

T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for Transnet Freight Rail, Real Estate Management, Kimberley
For the repair and maintenance to goods office, RTS depot in Colesberg (Asset 02AX147B) within a period of 24 Months.

Tenderers should have a CIDB contractor grading designation of 1 GB or higher.

The physical address for collection of tender documents is Transnet Freight Rail, Supply Chain Services, Real Estate Management Building, Room 1, Austen Street, Beaconsfield in Kimberley. **A non-refundable** admin fee of **R250.00 (inclusive of Vat) is applicable per tender. (Only when RFQ document are collected or send per mail from this office)** Payment is to be made to Transnet Freight Rail, Standard Bank Account number **203158598, Branch code 004805**. The deposit slip must reflect **RFQ: BFX/54045** and the contractor's company name. Proof of payment presented prior to the collection of the tender.

OR

If Bidders intend to download the RFQ document from Transnet Freight Rail Portal at <http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx> this downloaded tender document is FREE OF CHARGE. After the document has been downloaded, bidders are required to send their **contact** details to the following address: **kobie.nelson@transnet.net** by 27 February 2017 before 15H00. This is to ensure that any required communication (e.g. addenda to the RFQ) in relation to this RFQ reaches those intending to respond.

For enquiries regarding collection of documents, contact Ms Kobie Nelson (053) 838 3364

A **compulsory clarification** meeting with representatives of the Employer will take place at Old Transnet Road, Transportation Depot, Main street in Colesberg on 28 February 2017 starting at 11H00 hrs. All bidders attending the site meeting must have their printed RFQ document with them before the meeting starts. **Bidders who do not have their printed document will be excluded from the meeting, as well as their bids disqualified.**

The closing time for receipt of tenders is 10H00 hrs. On 14 March 2017. In the tender box and **late tenders will not be accepted.**

Tenders may only be submitted on the tender documentation that is issued.

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

Transnet urges Clients, Suppliers and Service Providers to report any acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 056 or Transnet@tip-offs.com.



NEC3 Term Service Contract (TSC)

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/06

(hereinafter referred to as the "*Employer*")

and

Pending

Registration Number:

(hereinafter referred to as the "*Contractor*")

Contract Number	BFX/54045
Start Date	To be advised
Completion Date	To be advised

TRANSNET FREIGHT RAIL
ENQUIRY NUMBER: BFX/54045
DESCRIPTION OF THE WORKS: FOR THE REPAIR AND MAINTENANCE TO GOODS OFFICE, RTS DEPOT IN COLESBERG (ASSET
02AX147B) WITHIN A PERIOD OF 3 MONTHS

CONTRACT DOCUMENTS

Form of Offer and Acceptance

Contract Data

Part One – Data provided by the *Employer*

Part Two – Data provided by the *Contractor*

Conditions of Contract (3rd edition – available separately)

Pricing Data

Service Information

Site Information

Appendices

T1.2 Tender Data (Alternative Method 2)

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009, subsequently amended (May 2010), Board Notice 86 of 2010. (See www.cidb.org.za)

The Standard Conditions of Tender make several references to Tender Data for details that apply specifically to this tender. This 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 in the left hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data	
F.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)	
F.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2 : Returnable documents	T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Schedules
	Part C: The Contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information	C1.1 Form of Offer and Acceptance C1.2 Contract Data (Part 1 & 2) C2.1 Pricing Instructions C2.2 Price List C3.1 Service Information C4.1 Site Information
F.1.4	The Employer's agent is: Name: Address: Tel No. Fax No. E – mail	Regional Procurement Manager/Lead Christopher Williams Real Estate Management Building, Austen Street, Beaconsfield, Kimberley 053 083-3477 011 774 9787 Christopher.Williams@transnet.net

F.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Tender offers will only be considered if:
 - a) An authorised representative of the tendering entity attends the compulsory clarification meeting in terms F.2.7 below *(if applicable)*
2. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 1GB or higher class of construction work, are eligible to have their tenders evaluated.

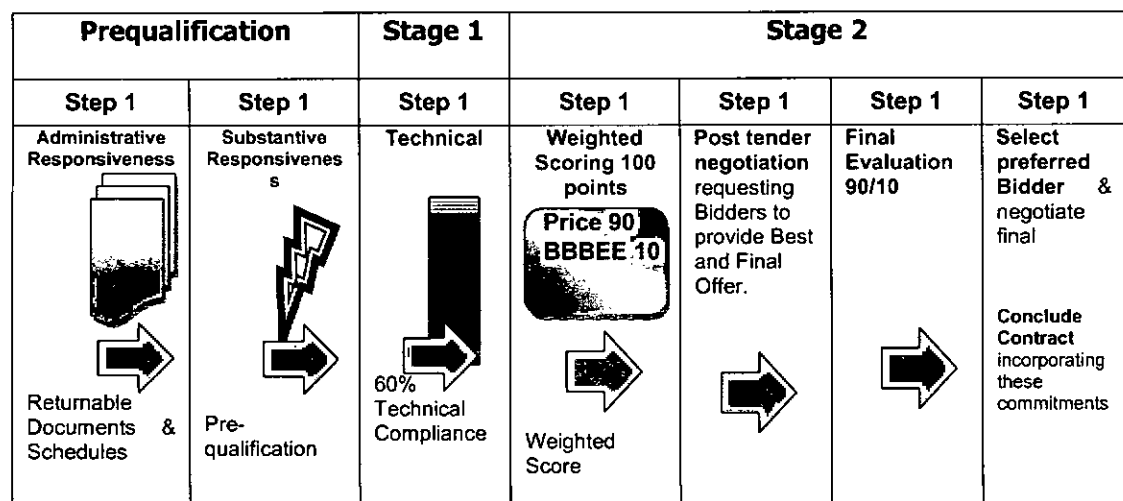
Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 1GB or higher 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 determined in accordance with the sum tendered for a 1GB or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

3. Pre-Qualifying Quality (Functionality) Criteria

Only those tenderers who attain the minimum number of evaluation points for Quality (functionality) will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from further consideration

3.1 Steps in Evaluation Methodology



The pre-qualifying Quality (functionality) criteria and maximum score in respect of each of the criteria are as follows:

Pre-qualifying Quality criteria	Sub-Criteria	Weight	Maximum number of points
Company's Previous Experience (T2.2-25)		30	30
Relevance of experience (Years of Experience project Specific) – (comparable/similar projects).			
No Experience	0		
> 1 Month to 1 Year Experience	9		
1 to 2 Years' Experience	16		
2 to 3 Years' Experience	23		
> 3 Years' Experience	30		
Management Arrangements and CV's of key persons (T2.2-7)		30	30
Organogram of Company	8		
General Experience and qualifications	10		
Adequacy for the assignment	7		
Knowledge of local issues pertinent to the project	5		
Quality Plan (T2.2-20)		20	20
General Practice & Procedures indicating clear understanding of intention to comply with legislation & meet Employer's requirements.	5		
Outline of procedures in relation to project specific challenges	5		
Resource allocation (people, costs)	10		
Health & Safety Plan (T2.2-22)		20	20
Safety File Index	4		
Safety Work method Statement and Risk Assessment	2		
Valid Letter of Good Standing (Labour, Insurance, SARS)	2		
SHE Management System	2		
Overview of RA process and examples	2		
Six months synopsis of SHE incidents, description, type and action taken.	2		
Safe Working Procedure for Hand Tools and Equipment	6		
Maximum possible score for pre-qualifying Quality			100

Pre-qualifying Quality shall be scored by not less than three evaluators and averaged in accordance with the following schedules: *(List applicable evaluation schedules and include such schedules in the returnable schedules)*

- T2.2-2 Programme
- T2.2-20 Quality Plan
- T2.2-22 Health and Safety Plan
- T2.2-25 Previous Experience

The minimum number of evaluation points for quality is : 60

The persons named in the Schedule of Key Persons of tenderers who satisfy the minimum quality criteria may be invited to an interview. Tenderers who attain a score of less than 50% of the points allocated to the interview will be declared ineligible to tender.

Each evaluation criteria will be assessed in terms of Five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality, unless scored collectively. (See CIDB Inform Practice Note #9)

Note: Any tender not complying with all three of the above mentioned stipulations, numbered 1 to 3, will be regarded as non-responsive and will therefore not be considered for further evaluation

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

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.

F2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.12 No alternative tender offers will be considered.

F.2.13.3 Parts of each tender offer communicated on paper shall be as an original.

F.2.13.5 The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

Location of tender box: Office No 2

Physical address: Transnet SOC Limited
Secretariat of the Acquisition Council, Admin support Office
Office No 2
Real Estate Management Building
Austen Street, Beaconsfield
Kimberley
8300

F.2.15.1 Identification details: The tender documents must be submitted in a sealed envelope labelled with:

- Name of Tenderer
- Contact person and details
- The Tender number: **BFX/54045**
- The Tender Description: **For the repair and maintenance to Goods Office, RTS Depot in Colesberg (Asset 02AX1471B) within a period of 3 months.**

Documents must be marked for the attention of:
Christopher Williams

Prior arrangement on the submittal of large tender documents should be made with the Procurement Manager.

NO LATE TENDERS WILL BE ACCEPTED

F.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is 12 weeks

F.2.18 Provide, on request by the *Employer*, any other material information that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the *Employer* for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the *Employer's* request, the *Employer* may regard the tender offer as non-responsive.

F.2.20 If requested, submit for the *Employer's* acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data. (The format is included in Part T2.2 of this procurement document).

F.2.22 Return all retained tender documents within 28 days after the expiry of the validity period

F.2.23 The tenderer is required to submit with his tender:

1. a valid **original** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid certified SANAS accredited or IRBA approved B-BBEE verification certificate or Bidders who qualify as EME's in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership, and
3. A completed Supplier Declaration Form (Stamped and signed by the commissioner of

oaths)

4. Letter of Good Standing
5. Proof of CSD Registration.

Note: Refer to Section T2.1 for List of Returnable Documents

F.3.4 The time and location for opening of the tender offers are:
Time 10:15 on Tuesday, 14 March 2017.

Location: Ground Floor, Boardroom, Real Estate Management, Austen Street, Beaconsfield, Kimberley

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2.

F.3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is:

80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 1,000 000

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no accreditation will score zero points for preferencing.

