



NEC3 Engineering and Construction Short Contract (ECSC)

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/30

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

and

PENDING

Tender Number

BLE/53430

Description

ALTERATIONS TO PROVIDE FACILITIES, BEAUFORT WEST
(ASSET NO. 02BG097C)

"PREVIEW COPY ONLY"

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

Works Information

Site Information

Appendices

"PREVIEW COPY ONLY"

T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the **alterations to provide facilities for ladies, Beaufort West (asset no. 02BG097C)**

Tenderers should have a CIDB contractor grading designation of 2 GB or higher.

Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.

Preferences are offered to tenderers who have a valid SANAS accredited BBBEE Certificate.

The physical address for collection of tender documents is **Transnet Freight Rail (RME), Bellville Square, off Robert Sobukwe Road, Bellville-South**

Documents may be collected during working hours after **10:00-hrs** on **Thursday, 23 July 2015** or request an electronic copy from **susan.dejongh@transnet.net**

Queries relating to the issue of these documents may be addressed to

Mr/Ms	Susan De Jongh
Tel No	(021) 940 1897
Fax No.	021 940 1940
Vax No.	086 501 8452
Email	susan.dejongh@transnet.net

A compulsory clarification meeting with representatives of the Employer will take place on **Thursday, 30 July 2015 at 11:00-hrs**. Tenderers are to meet at the station building at Beaufort West. Tenderers to bring own PPE (personal protective equipment) and I.D. document.

The closing time for receipt of tenders is **10:00-hrs** on **Tuesday, 6 August 2015**. Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted. The address where tenders will close is **Transnet Park, Robert Sobukwe Road, Bellville-South**.

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 fully subscribes to Government's New Growth Path objectives and Supplier Development commitments by Respondents will consequently feature prominently in the evaluation and award of this business.

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

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**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND INTENTION TO TENDER**

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail	Project No.: BLE/53430
Fax No. 086 501 8452	RFQ No.: BLE/53430
Attention: Susan De Jongh	Closing Date: Thursday, 30 July 2015

For: ALTERATIONS TO PROVIDE FACILITIES FOR LADIES, BEAUFORT WEST (ASSET NO. 02BG097C)

We: Do wish to tender for the work and shall return our tender by the due date above

Check
Yes ☐

Do not wish to tender on this occasion and herewith return all your documents received

No ☐

REASON FOR NOT TENDERING:

COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS

SIGNATURE : _____

TITLE: _____

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (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 T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C: The contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) Part C2: Pricing data C2.1 Pricing instructions C2.2 Price List Part C3: Scope of work C3 Works Information Part C4: Site information C4 Site information
F.1.4	The Employer's agent is: Transnet Freight Rail RME Name: Susan De Jongh Address: Transnet Park Building, off Modderdam Road, Bellville South Tel No. (021) 940 1897 Fax No. 086 501 8452 E – mail Susan.dejongh@transnet.net
F1.6	The competitive negotiation procedure may be applied.

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

1. Tender offers will only be accept if the following is submitted with the tender document:

- a) Technical Compliance Sheet has been completed, signed and stamped
- b) Bill of Quantities
- c) Form of Offer and Acceptance

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 2GB 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 2GB or higher class of construction work; and 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 2 GB 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 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

The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Maximum number of points	Maximum number of points
Programme - Demolishing of work - Installation of water, sewerage and electrical pipe - Preparation for painting - Maintenance and painting - Finalization of work	20%	20%
Health and Safety Plan - Safety plan to be submitted in accordance with the OHS Act 1993, TFR-ISM-RN-R&C-FM009 and includes a risk assessment, method statement, safe working procedure and fall protection plan	10%	20%

- Valid of Good-Standing	10%	
Management and CV's of Key People - CV's and proof of qualification of all plumbing and electrical workforce	5%	5%
Previous Experience - Proof of previous and similar projects (Specific to alterations and construction works)	20%	20%
Method Statement – How the work will be carried out - Safe working access and safety control on site - Demolishing of walls - Building of walls and partitions - Plumbing and electrical work - Tiling and flooring - Maintenance and Painting - Quality control on site. - De-establishment - Mitigate how to combat the risk associated with the installation of aluminium partitions	3% 3% 3% 3% 3% 3% 3% 3% 2% 2%	25%
Quality Plan - Project Quality Control plan - Inspection Checklist	5% 5%	10%
Maximum possible score for quality (W_Q)	100	100

Quality shall be scored by not less than three evaluators and averaged in accordance with the schedules below. Failure to submit these Schedules will result in the tenders scoring zero.

- T2.2-2 Programme
- T2.2-7 Management and CV's of Key People
- T2.2-22 Health and Safety
- T2.2-25 Previous Experience
- T2.2-37 Method Statement
- T2.2-20 Quality

The minimum number of evaluation points for quality is : 60

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 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 the above mentioned stipulation, numbered 1 and 2 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.

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
 F2.15.1 are to be shown on each tender offer package are:

Location of tender box **ON THE GROUND FLOOR BEHIND RECEPTION**

Physical address: **6TH FLOOR TRANSNET PARK
 ROBERT SOBUKWE ROAD
 BELLVILLE**

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

- PROJECT NAME : ALTERATIONS TO PROVIDE FACILITIES FOR LADIES, BEAUFORT WEST (ASSET NO. 02BG097C)
- TENDER NUMBER : BLE/53430

Documents must be marked for the attention of **THE SECRETARIAT, TRANSNET ACQUISITION COUNCIL**

Prior arrangement on the submittal of large tender documents should be made with Contract Specialist.

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 8 weeks

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

1. an **original** or a **certified copy** of a **valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid SANAS B-BBEE accreditation certificate,
3. All Returnable Documents listed in Section T2.1.