Note:

In the event that, in the application of the 80/20 preference point system as stipulated, all tenders received exceed the estimated Rand value of R1 000 000, the tender invitation must be cancelled

F.3.13 Tender offers will only be accepted if:

- a) the tenderer submits an **original valid** Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer submits a letter of intent from an insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
- c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- d) the tenderer or any of its directors/shareholders 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 does not appear on Transnet list for restricted tenderers.
- f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the

contract;

- g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



As published in Annexure F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with Instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall Initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened,(unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

- F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:
$$TEV = NFO + NP$$
where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:
$$TEV = NFO + NQ$$
where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to

F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer.
W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 + \frac{P - P_m}{P_m})$	$A = P_m / P$

^a *P_m* is the comparative offer of the most favourable comparative offer.

P is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: *SO* is the score for quality allocated to the submission under consideration;
MS is the maximum possible score for quality in respect of a submission; and
W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

T2.1 List of Returnable Documents

1. These schedules are required for eligibility purposes:

T2.2-15 **Eligibility Criteria Schedule:** Certification of attendance at a tender clarification meeting

2. These schedules will be utilised for the evaluation of Functionality Criteria

T2.2-2 Programme
T2.2.7 Management and CV's of Key Persons
T2.2-25 Previous Experience
T2.2-20 Quality Plan

3. Returnable Schedules

T2.2-3 Risk Elements
T2.2-4 Availability of equipment and other resources
T2.2-7 Management and CV's of key persons
T2.2-8 Schedule of proposed Subcontractors/consultants
T2.2-9 Insurance provided by the Contractor
T2.2-14 Authority to submit tender
T2.2-15 Certificate of attendance at tender clarification meeting
T2.2-16 Record of addenda to tender documents
T2.2-17 Compulsory Enterprise Questionnaire
T2.2-20 Quality Plan
T2.2-22 Health and Safety Plan
T2.2-24 Capacity and ability to meet delivery schedule
T2.2-25 Previous experience
T2.2-31 Supplier Code of Conduct
T2.2-34 Supplier Declaration Form
T2.2-36 RFQ Declaration Form
T2.2.43 Breach of Law
T2.2-50 B-BBEE Preference Points claim Form
T2.2-51 Certificate of Acquaintance with Tender Documents

24

4. **C1.1: Offer portion of Form of Offer & Acceptance**
5. **C1.2: Contract Data Part 2: Data by Contractor**
6. **C2.2: Price List**
7. **C3.1: Works Information**
8. **C4.1: Site Information**

T2.2-3: Risk Elements

Tenderers to review the potential risk elements associated with the Project. The risk elements are to be listed separately in this Schedule. If No Risks are identified "No Risks" must be stated on this schedule.

Notwithstanding this information, all costs related to risk elements which are at the *Contractor's* risk are deemed to be included in the tenderer's offered total of the Prices.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-4: Availability of Equipment and Other Resources

Tenderers to submit a list of all Equipment and other resources that he proposes to use to execute the work as described in the Works Information, as well as the availability and details of ownership for each item. Amongst others, he needs to provide detailed schedules of the following:

- Material delivery schedule
- Plant schedule
- Labour schedule

Number of Equipment	Equipment Type – Description	Hourly Rate

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

27

T2.2-7: Management & CV's of Key Persons – ECC¹

Please describe the management arrangements for the *works*.

Submit the following documents as a minimum with your tender document:

1. An organisation chart showing on site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
 - Working with the NEC3 Engineering and Construction Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

Attached submissions to this schedule:

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

¹NEC3 Engineering & Construction Contract (with amendments June 2006 and April 2013)

T2.2-8: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following subcontractors / sub consultants 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.

	Name and address of proposed Subcontractor/ Consultant	Nature and extent of work	Previous experience with Subcontractor/ Consultant.	B-BBEEE Level Certificates to be attached	Value of subcontracted Work (excl. 14% Vat)	% Ownership Black Ownership
1.						
2.						
3.						
4.						
5.						
6.						

Signed

Date

Name

Position

Tenderer

T2.2-9: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Contractor* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Loss of or damage to the <i>works</i> , Plant and Materials			
Loss of or damage to Equipment			
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract.			
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
(Other)			

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-14: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

I, _____, chairperson of the board of directors of _____
 _____, hereby confirm that by resolution of the board taken on ____
 _____ (date), Mr/Ms _____, acting in the capacity of _____
 _____, was authorised to sign all documents in connection with this tender offer and any
 contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____
 _____ hereby authorise Mr/Ms _____, acting in the capacity of _____
 _____, to sign all documents in connection with the tender offer for Contract _____
 _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____
 _____, an authorised signatory of the company _____
 _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for
 Contract _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the
 partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that
 all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised
 to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for
 and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

D. Certificate for Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the business trading as
_____.

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

T2.2-15: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Tenderer)

of

(address)

was represented by the person(s) named below at the compulsory tender clarification meeting

Held at:	Old Transnet Road, Transportation Depot, Main Street, Colesberg	
On (date)	28 February 2017	Starting time: 10:00

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Purchaser's* Representative to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

Particulars of person(s) attending the meeting:

Name _____ Signature _____

Capacity _____

Name _____ Signature _____

Capacity _____

Attendance of the above persons at the meeting was confirmed by the procuring organisation's representative as follows:

Name _____ Signature _____

Capacity _____ Date & time _____

T2.2-16: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed	Date
Name _____	Position _____
Tenderer _____	

T2.2-17 : Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

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 stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

40

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name _____	Position _____
Enterprise name _____	

T2.2-20: Quality Plan

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. Project Quality Plan for the contract.
2. The Contractor's Quality Policy.
3. Index of procedures to be used during the contract.
4. Audit Schedule for internal and external audits during the contract.
5. ISO 9001 certification.
6. Typical Quality Manual.
7. Typical Quality Control Plan.
8. Typical data book index.

Attached submissions to this schedule:

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-22: Health and Safety Plan

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer's role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire (Attachment No 8) included in the Health and Safety Specification TCP-HAS-STD-0001 Rev 00 found in attached CD under Specifications folder.
13. Construction Safety File (Index)
14. Construction Safety Work Method Statement

Attached submissions to this schedule:

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-24: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that he has sufficient current and future capacity to carry out the work as detailed in the Works Information and that he has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature
- Current and future work on his order book, showing quantity and type of equipment
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-25: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of, their design, installation and commissioning capability.

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-31: Supplier Code of Conduct

Transnet Limited 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:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining 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.

1. Transnet Limited 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 receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
- 2. *Transnet Limited is firmly committed to the ideas of free and competitive enterprise.***
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).
- 3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.***
- Generally, 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 is conducted and the supplier is expected to participate in an honest and straight forward manner.
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet Limited.

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at _____

Signature

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
						Code	
Physical Address						Code	
						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate			Yes		No		
What is your broad based BEE status (Level 1 to 9 / Unknown)							

How many personnel does the firm employ	Permanent		Part time	
---	-----------	--	-----------	--

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

T2.2-36: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER 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 / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

[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]

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman 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 Tenderers" overleaf).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on 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 duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

T2.2-43: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

54

T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM (SBD 6.1)

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the Tender 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 Tenderer, either before a Tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

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

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Tenderer 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 Tenderer.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.

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

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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below: *[delete either column "Maximum 10" or "Maximum 20"]*

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]	Number of Points [Maximum 20]
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

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

5. B-BBEE STATUS AND SUBCONTRACTING

5.1 Tenderers who claim points in respect of B-BBEE Status Level of Contribution must

complete the following:

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 / 20 points]

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

TENDER DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the

satisfaction of Transnet that the claims are correct.

- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the Tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Tenderer or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF TENDERER

DATE:.....

COMPANY NAME:

ADDRESS:.....

T2.2-51: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this TENDER and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Tender.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any TENDER/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderder, whether or not affiliated with the Tenderder, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Tenderder and/or is in the same line of business as the Tenderder
5. The Tenderder has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tenderding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
 - f) Tenderding with the intention not winning the Tender.

61

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious Tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

C1.1 Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the repair and maintenance to Goods Office, TRS Depot in Colesberg (Asset 02AX147B) within a period of 3 months.

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, deemed to be duly authorised, signing this part of this Form of Offer 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 Data.

The offered total of the Prices exclusive 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 this 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

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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 includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works 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 listed in the Returnable 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 Form of Offer and Acceptance. No amendments 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. 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 original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

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.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations 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 changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	For the tenderer:		For the Employer
Signature	_____	_____	_____
Name	_____	_____	_____
Capacity	_____	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	_____	_____	_____
Date	_____	_____	_____

65

C1.2 Contract Data

Part one - Data provided by the Employer

Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for each statement however other clauses may also use the same data.

Rows containing the statement and data for options in the core clauses and for the main & secondary option clauses, according to the options chosen, are identified by shading in the left-hand column.

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X7: Delay damages
		X16: Retention
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006) ¹	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/00090/06)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Supply Chain Services Kimberley
	Tel No.	(053) 838 3477
	Fax No.	(011) 774 9787

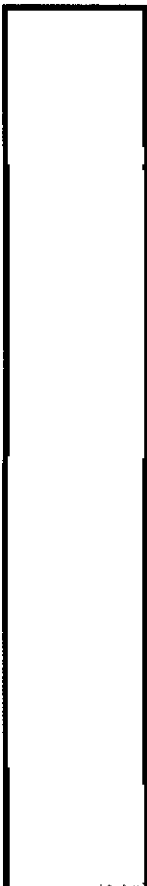
¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

10.1	The <i>Project Manager</i> is: (Name)	Norman Papenfus
	Address	REM Bloemfontein
	Tel	051 408 3224
	Fax	
	e-mail	Norman.Papenfus@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Joseph Dauth
	Address	REM Bloemfontein
	Tel No.	051 408 2955
	Fax No.	
	e-mail	Joseph.dauth@transnet.net
11.2(13)	The <i>works</i> are	Repair and Maintenance to Goods Office, RTS Depot in Colesberg (Asset 02AX147B) within a period of 3 months
11.2(15)	The <i>boundaries of the site</i> are	Colesberg
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
3	Time	
11:2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	To be advised
31.2	The <i>starting date</i> is.	To be advised
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the works.
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	10th (tenth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51:2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.

8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	1. None														
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.														
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	Whatever the <i>Contractor</i> deems desirable in addition to which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.														
84.2	The insurance against loss of or damage to the <i>works</i> , Plant and Materials as stated in the insurance policy for contract works and public liability selected from: Blanket Principal Controlled Insurance (BPCI), Principal Controlled Insurance (PCI), Principal Controlled Contractors Liability Insurance, Principal Controlled Insurance One-off; and Project Specific Insurance	<p>R</p> <table border="1" data-bbox="858 993 1129 1224"> <tr> <td>Select one</td> <td></td> </tr> <tr> <td>BPCI</td> <td></td> </tr> <tr> <td>PCI</td> <td>X</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>PCI Liab only</td> <td></td> </tr> <tr> <td>PCI One Off</td> <td></td> </tr> <tr> <td>PSI</td> <td></td> </tr> </table>	Select one		BPCI		PCI	X			PCI Liab only		PCI One Off		PSI	
Select one																
BPCI																
PCI	X															
PCI Liab only																
PCI One Off																
PSI																
84.1	<p>The <i>Employer</i> provides these insurances from the Insurance Table</p> <p>1 Insurance against:</p> <p>Cover / indemnity:</p> <p>The deductibles are:</p> <p>2 Insurance against:</p>	<p>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the selected Insurance policy for Contract Works/ Public Liability.</p> <p>to the extent as stated in the selected insurance policy for Contract Works / Public Liability</p> <p>as stated in the selected insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)</p> <p>Loss of or damage to property (except the <i>works</i>, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the selected insurance policy for Contract Works / Public Liability</p>														

	<p>Cover / indemnity</p> <p>The deductibles are</p>	<p>Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability</p> <p>as stated in the selected insurance policy for Contract Works / Public Liability</p>
84.1	<p>3 Insurance against:</p> <p>Cover / indemnity</p> <p>Cover / indemnity:</p> <p>The deductibles are:</p>	<p>Loss of or damage to Equipment (Temporary Works only) as stated in the selected insurance policy for contract Works and Public Liability</p> <p>Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability</p> <p>Cover / indemnity is to the extent provided by the SASRIA coupon</p> <p>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</p>
84.1	<p>The Contractor provides these additional insurances.</p>	<ol style="list-style-type: none"> 1 Where the contract requires that the 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 affected 2 Where the contract involves manufacture, and/or fabrication of Plant & 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 & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the Employer have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the Contractor's policies of insurance as well as those of any subcontractor 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of



- 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement
- 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R (to be determined by risk assessment of the potential risk exposure)
- 7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the 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*

9 Termination There is no Contract Data required for this section of the *conditions of contract*.

10 Data for main Option clause

A	Priced contract with activity schedule	No additional data is required for this Option
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11 Data for Option W1

W1.1 The *Adjudicator* is Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the chairman of the Association of Arbitrators will appoint an *Adjudicator*.

W1.2(3) The *Adjudicator nominating body* is: The Chairman of the Association of Arbitrators (Southern Africa)

If no *Adjudicator nominating body* is entered, it is: the Association of Arbitrators (Southern Africa)

W1.4(2) The *tribunal* is: Arbitration

W14(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	<p>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</p> <p>Bloemfontein</p> <p>The Chairman of the Association of Arbitrators (Southern Africa)</p>
X7	Delay damages (but not if Option X5 is also used)	
X7:1	Delay damages for Completion of the whole of the <i>works</i> are	R 200.00 per day
X16	Retention (not used with Option F)	
X16:1	The <i>retention free amount</i> is	N/A
	The <i>retention percentage</i> is	10%

C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006) and the relevant parts of its Guidance Notes (ECC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is _____% The subcontracted fee percentage is _____%	
11.2(18)	The working areas are the Site	
24.1	The Contractor's key persons are: 1 Name: _____ Job: _____ Responsibilities: _____ Qualifications: _____ Experience: _____ 2 Name: _____ Job: _____ Responsibilities: _____ Qualifications: _____ Experience: _____	
		CV's (and further key persons data including CVs) are in T2.2-7
11.2(3)	The completion date for the whole of the works is	To be advised
11.2(14)	The following matters will be included in the Risk Register	T2.2-3

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	C3
31.1	The programme identified in the Contract Data is	To be supplied within 7 (seven) days
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	C3
11.2(30)	The tendered total of the Prices is	(in words), excluding VAT
Data for Schedules of Cost Components		<i>Note "SCC" means Schedule of Cost Components starting on page 56 of ECC3, and "SSCC" means Shorter Schedule of Cost Components starting on page 59 of ECC3.</i>
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components



C2 Pricing Data

C2.1 Pricing Instructions

Entries in the first four columns in the Price List are made either by the *Employer* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

C2.1: Pricing Instructions

1. The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Price List in the 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 obligations under the Contract and all matters and things necessary for the proper completion of the works.
2. Any additional costs foreseen by the Tenderer for items not included in the Price List shall be included in the List to be submitted, under the item "P's & G's". These items must be specified.
3. It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, Bylaws, International Standards and National Standards that were published 28 days before the closing date for tenders.
4. 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 but will be subject to approval by the Employer.
5. The amount of the Preliminaries to be included in each monthly 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 provided for in the contract.

6. The following abbreviations are used in the Price List: Ea = Each
7. The prices and rates in this Price List 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 and 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 Works Information requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
9. Where no quantity has been provided against an item in the Price List, the Contractor shall use their discretion and provide the quantity.
10. The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Works information.
11. For each item in the Price List, including Preliminaries, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material).
12. The total in the Price List shall be exclusive of VAT, and shall be transferred to Contractor's Offer.
13. Additional work not covered in the Price List shall be listed and quoted for by the tenderers in a separate sheet.
14. Payment Certificates – On or after the assessment date, the Supervisor and the Contractor will together assess the quantities of the progress on each item in the Price List and complete the Progress Assessment Detail Form, where after the Progress Assessment Certificate will be issued.
15. The Contractor shall then submit a VAT invoice and attach the Progress Certificate mentioned in clause 14 of this section for payment by the Employer.
16. Contractor shall provide the Employer with the necessary details and documentation as required in order to enable the Employer to make electronic payments.

C2.2 Price List

ASSET NO: 02AX147B

SUB TOTAL

PAGE 1

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ITEM CODE	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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CEILING

4	Replace gypsum ceiling panel complete. Install ceiling panel to match existing ceiling panel size and finish. Item include fitting of new sections of cornice and or cover strips to match existing type. Spot prime nails/screws. Paint complete panel primer	12	M ²		
5	Level sections of ceiling that are saging due to brandering pulling loose from roof tie beams. Pull up and or jack up section of saging ceiling insert bind wire between board and brandering, tie brandering with wire to truss to keep brandering in place.	90	M ²		
16	Fix loose cover strips	90	M		
17	Replace cover strip to match existing cover strips, new section shall not be shorter than 500mm, if necessary cut back existing section to make space for next section of 500mm	12	M		
34	Install pelican Donn system suspending ceiling complete with laminated white vinyl covered ceiling tiles to existing concrete ceiling. See attached specifications for item.	22	M ²		
42	Paint ceiling 2 coats super acrylic PVA. Apply paint only after preparations as per attached specification was done.	95	M ²		

WALLS INTERIOR

69	Paint brick wall or type wall surface needed to be painted by brush 2 coats Dulux Wash 'n Wear or Plascon double velvet paint after all preparations as specified was done (see attached paint specification) colour: barely beige code 3h1-1	240	M ²		
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76

ASSET NO: 02AX147B

SUB TOTAL

PAGE 2

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ITEM CODE	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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105	Build up openings in 220mm stock brick wall, where doors and windows were removed as per attached specifications (item does not include toothing, see item for toothing per meter)	12	M ²		
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WINDOWS INTERIOR

176	Install/replace approved Venetian blinds, size ----mm wide x ----- mm drop. Colour = slats width = mm. (Slats width available 12mm; 25mm; 35mm and 50mm). CONTRACTOR TO MEASURE SIZE.	9	EA		
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WINDOWS INT AND EXT

186	Replace cracked or broken window panes clear, size 350mm x 450mm x 3mm. Clean frame apply 1 coat anti rust paint. See attached detail specification. Place sheet on floor or garden to catch all broken pieces of glass	35	EA		
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207	Paint residential cottage type window frame complete, with 1 coat universal undercoat and 2 coats Dulux Pearglo White. Item includes removing all old paint from glass area and cleaning of glass. See detailed specifications.	9	EA		
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DOORS/SECURITY GATES

261	Fit 2 lever SABS approved mortice lock with new handles and 3 keys to new door. If more than 1 lock to be installed keys shall not be interchangeable. SABS mark shall be stamped on lock. See attached detail specifications.	7	EA		
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275	Fit/replace Masonite/hardboard faced flush panel door and paint door complete 1 coat woodprimer, include bottom, sides and top edges. Clearance to frame and floor as specified in attached specifications.	1	EA		
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282	Fit/replace SA Pine FL and B door. Clearance to frame and floor as specified in attached specifications.	6	EA		
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ASSET NO: 02AX147B

SUB TOTAL

PAGE 3

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ITEM CODE	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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287	Paint door complete both sides, side edges, tip edge undercoat and 2 coats Dulux Pearglo river rock code 6j1-7. Do preparation before painting per spec. Door 810mm x 2.03m = 3.66m ² . 75mm x 2.03m = 3.42m ² . item include remove before paint and refit of handles/	7	M ²		
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304	Manufacture and install security gate 2.10m x 900mm. Paint gate 1 coat steel anti rust primer, 1 coat universal undercoat and 1 coat gloss enamel, read attached detailed specifications.	2	EA		
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DOORFRAMES

320	Break out wood or steel door frame for scrap and remove from site	5	EA		
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321	Install single 110m wide steel door frame in new opening. Door frame metal shall be at least 1.2mm thick. Read all the attached specifications. (Breaking of opening in wall and build in of lintels not included in item see separate item at walls)	7	EA		
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329	Paint door frame 1 coat undercoat and 2 coats Dulux Pearglo White. Single steel frame. 115mm = 1.150m ² . Single 230mm = 1.750m ² . Double 151mm x 115mm = 1.29m ² . Double 151mm x 230mm = 1.96m ² . Do preparation as per specification	7	M ²		
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FLOORS

367	Lay floor carpets Berber point 920 or Van Dyck Florpoint 980, as per attached specifications. Finish a= charcoal, finish b= Senegal, finish c = Lava	25	M ²		
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400	Fit meranti wooden skirting 75mm x 19mm and quarter round, complete. If necessary, quadrants must be loosely fitted for the later fitting of carpets. (Read attached detailed specifications)	25	M		
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ASSET NO: 02AX147B

SUB TOTAL

PAGE 4

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ITEM CODE	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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404	Varnish skirting and quarter rounds, complete, 2 coats Dulux or Plascon varnish. 75mm skirting x 1.0m = 0.075 m ² . 150mm skirting x 1.0m = 0.150 m ² . Varnish only after preparation as per attached specification.	25	M		
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429	Paint floor two coats Dulux or Plascon dark grey floor paint. Clean floor from all oil, grease, dirt with heavy duty detergent to the satisfaction of the project manager. Rinse with clean water and leave to completely dry out.	125	M ²		
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CUPBOARDS/TABLE

464	Fit 600mm wide natural oak formica post form top one side bull nose, length as specified (specify length) or specify different type work top.	4	M		
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PLUMBING INTERIOR

503	Fit toilet complete, include wc pan, 9 litre porcelain cistern, cobra angle valve, flex connector and heavy duty plastic seat (not close couple)	3	EA		
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526	Fit / replace sink taps 15mm with cobra heavy pattern bib taps with star handle and chrome plated brass extension pipe.	2	EA		
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530	Replace sink only single bowl, item exclude cabinet, fit 1200mm long x 530mm wide single bowl **overlay** drop in** stainless steel sink, complete with chrome plated brass outlet with plug. (read attached detail specifications)	1	EA		
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536	Install / replace under basin geyser complete, item exclude piping and fitting, see item for piping and to supply water point. Item exclude electrical work	1	EA		
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ASSET NO: 02AX147B

SUB TOTAL

PAGE 5

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ITEM CODE	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
541	Replace geyser pressure control valve complete, type ??	1	EA		
553	Install water pipes 22mm class 2 copper pipes against wall and or in wall and or in roof. Item excludes fittings. Item to supply water point cover the fittings. (pipes in wall, all the pipe work shall be inspected before closing of pipes with plaster).	12	M		
558	Fit a water point class 2 copper pipe. Item include as necessary 15mm and or 22mm capillary or compression fittings. This is to supply all materials and labour to bring the necessary water to the basin, shower, cistern or sink, but excludes the pipe work.	12	EA		
559	Fit a water point pex-multi layer pipe. Item include as necessary 15mm and or 22mm fittings. This is to supply all materials and labour to bring the necessary water to the basin, shower, cistern or sink but exclude the pipe work.	2	EA		
ROOF					
599	Supply material and replace flat roofs of toilets and paint woodwork complete (4 toilets)	4	JOB		
ROOF					
593	Replace loose roof screws with 75mm coach type roof screws for corr iron with bond it washer. Do not over tighten new roof screws. N.B. Any damage to roof sheets shall be repaired or sheets shall be replaced by the contractor at his own expense.	100	EA		
606	Replace decay roof timber / purlin (size 75mm x 50mm) item include, remove and refit of roof sheets, the sheets shall be mark / numbered to fit back in same position. Use new roof screws as specified, wrot expose faces of purlin.	12	M		
607	Replace 114mm x 38mm sprocket section of roof truss	57	M		

80

ASSET NO: 02AX147B

SUB TOTAL

PAGE 6

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ITEM CODE	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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608 Supply all necessary material and repair damaged roof Contractor to measure self.

1 **JOB**

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655 Clean under side of roof overhang, remove all loose paint, galvanized coating must not be damaged

58 **M²**

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657 Paint roof Corr iron profile 2 coats white Dulux roof guard or Plascon Nu Roof paint. Area is length x width (area do not include roof sheet profile). Over coat time 4 hours. Roof must be inspected and approved in site book before painting can commence.

506 **M²**

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666 Paint all roof timber purlins. Remove all loose and flaking paint, clean and paint 2 coats white Dulux Roof Guard paint. Apply paint only after preparation as per attached specification was done. Clean and paint before fitting new sheets. (75mm x 50mm purline = ?? length of purline x 0.20m = square meter) (75mm x 75mm purline = ?? Length of purline x 0.225 = square meter)

115 **M²**

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WALLS EXTERIOR

760 Paint exterior brick wall, not plastered, with 2 coats Dulux wall guard paint or similar paint approved by project manager. Apply paint only after preparation as per attached specification has been done. Colour: River Rock code 6j1-7.

278 **M²**

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PLUMBING EXTERIOR

805 Install / replace 110mm under ground sewer pipes (see attached diagram sketch). Item include all fittings necessary to complete work to national building regulations SABS 0400

24 **JOB**

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806 Supply all necessary fittings and couple new PVC sewer pipe to existing sewer pipes to comply with National Building Regulations SABS 0400. Item excludes excavations.

4 **JOB**

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ASSET NO: 02AX147B

SUB TOTAL

PAGE 7

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ITEM CODE	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
-----------	-------------------	------------	--------------	-----------	-------------

809 Fit manhole cover coast iron type 650mm x 500mm complete with frame and weathering

2 EA

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817 Lay / replace 22mm poly cop water pipe under ground from main feed pipe to building. Item include pipe all necessary fitting and labour to lay and couple to existing 22mm connection on main feed pipe for building but exclude excavations

80 M

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EXCAVATION / BACKFILL

866 Dig foundations or trench in medium soil (use pick and spade)

100 M³

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FENCING

920 In stall double gate complete as per attached specification complete with 100mm diameter gate poles 5m wide x 1.80m high

1 JOB

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P & G

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

1 JOB

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HEALTH AND SAFETY

943 Health and Safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and contractors with all his staff that will work on the Transnet Freight Rail site shall attend Transnet safety the induction on the date as agreed on between TFR Project Manager and the contractor

1 JOB

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ASSET NO: 02AX147B

SUB TOTAL

PAGE 8

ITEM CODE	FAULT DESCRIPTION	ITEM TOTAL	MEASURE UNIT	UNIT RATE	ITEM AMOUNT
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TOTAL AMOUNT OF ALL ITEMS PAGE 1 TO 8

R

PRELIMINARY AND GENERAL

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

P + G

R

RISK AND SAFETY

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

RISK AND SAFETY

R

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

Included in risk and safety. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors shall send all his staff that will work on the Transnet Freight Rail site to the induction on the date as agreed on between TFR Project Manager and the contractor.

TOTAL PRICE CIVIL WORK EXCLUDING VAT

R

C3: Scope of Service

ASSET DESCRIPTION: GOODSHED OFFICE COLESBERG **ASSET LOCATION:** COLESBERG
CITY / TOWN: COLESBERG

WORK DESCRIPTION: REPAIRS TO BUILDING **ASSET NO:** 02AX147B

ITEM CODE. **SPECIFICATIONS PER ITEM.**

Page 1 of 11

CEILINGS

- 4 Work description: Replace complete damaged ceiling panel between other panels and or walls
Replace gypsum ceiling panel complete. Install ceiling panel to match existing ceiling panel size and finish. Item include the remove of damaged panel, cornice and or cover strips as necessary, fitting of new panel, new sections of cornice and or cover strips to match existing type, thes pot prime of all nails and or screws heads and the complete paint of the replaced panel with plaster primer.
- 5 Work description: Level sections of ceiling that are saging due to brandering pulling loose from roof tie beams.
Pull, press and or or jack up ceiling to level, if jack up place section that press against ceiling board under brandering with flat board section of 100mm x 100m to sperad force. Insert double binding wire between ceiling board and brandering where brandering cross tie beams and brandering had pull away from truss tie beam. Press ceiling and brandering back against tie beam by pulling with wire, press and or jack with wood or steel pipe, use flat wood plank of +- 100 x 100mm between beam or pipe and ceiling to prevent damage to ceiling board. Tie the wire around the truss tie
- 16 Work description: Fix loose Cover strips
Securely re-fix in position all loose cover strips. Re-fix loose at not more than 200mm centres
- 17 Work description: Replace cover strip
Replace cover strip to match existing type cover strips.
- 34 Work description: Install suspended ceiling
Install Pelican Donn system suspending ceiling complete with laminated white vinyl covered ceiling tiles. The boards shall be installed according to the manufacture's specification. Hold down clips must be used to hold the boards firmly in position. After installation the ceiling shall be level and all grid strips shall be straight. Use Donn Products ceiling grid & accessories or Mac steel interior systems grids and accessories. Use the LSM 25 cornice wall moulding from Donn and T37 main tee with T32 cross tee and or similar system from Mac steel Interior systems. Use 2.5mm pre stress galvanized wire, 4mm rod suspension system or 19mm wide galvanized strap as hangers. The installation shall be done according to the specification of the relevant manufacture. After installation the ceiling shall be level and all grid strips shall be straight. No damaged strips or boards shall be approved.

Respondent's signature:

Date and Company stamp

84

ASSET NO: 02AX147B

ITEM CODE. SPECIFICATIONS PER ITEM.

Page 2 of 11

42 Work description: Paint ceiling complete with 2 coat super acrylic PVA.
 Paint work to ceilings include the cover strips, cornices and the priming of nail heads or screws with universal undercoat for new ceiling sections. Apply two coats acrylic PVA. All surfaces not being painted, such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint

WALLS INTERIOR

69 Work description: Paint brick wall 2 coats paint as specified at description
 All paint work shall be done to the specification of the manufacturer. Over coating time shall be done as specified by the manufacturer. All surfaces not being painted such as brickwork, sills, floors, joinery work and the like must be covered up and protected against spotting before any painting commenced. No sweeping or dusting shall be done while painting is in progress or while paint is still wet. All items that is more cost effective to remove from wall and to re-fix must be removed to avoid cutting in against items as notice boards, towel rails and other such items.

105 Work description: Build up openings where windows and doors were removed.
 See item for cutting of toothings for the full height of openings. Prepare for and build up openings in new brick work with cement mortar to match existing. Cavity walls are to be built with two half brick thicknesses in stretcher bond, with 50mm cavities between, all tied together with metal wall ties .

WINDOWS INTERIOR

176 Work description: Fit or replace aluminium Venetian blinds (1)
 The Venetian blind is a versatile solution to any room where light control and privacy are needed. Blinds comprise of high tensile, vinyl coated aluminium slats. The standard slat widths are 25mm, 35mm and 50mm with cords and ladders and where the head and bottom rails are colour coordinated to match the colour of the slats. The head rail comes complete with end caps, plated steel universal installation brackets (50mm) and plated steel fixing clip brackets.

Slat Width	15mm	25mm	50mm
Maximum Blind Width	2,6m	3,0m	3,0m
Maximum Blind Drop	2.4m	3,0m	3,0m
Maximum Blind Area	5,0 sq m	9,0 sq m	12,0 sq m
Maximum Ladder Spacing	400mm	600mm	900mm
Tilt Mechanism	Worm & Gear		

Respondent's signature:

Date and Company stamp

ASSET NO: 02AX147B

ITEM CODE. SPECIFICATIONS PER ITEM.

Page 3 of 11

207 Work description: Paint window frame complete.

Clean window frame from rust and dirt by scraping or by means of steel wire brush. Sand frame complete and wipe off all sanding dust to obtain a perfectly clean surface. Prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and two coats water-base Dulux Pearl glo. After painting, window-opening sections shall open and close easily. All Window handles, peg stays and sliding stays shall be removed to paint window. The Window handles, peg stays and sliding stays shall be removed cleaned and re-fitted. Contractor shall be responsible for

DOORS/SECURITY GATES

261 Work description: Fit 2 lever mortise lock with handles to new door.

Mortise locks and mortise lock furniture shall comply with (SABS 4) and shall have SABS mark on each lock. Each lock shall have two keys and lock shall not have interchangeable keys. Lock and handles must fit precise and shall be straight and parallel to door. Locks and handles shall be fixed with the right type of screw for the

275 Work description: Replace flush panel door and paint 1 coat wood primer

Cutting, chiselling, drilling and fitting the door to the hinges. Masonite hollow core door shall have solid timber sides with out joints. The clearance on top and on sides shall be 3mm. The clearance at the bottom shall be 6mm. Any door that is too wide or tall to fit the door frame shall be reduced in size by removing material equally from each edge — removing material from one edge only to obtain a fit is unacceptable. The door shall be fixed with no 8 x 40mm wood screws. The hinges shall be recess and the recess shall be square to the edge, The door shall open and close easy without

282 Work description: Fit / Replace SA Pine FL & B door

SA Pine frame, ledged and brazed door. The clearance on top and on sides shall be 3mm and 6mm at bottom. Any door that is too wide or tall to fit the door frame shall be reduced in size by removing material equally from each edge — removing material from one edge only to obtain a fit is unacceptable. Hinges shall be fixed with no 8 x 40mm woodscrews to door. The hinges shall be recess and the recess shall be square

287 Work description: Paint door complete, 2 coats.

Previously painted doors: Wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Remove handle, Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply one coat universal undercoat and two coat finishing paint as per work list. Let dry re fit handles. New doors to be painted: Remove lock and handles. Sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply one coat wood primer, one coat universal undercoat and two coats finishing paint as per work list. Allow paint to dry between coats as per specification. Re-fit lock and handles when paint is dry.

Respondent's signature:

Date and Company stamp

ASSET NO: 02AX147B

ITEM CODE. SPECIFICATIONS PER ITEM.

Page 4 of 11

304 Work description: Manufacture and install security gate.

Manufacture security gates with grade A steel. Use 32 X 32 X 1.6 mm (minimum thickness) square tubing for main frame. Use 25 X 25 X 1.6 mm (minimum thickness) square tubing for gate frame and for horizontal bars. All horizontal bars shall be drilled to accommodate 12 mm round bars. Use 12 mm diameter solid round bar for vertical bars. Vertical bars shall be straight and be evenly spaced at not more than 120 mm centres. Provide each gate with 3 butterfly hinges, hinges size 50 mm long and 10 mm diameter. Fit three hinges to each gate, fit one hinge 150 mm from top one in centre and one 150 mm from bottom of gate. Fit Ultra double gate security gate lock to double gate and Ultra single gate security lock to single gates. Drill 4 holes of 12 mm diameter each side of main frame, space holes evenly and drill holes at least 100 mm deep in brick wall. Insert 132 mm long X 12 mm diameter round bar in holes and weld to main frame. Cut and grind flush with main frame. All corners shall be mitred 45 degrees and welding shall be neat with all welding flux and spots removed and clean with steel brush. Clean steel with metal cleaner or thinners to remove all oil and dirt. Apply one coat Plascon or Dulux metal primer, one coat Plascon or Dulux universal undercoat and one coat Plascon or Dulux white gloss enamel to gates. As per specification, allow paint to dry between coats.

DOORFRAMES

320 Work description: Break out wood or steel door frame

Break out wood or steel door frame for scrap and remove from site.

321 Work description: Replace wood frame with steel doorframe.

As required, cut toothings for the full height of openings. Set new frames in position, and build in. Make good in all trades. INCLUDE PLASTER to match the existing WALL FINISH. Pressed steel doorframes shall be mild steel, complying with SABS 1129. Joints shall be properly mitred, welded and reinforced at angels, and with welding neatly cleaned off on all faces. Frames shall be treated with one coat primer, complying with SABS 909, before leaving the factory. Frames shall be of 1,2mm metal with single rebates with widths required to suit the thickness of wall into which they are to be build in and fitted with tie bars and braces at the bottom, and lugs for building in, three to each jamb. Frames for single doors shall be provided with two 100mm steel butt hinges and an adjustable chromium plated striking plate as a mortise lock. Frames shall project not less than 20mm into floor finish and the space between jamb and wall shall be filled with mortar.

Respondent's signature:

Date and Company stamp

RFQ NUMBER:

ASSET NO: 02AX147B

ITEM CODE. SPECIFICATIONS PER ITEM.

Page 5 of 11

329 Work description: Paint frame complete 2 coats.

Previously painted wooden door frame: Wash thoroughly with a suitable detergent to remove all dirt, rinse with clean water. Remove defective paint/varnish and repair all holes and defective places with a suitable wood filler. Sand complete frame and wipe off all sanding dust with a damp cloth. Allow to dry and apply one coat universal and two coat finishing paint as per work list. Previously painted steel doorframes: Clean door frame from all rust and dirt by means of scraping, steel wire brush or sanding. Sand frame complete and wipe off all sanding dust with damp cloth. Allow to dry. Spot prime all exposed metal surfaces with an approved metal primer. Apply one coat universal undercoat and two coats finishing paint as per work list. New wooden door

FLOORS

367 Work description: Lay floor carpets Berber point

The laying of textile floor covering shall be in accordance with SABS 0186. The laying of carpets shall include all preparatory work to screed surfaces, priming and adhesives in accordance with the relevant manufacturer's instructions. Where skirting and quadrants are fixed the quadrants must be removed and the carpets laid against skirting, the quadrants must be re-fixed at their original place with new 32mm panel pins where no skirting or quadrants are fixed the carpets must be laid against the wall. After the carpets had been laid there must be no air bubbles and the cutting at doorframes must be neat. Where necessary doors must be cut at the bottom to have a clearance of 6mm. Glue marks on carpet tiles shall not be cleaned, tiles shall be

400 Work description: Replace skirting completely.

Skirting shall be 75 x 19mm meranti, in single lengths, where ever practical. Skirting shall be trenched at back. Fix skirting with wood plugs and nails or with steel nails. The nail heads must be countersunk and the hole filled with a suitable wood filler to match the wood colour and finished smoothly. Joints at headings, internal and external corners, shall be mitred. All joints shall be neat and tight fitting without the use of fillers. If necessary quadrants shall be loosely fitted to allow for carpets at a later stage.

404 Work description: Varnish wooden skirting, 2 coats.

Previously varnished skirting: Wash thoroughly with a suitable detergent to remove all dirt, rinse with clean water. Remove defective varnish and repair all holes and defective places with a suitable wood filler. Sand complete skirting and use damp cloth to wipe off sanding dust. Allow to dry and apply two coats varnish. New skirting to be varnished: Sand smooth, use damp cloth to wipe off sanding dust. Allow to dry. Apply three coats varnish to skirting. Allow drying time between coats as per

429 Work description: Paint floor

Item include cleaning of floor to the satisfaction of the project manager.

Respondent's signature:

Date and Company stamp

RFQ NUMBER:

ASSET NO: 02AX147B

ITEM CODE. SPECIFICATIONS PER ITEM.

Page 6 of 11

CUPBOARDS / TABLE

464 Work description: Supply/replace Formica post form top

PLUMBING INTERIOR

503 Work description: Fit toilet complete, include WC pan, cistern 9l, angle valve, flex connector and toilet seat.

Pedestal water closet pans shall be of the wash down type, approximately 400 mm high, of white glazed fire clay or vitreous china, complying with the requirements of SABS Specification 497. The pans shall have "P" traps with straight outlets or right or left hand side outlets, as required. Pans shall be bedded onto the floors in 3:1 cement mortar. Pan shall be level and parallel with wall next to Pan. Installation of the cistern shall be done in accordance with the relevant manufacturer's instructions. Use approved porcelain low level cistern that complies with the requirements of SABS Specification 821, and complies with the requirements of SABS Specification 497. Low level cisterns shall be of the valve less siphon type or of the flushing valve type, each with body and removable cover – NB: Flush pipes to flushing cisterns shall have an internal diameter of not less than 34 mm. Install Cobra brand angle valve with chrome plated or braided flex connector, any other brand make shall first be approved by project manager. The pan shall be fitted with approved solid plastic double flap seats having closed fronts of size and shape, required to fit the pan. Fix to pan with non-ferrous metal fixing bolts or plastic bolts.

526 Work description: Fit / replace sink taps 15mm.

Replace sink tap with Cobra heavy duty chrome plated star bib tap and chrome plated brass extension pipe. Taps for hot water shall be marked with red coloured plastic inserts and fixed on the left hand side of all basins, sinks, showers, etc. Fit taps for cold water with green/blue plastic inserts on the right hand side.

530 Work description: Install / replace sink single bowl.

Stainless steel sinks with draining boards for domestic use shall comply with the Requirements of SABS Specification 242, and shall be constructed of Type 304 stainless steel with exposed surfaces having satin finish. All provided with splash backs, tiling keys at back and at ends where against walls. The stainless steel for bowls and draining boards having an overall length not exceeding 1,52m shall be 0,9 mm thick, but for draining boards having an overall length exceeding 1,52m shall be 1,25 mm thick.

**Overlay sink shall be with brackets on bottom, no fixing on front or exposed sides shall be allowed.

**Drop in sinks fitted to post form tops shall be sealed with mould resistant silicone sealer and sealer shall be applied between sink and post form top, it shall not be applied only around sink after sink had been fitted in position.

536 Work description: Install Hydro boil or as specified under basin type geyser complete

Respondent's signature:

Date and Company stamp

RFQ NUMBER:

ASSET NO: 02AX147B

ITEM CODE. SPECIFICATIONS PER ITEM.

Page 7 of 11

541 Work description: Replace pressure control valve for geyser

553 Work description: Install / replace water pipes 22mm copper pipes.

Copper pipes for domestic water services in all cases shall comply with the requirements of SABS Specification 460 Class 2 and 3. For applications below ground only Class 2 or 3 shall be used. Pipe work shall be of Class 2 or 3. Provision must be made for union couplings in strategic places. No exposed surface mounted piping will be permitted on wall surfaces except where it is unavoidable and provided it is not unsightly, all to the approval of the Manager. A proper inclination shall be maintained in fixing pipes so that no air can be logged in them. All pipe work to be installed in compliance with manufacturers specification and SABS 0252 code of practice. Provision must be made for thermal expansion and the proper anchoring there of. All pipe runs should be flushed, fastened and pressure tested, prior to the application of any terminal fittings.

558 Work description: Supply a water point.

Provision must be made for union couplings in strategic places. Fittings shall be approved capillary solder type fittings or and brass compression fittings, each joint being formed by cutting the pipe-ends square with a pipe cutter. For capillary fittings use only 2 mm solid core wire solder and approved self cleaning paste. Joint shall be wiped clean with a damp cloth after jointing. All necessary couplings, connectors, bends, elbows, tees and other fittings as may be required, shall be provided to supply a

559 Work description: Supply a water point for multi layer type pipe.

Provision must be made for union couplings in strategic places. Fittings shall be approved type fittings or and brass compression fittings, each joint being formed by cutting the pipe-ends square with a pipe cutter. All necessary couplings, connectors, bends, elbows, tees and other fittings as may be required, shall be provided to supply a

ROOF

599 Work description:

ROOF

593 Work description: Replace loose screws with coach type roof screws FOR CORR IRON SHEETS.

Replace all loose screws with 75mm coach screws for corr iron. The coach screws shall be screwed into the wood purlin, using either a hand-operated speed wrench or an electrical nut runner. The screws must be screwed into the purline at an angle of 90 degree to the profile of the roofing sheet. THE SCREW MUST NOT BE HAMMERED INTO THE PURLINE. Use bond it roof washer with coach screws.

CARE MUST BE TAKEN NOT TO DAMAGE ROOF SHEETS. DO NOT OVER TIGHTEN NEW ROOF SCREWS.

N.B. Any damage to roof covering shall be repaired or replaced by the contractor at his own expense.

Respondent's signature:

Date and Company stamp

RFQ NUMBER: **ASSET NO: 02AX147B**

ITEM CODE. SPECIFICATIONS PER ITEM. Page 8 of 11

606 Work description: Replace decay roof timber / purlin
Carefully take down the roofing sheets and ridging with out damaging them and store for re-use. Remove all the scrap purlin as specified from rafters and remove from site. Provide and fix new purlin to match existing purlin in size. Purlin shall be laid 50mm side on rafter. All expose faces shall be wrot. Purlin shall in addition to nails also be secured to rafters at each intersection with a single 3,2 mm diameter galvanized wire tie with ends twisted. Any timber delivered to site not bearing the grade and SABS marks as specified above must immediately be removed from site and no portion of any such delivery may be used for any purpose. No marking of timber on site will be permitted. Use only Pozi Grip course thread and right size for corrugated roof sheets in fastening the sheeting to the wood purlin with, screws shall be Zinc and Cadmium plated or galvanized M6 coach screws. Use only 26mm bonded roof washers. **NOTE:** Do not over-tighten screws. Drive screw until slight deformation is just visible at crest of rib.

607 Work description: Replace 38 x 38mm battens
Carefully take down the roofing sheets specified and store for re-use. Provide and fix new sprocket section to match existing. Any timber delivered to site not bearing the grade and SABS marks as specified above, must immediately be removed from site and no portion of any such delivery may be used for any purpose. No marking of timber on site will be permitted.

608 Work description: Repair damaged roof

655 Work description: Clean underside of roof overhang
Remove all loose, chalky, flaking, peeling paint from underside of roof overhang back to a bare surface.

657 Work description: Paint roof CORRUGATED
The Project manager must first approve roof after cleaning, before the first coat is applied and must first approve the first coat before the second coat can be applied. Roof shall be 100% clean before the roof paint is applied. All the rusted areas shall be spot primed, and the primer shall be dry before the first coat of Dulux roof guard or Plascon roof paint is applied. The roof paint shall be applied by brush, the use of roller or broom is not permitted. The paint shall be applied according to the manufacturer's specifications and over coat times.
EVEN IF THE PROJECT MANAGER DID APPROVE THE ROOF TO BE PAINTED AFTER THE ROOF HAD BEEN CLEANED, THE CONTRACTOR WILL STILL BE RESPONSIBLE IF THE PAINT PEEL DURING THE RETENTION OR GUARANTEE PERIOD, AS THE CONTRACTOR SHALL PREPARE WORK AND APPLY THE PAINT ACCORDING TO THE MANUFACTURE'S SPECIFICATIONS.

666 Work description: Paint expose roof timber purlin.
Item include, remove all loose, chalky, flaking, peeling paint from wood purlines, sand and cleaning by washing off all dirt and sanding dust, leave to dry before applying paint. Apply 2 coats white Dulux roof guard paint

Respondent's signature:

Date and Company stamp

RFQ NUMBER: **ASSET NO: 02AX147B**

ITEM CODE. SPECIFICATIONS PER ITEM.

Page 9 of 11

WALLS EXTERIOR

760 Work description: Paint wall, brick finish.

All paint work shall be done to the specification of the manufacturer. Over coating time shall be allowed as specified by the manufacturer. All surfaces not being painted, such as brick work, sills, floors and the like must be covered up and protected against spotting before any painting commences. No sweeping or dusting shall be allowed while painting is in progress or while paint is still wet. All items that are more cost effective to be removed from wall and to be re-fixed, must be removed to avoid cutting in against items such as notice boards and other items.. Dry film thickness to be 90µm

PLUMBING EXTERIOR

805 Work description: Provide or replace under ground 110mm PVC sewer pipes

All drainage work to buildings shall be carried out by a registered plumber and drains shall be accurately laid to lines and gradients shown on the drainage drawings as approved by the local authority. All drains shall be tested and passed in accordance with the National Building Regulations and the deemed-to-satisfy rules of part of SABS 0400, before the property may be occupied and the drains put into use. Barrels of pipes shall rest on solid ground. Testing of under ground drainage systems: All underground drains fittings and connections shall be air tested as described each section of drain between manholes being tested separately. The Contractor shall provide all necessary testing apparatus expanding plugs, stoppers, rods, water, ropes, etc. and any other materials and labour that may be required for the complete and proper testing of the drains. No drains or fittings shall be covered or encased in concrete until they have been tested and approved by the Manager. After drains have been laid, an interval of at least 48 hours shall elapse before testing so as to allow sufficient time for the joint to set. After the above test has been successfully carried out throughout all the drains, a smooth rubber ball of diameter 12mm less than the diameter of the pipe shall be passed through all the drains in order to ensure that no internal obstructions exists. After the filling of the trenches has been completed, the above tests shall be repeated. All defective materials or workmanship that may result in failure of the rains, fittings or connections to withstand the prescribed tests shall be made good and a new test subsequently carried out. The necessary tests shall be repeated until the whole of the work is found thoroughly sound and watertight. No patching up of joints, pipes or connections will be allowed and all defective pipes shall be carefully cut out and made good in a proper manner to the entire satisfaction of the Project Manager. Local authorities: The Contractor shall comply, in addition to the requirements set out above, with any by-laws of the Local Authority to whose drainage or water systems the drainage and water supplies are to be connected.

Respondent's signature:

Date and Company stamp

RFQ NUMBER:

ASSET NO: 02AX147B

ITEM CODE. SPECIFICATIONS PER ITEM.

Page 10 of 11

806 Work description: Couple new sewer to existing sewer pipe line

Only registered plumbers and drain layers shall be employed on any plumbing and drainage work.

As required cut into the existing soil and waste water drains where shown or required and insert new inspection eye junction for connecting to the new branch drains. Do all

work to comply with National building regulations SABS 0400809 Work description: Fit/replace manhole cover

Hack up concrete surrounds. Prepare and provide new covers with frames with frames bedded in concrete surrounds finished off in 2:1 cement mortar. Manhole covers to inspection chambers shall be of cast iron complying with the requirements of SABS Specification 558 and coated with an approved preservative solution before leaving the covers shall be of the types, sizes and approximate mass specified in the table hereunder

TYPE DESCRIPTION	NOMINAL SIZE (DAYLIGHT) (mm)	APPROXIMATE MASS (kg)
2A Roadway type	550 dia 190,	2B Roadway type with ventilation openings 550 dia 180,
8A Double seal	600 x 450 72,	9C Single seal 600 x 450 39. 9D

817 Work description: Pipe laying

Provide and connect to the connection previously specified, water supply piping of type and diameter as shown on the drawing or as directed, and lay under-ground to the lines shown or as been directed. Type and diameter of piping: 22mm poly cop At various points where shown, inset T-pieces for branches and lay similar piping to the various points as shown and leave ready for internal connections. Provide all the necessary tees, bends, etc. and do all the necessary cutting and jointing of piping as required. Black polyethylene and poly cop piping: Black polyethylene and poly cop piping and pipe fittings for use in cold water services shall comply with the requirements of SABS 533 "Black polyethylene and poly cop pipes for cold water services" and be of the type specified in the Particular Specification Bills of Quantities. Joints shall be made with fittings complying with the above standard specification and in accordance with Code of Practice SABS 0112 "The installation of polyethylene and un plasticized polyvinyl chloride pipes".

EXCAVATIONS/BACKFILL

866 Work description: Dig trench

Definitions: Earth shall mean ground that can be removed by hand tools pick and spade and shall include loose gravel, clay ground, loose or soft shale, loose oukclip and any loose boulders less than 75 mm in diameter. Soft rock shall mean rock that can be loosened by hand, pick or crowbar and includes hard shale, compact oukclip, stone of a similar hardness and boulders from 75 mm diameter up to 0,03 cubic metres in volume. Hard rock shall mean granite, quartzite sandstone, slate and rock of similar or greater hardness and boulders from over 0,03 cubic metres in volume. Excavations for drainage trenches shall be of depths and gradients shown on drawings or as directed. Trenches shall be excavated to straight lines and shall be of sufficient width

Respondent's signature:

Date and Company stamp

RFQ NUMBER:

ASSET NO: 02AX147B

ITEM CODE. SPECIFICATIONS PER ITEM.

Page 11 of 11

to allow adequate working space. Sight rails, boning rods, etc. shall be employed in excavating the trenches to ensure even gradients. Any soft or loose areas in the trenches shall be filled in with well rammed earth, or other approved filling. Uneven bottoms in rock cutting shall be made good with Class A concrete, but with 19 mm stone. Any excavations taken out too deep shall be made up with well rammed/compacted earth, or other approved filling, at the Contractor's expense. Properly perform all planking and strutting to sides of trenches and excavations as may be required. The excavations and trenches shall be kept free from water and other liquids, by pumping, baling or otherwise. Every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be- STAATSKOERANT, 18 JULIE 2003 No. 25207 35 (j) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and (ii) . provided with warning sign or any other clearly visible boundary indicators at night or when visibility is poor; 0) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation; (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and (l) cause warning signs to be positioned next to

FENCING

920 Work description: Install double gate 5m wide

Gate posts 100mm diameter are to be 2,9m long, each planted 0,8 m deep into ground and embedded in a concrete 15MPA block, size 600 x 600 x 800 mm deep. Gates for security fence 1.8m and higher to have a framework of diameter class A galvanized 42mm steel pipe and must be of standard type. Gates to be covered with razor clip mesh and fixed to gates with 2mm galvanized steel wire at 300mm intervals or if specified with wire mesh or at coastal areas filled in with plastics coated mesh. Provide locking mechanisms to all gates free of razor mesh. Replace gate. Remove irreparable gates. Provide and hang to adjustable hinges, Gates shall match gates to

P AND G

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

Respondent's signature:

Date and Company stamp

TRANSNET FREIGHT RAIL
ENQUIRY NUMBER: BFX/54045
DESCRIPTION OF THE WORKS: FOR THE REPAIR AND MAINTENANCE TO GOODS OFFICE, RTS DEPOT IN COLESBERG (ASSET 02AX147B) WITHIN A PERIOD OF 3 MONTHS

HEALTH AND SAFETY

943 Health and safety. Cost for the risk and safety must include the risk assessment. The risk assessment is a full identification of the risks before the work starts and the necessary equipment, appropriate precautions and systems of work that must be provided and implemented. Cost for risk and safety include complete compliance with the current Occupational Health & Safety Act. The standardised Transnet Freight Rail induction shall be given to all staff of all contractors at the start of each project and the contractors with all his staff that will work on the Transnet Freight Rail site shall attend Transnet safety the induction on the date as agreed on between TFR Project manager

Respondent's signature:

Date and Company stamp

E7/1 (July 1998)

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

(This Specification shall be used in Transnet Contracts)

CONTENTS

<u>CLAUSE NO'S</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1.	<u>DEFINITIONS</u>	3
	<u>PART A - GENERAL SPECIFICATION</u>	
2.	Authority of officers of Transnet	4
3.	Contractor's representatives	4
4.	Occupations and work permits	4
5.	Speed restrictions and protection	5
6.	Roads on Transnet property	5
7.	Clearances	5
8.	Stacking of material	5
9.	Excavation, shoring, dewatering and drainage	5
10.	False work for structures	6
11.	Piling 6	
12.	Underground services	6
13.	Blasting 6	
14.	Rail trolleys	7
15.	Signal track circuits	7
16.	Penalty for delays to trains	7
	<u>PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE ELECTRICAL EQUIPMENT</u>	
17.	General 8	
18.	Work on buildings of fixed structures	8
19.	Work done on or outside of rolling stock, including loading and unloading	8
20.	Use of equipment	9
21.	Carrying and handling material and equipment	9
22.	Precautions to be taken when erecting or removing poles, antennae and trees	10
23.	Use of water	10

24.	Use of construction plant	10
25.	Work performed under dead conditions under cover of a work permit	10
26.	Traction return circuits in rails	11
27.	Blasting	11
28.	High-voltage electrical equipment not maintained and/or operated by Transnet	11

ANNEXES

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

1 DEFINITIONS

The following definitions shall apply:

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

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

Bond. A short conductor installed to provide electrical continuity.

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

Dead. Isolated and earthed.

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

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

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

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

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

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

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

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

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

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

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

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

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

PART A - GENERAL SPECIFICATION

2. AUTHORITY OF OFFICERS OF TRANSNET

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

3. CONTRACTOR'S REPRESENTATIVES

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

4. OCCUPATIONS AND WORK PERMITS

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

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

5. SPEED RESTRICTIONS AND PROTECTION

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

6. ROADS ON TRANSNET PROPERTY

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

7. CLEARANCES

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

8. STACKING OF MATERIAL

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

9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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

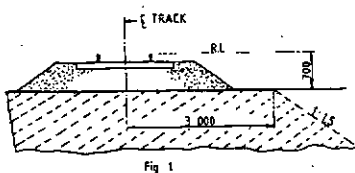


Fig 1

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

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

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

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

10. FALSEWORK FOR STRUCTURES

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

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

11. PILING

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

12. UNDERGROUND SERVICES

- 12.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services, which may be damaged thereby.
- 12.2 Any damage shall be reported immediately to the Technical Officer, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

13. BLASTING

- 13.1 The provisions of clause 23 of the E.5, General Conditions of Contract or clause 21 of the E.5 (MW), General Conditions of Contract for Maintenance Work, shall apply to all blasting operations undertaken in terms of the Contract.
- 13.2 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).
- 13.3 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Technical Officer, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station.
Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.
- 13.4 The flagmen described in 13.3, where provided by Transnet, are for the protection of trains and Transnet property only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.
- 13.5 The person described in 13.3 will record in a book provided and retained by Transnet the dates and times -

- (i) when each request is made by him to the controlling station for permission to blast;

- (ii) when blasting may take place;
- (iii) when blasting actually takes place; and
- (iv) when he advises the controlling station that the line is safe for the passage of trains.

13.6 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Technical Officer and the person who will do the blasting shall both sign the book whenever an entry described in 13.5 is made.

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

14. RAIL TROLLEYS

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

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

15. SIGNAL TRACK CIRCUITS

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

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

16. PENALTY FOR DELAYS TO TRAINS

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

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

17. GENERAL

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

18. WORK ON BUILDINGS OR FIXED STRUCTURES

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

- 18.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Works.
- 18.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

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

- 19.1 No person shall stand, climb or work whilst on any platform, surface or foothold higher than the normal unrestricted places of access, namely -
- (i) the floor level of trucks;
 - (ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
 - (iii) walkways between coaches and locomotives.

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

- 19.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.
- 19.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.
- 19.4 The Responsible Representative shall warn all persons under his control of the danger of being near live high-voltage equipment, and shall ensure that the warning is fully understood.
- 19.5 Where the conditions in 19.1 to 19.3 cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable Safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by Transnet and at its costs, as an Authorised Person to work closer than 3 metres from live overhead conductors and under such conditions as may be imposed by the Senior responsible Electrical Engineer in Transnet.

20. USE OF EQUIPMENT

- 20.1 Measuring Tapes and Devices
- 20.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.
- 20.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the live high-voltage equipment.
- 20.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer in Transnet, but these devices must not be used within 3 metres of live high-voltage equipment in rainy or wet conditions.
- 20.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in 20.1.1 to 20.1.3 are required.

20.1.5 The restrictions described in 20.1.1 to 20.1.3 do not apply on a bridge deck between permanent parapets nor in other situations where a barrier effectively prevents contact with the live high-voltage equipment.

20.2 Portable Ladders

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

21. CARRYING AND HANDLING MATERIAL AND EQUIPMENT

21.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material, which exceeds 2 metres in length, shall be carried completely below head height near live high-voltage equipment. For maximum safety two or more persons so as to maintain it as nearly as possible in a horizontal position should carry such material. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any live high-voltage equipment.

21.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any live high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.

21.3 The presence of overhead power lines shall always be taken account of especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

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

22.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:

(i) If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.

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

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

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

23. USE OF WATER

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

24. USE OF CONSTRUCTION PLANT

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

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

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

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

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

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

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

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

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

26. TRACTION RETURN CIRCUITS IN RAILS

- 26.1 DANGEROUS CONDITIONS CAN BE CREATED BY REMOVING OR SEVERING ANY BOND.
- 26.2 Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by Transnet personnel.
- 26.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Technical Officer at least 7 days written notice when removal of such bonds is necessary.
- 26.4 No work on the track which involves interference with the traction return rail circuit either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

27. BLASTING

- 27.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 14 days notice of his intention to blast.
- 27.2 No blasting shall be done in the vicinity of electrified lines unless a member of Transnet's electrical personnel is present.
- 27.3 The terms of clause 13 hereof shall be strictly adhered to.

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

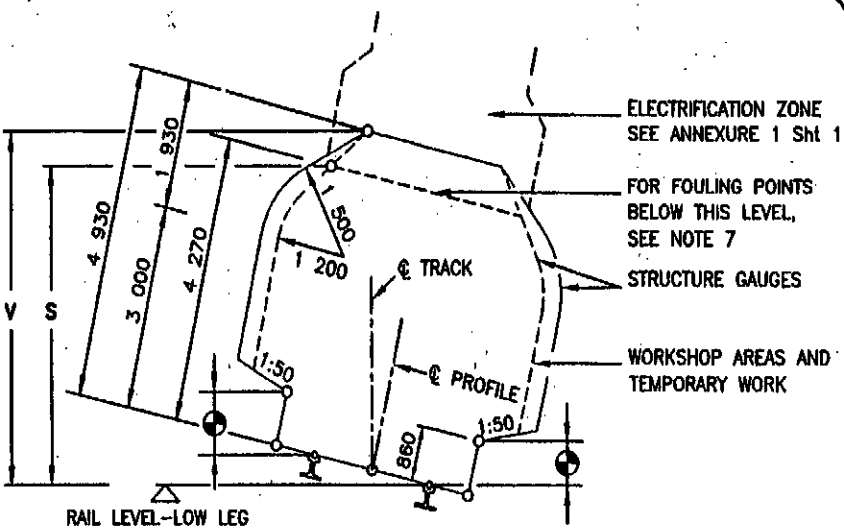
Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by Transnet, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

Such equipment includes: -

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

ANNEXURE 1
 SHEET 2 of 5
 AMENDMENT

VERTICAL CLEARANCES :
 1 065mm TRACK GAUGE



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

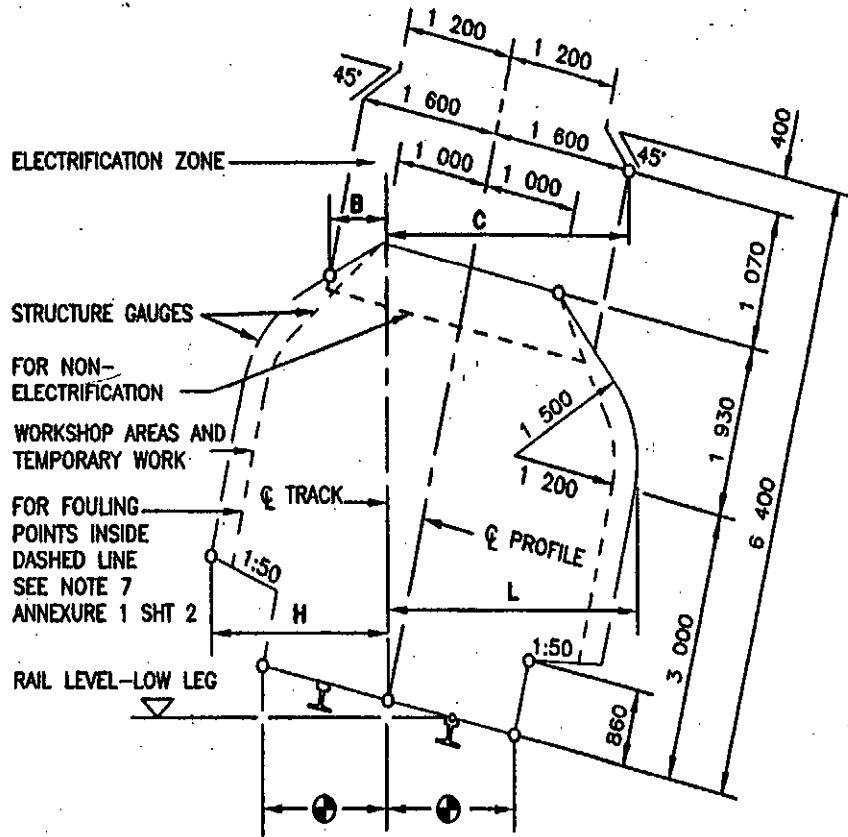
REMARKS:

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

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

ANNEXURE 1
 SHEET 1 of 5
 AMENDMENT

HORIZONTAL CLEARANCES :
 1 065mm TRACK GAUGE



RADIUS (m)	WITH CANT		NO CANT	WITH CANT	
	H (mm)	L (mm)	H & L	B (mm)	C (mm)
90	2 730	3 090	2 780	1 130	2 100
100	2 700	3 030	2 750	1 140	2 050
120	2 650	2 970	2 700	1 160	2 010
140	2 620	2 920	2 660	1 175	1 990
170	2 590	2 870	2 630	1 180	1 970
200	2 570	2 820	2 600	1 205	1 950
250	2 550	2 790	2 580	1 230	1 920
300	2 540	2 760	2 560	1 250	1 900
350	2 530	2 730	2 540	1 270	1 890
400	2 520	2 710	2 530	1 290	1 875
500	2 510	2 680	2 520	1 320	1 850
600	2 500	2 660	2 510	1 340	1 830
800	2 490	2 620	2 500	1 365	1 790
1 000	2 480	2 600	2 490	1 380	1 760
1 200	2 480	2 580	2 490	1 200	1 730
1 500	2 480	2 550	2 480	1 415	1 700
2 000	2 480	2 500	2 480	1 440	1 660
3 000	2 470	2 470	2 470	1 500	1 600
>5 000	2 460	2 460	2 460	1 600	1 600

REMARKS:

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

BE 97-01 Sht 1 of 5 DATE : JUNE 2000

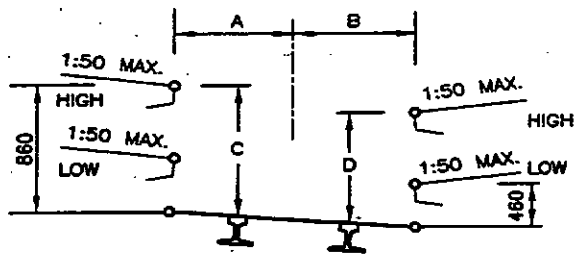
110

ANNEXURE 1
 SHEET 3 of 5
 AMENDMENT

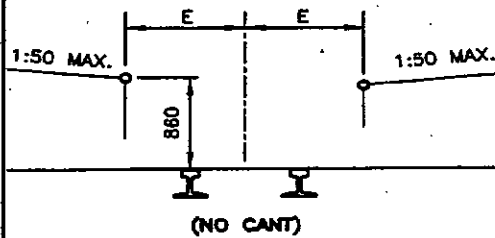
CLEARANCES : PLATFORMS

PLATFORMS : TRACK GAUGE 1 065mm

PASSENGERS



GOODS

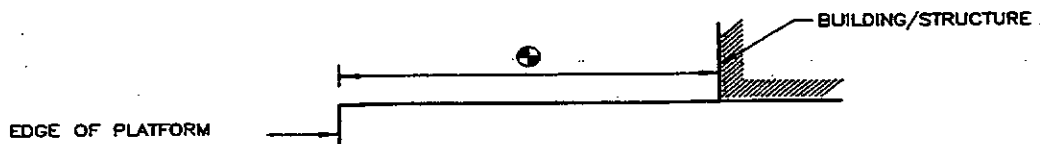


RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
350	1 520	1 560	880	830	1 600
400	1 520	1 550	880	840	1 590
500	1 520	1 540	880	850	1 580
600	1 520	1 530	870	850	1 570
800	1 520	1 520	860	860	1 560
1 200	1 520	1 520	860	860	1 550
2 000	1 520	1 520	860	860	1 540
3 000	1 520	1 520	860	860	1 530
STRAIGHT	1 520	1 520	860	860	1 520

REMARKS:

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

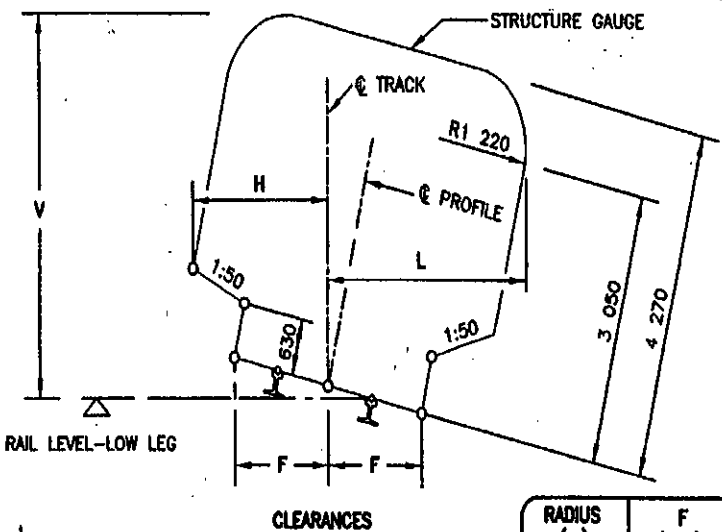
STRUCTURES ON PLATFORMS : 1 065mm AND 610mm TRACK GAUGE



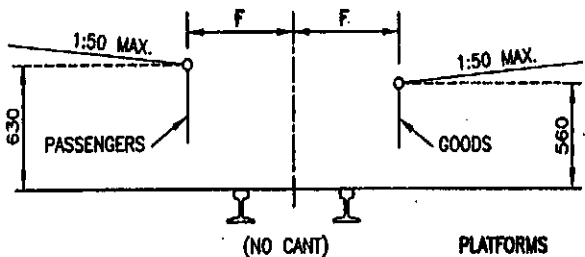
BE 97-01 Sht 3 of 5 DATE : JUNE 2000

ANNEXURE 1
 SHEET 5 of 5
 AMENDMENT

CLEARANCES : 610mm TRACK GAUGE



RADIUS (m)	WITH CANT		NO CANT	V (mm)
	H (mm)	L (mm)	H & L (mm)	
50	2 370	2 490	2 400	4 320
70	2 310	2 420	2 330	4 310
100	2 260	2 370	2 280	4 310
140	2 220	2 340	2 250	4 310
200	2 200	2 300	2 220	4 300
300	2 190	2 270	2 200	4 300
500	2 180	2 230	2 190	4 290
700	2 170	2 200	2 180	4 270
1 000	2 170	2 170	2 170	4 270
>2 000	2 160	2 160	2 160	4 270



RADIUS (m)	F (mm)
50	1 550
60	1 510
80	1 460
100	1 430
120	1 410
140	1 390
170	1 380
200	1 370
250	1 360
300	1 350
600	1 330
1 000	1 320
>2 000	1 320
STRAIGHT	1 310

REMARKS:

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

BE 97-01 SHt 5 of 5 DATE : JUNE 2000

PART 4: SITE INFORMATION

1. Description of the Site and its surroundings

1.1. General description

The work is to be carried out at Transnet Freight Rail, Colesberg

1.2. Access Limitations

None

1.3. Ground conditions in areas affected by work in this contract

None

1.4. Hidden and other services within site

No hidden services