F.3.4 The time and location for opening of the tender offers are:

Time 10:00 on Thursday, 6 August 2015

Location: Ground Floor behind reception, Transnet Park, Robert Sobukwe Road, Bellville

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

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 tenders received have a value of below 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 are equal to, or above R1 000 000, the tender invitation must be cancelled

F.3.13 Tender offers will only be accepted if:

- a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- b) 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;
- c) the tenderer does not appear on Transnet list for restricted tenderers.
- d) 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;
- e) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- f) 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 practices.

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:

- 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. Returnable Schedules

T2.2-1	Changes to tender documents
T2.2-2	Programme
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
T2.2-10	Site Establishment requirements
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
T2.2-21	Environmental Management Plan
T2.2-22	Health and Safety Plan
T2.2-25	Previous experience
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-36	RFP Declaration Form
T2.2-37	Method Statement
T2.2-38	Declaration of Understanding (Environmental and Health & Safety)
T2.2-43	RFP – Breach of Law
T2.2-50	Preference Points Claim Form
T2.2-51	Certificate of Acquaintance with the Tender Documents
	Technical Compliance Sheet

This schedule is required for payment purposes only:

2.2-34 Supplier Declaration Form

2. C1.1 Offer portion of Form of Offer & Acceptance

3. C1.2 Contract Data Part 2: Data by Contractor

4. C2.2 Bill of Quantities

T2.2 Returnable Schedules

T2.2-1	Changes to tender documents
T2.2-2	Programme
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
T2.2-10	Site Establishment requirements
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
T2.2-21	Environmental Management Plan
T2.2-22	Health and Safety Plan
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T2.2-37	Method Statement
T2.2-38	Declaration of Understanding (Environmental and Health & Safety)
T2.2-43	RFP – Breach of Law
T2.2-50	Preference Points Claim Form
T2.2-51	Certificate of Acquaintance with the Tender Documents
Technical Compliance Sheet	

T2.2-1 : Changes to Tender Document

Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.

Do not return this schedule if no alternative tender is submitted.

The Conditions of Tender state that the tenderer may:

- F.2.12.1

Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- 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.

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

Document No.	Subject of the proposed change	Propose to change to:

Signed

Date

Name

Position

Tenderer

T2.2-2 : Programme – Pre Qualifying Criteria Schedule

Note to tenderers:

Programme

Please provide your proposed programme inclusive but not limited to the following:

- Demolishing of existing walls and flooring
- Installation of water, sewerage and electrical pipes
- Preparation for painting
- Maintenance and painting
- Finalization of work

	Programme
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	The programme is poor and is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The programme is generic and not tailored to address specific project objectives. The programme does not adequately deal with the critical characteristics of the project.
Good (score 90)	The programme addresses the specific project objectives and is sufficiently flexible to accommodate changes that may occur during execution.

Signed

Date

Name

Position

Tenderer

The risk elements are to be priced separately in this Schedule. If No Risks are identified "No Risks" must be stated on this schedule.

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"PREVIEW COPY ONLY"

Date _____

Position _____

Tenderers to submit a list of all Equipment and other resources that he proposes to use to execute the work as described in the Service Information, as well as the availability and details of ownership for each item.

[illegible]

Signed _____ Date _____

Name	Position
...	...

Tenderer _____

T2.2-7 : Management & CV's of Key Persons – ECSC¹ - Pre-qualifying Quality Criteria Schedule

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

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 and also identify the required legal appointments.)
2. CV's, proof of qualifications and certificates 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 Short 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:

	General experience and qualifications	Adequacy for the assignment	Knowledge of issues pertinent to the project
0	The tenderer has submitted no information or inadequate information to determine a score.		
Poor (score 40)	Key staff have limited levels of general experience	Key staff have limited levels of project specific education, skills, training and experience	Key staff have limited experience of issues pertinent to the project
Satisfactory (score 70)	Key staff have reasonable levels of general experience	Key staff have reasonable levels of project specific education, skills, training and experience	Key staff have reasonable experience of issues pertinent to the project
Good (score 90)	Key staff have extensive levels of general experience	Key staff have extensive levels of project specific education, skills, training and experience	Key staff have extensive experience of issues pertinent to the project
Very good (score 100)	Key staff have outstanding levels of general experience	Key staff have outstanding levels of project specific education, skills, training and experience	Key staff have outstanding experience of issues pertinent to the project

¹NEC3 Engineering & Construction Short Contract (June 2005).

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

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T2.2-8 : Schedule of Proposed Subcontractors / sub consultants

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 / Sub consultants 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	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			

Signed

Name

Tenderer

Date

Position

T2.2-9 : Insurance provided by the Contractor

Clause 82.1 in NEC3 Engineering & Construction Short Contract (June 2005) 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 82.1 of the ECSC)	Name of Insurance Company	Cover	Premium
Loss of or damage to the <i>works</i> .			
Loss of or damage to Equipment, Plant and Materials.			
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with this <i>Contractor's</i> Providing the Works.			
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

T2.2-10 : Site Establishment / Laydown Area

Tenderers to indicate their Site establishment and/or laydown area requirements:

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.

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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

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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

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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:	Transnet Freight Rail (RME), Robert Sobukwe Road, Bellville Square, Bellville-South	
On (date)	Station Building, Beaufort West	Starting time: 11:00

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

"PREVIEW COPY ONLY"

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:

- ☐ 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

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
 ☐ 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 any provincial legislature
 ☐ a member of an accounting authority of any national or provincial public entity
- ☐ a member of the National Assembly or the National Council of Province
 ☐ an employee of Parliament or a provincial legislature
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity

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

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 – Prequalifying Qualifying Criteria Schedule

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:

- Proof of previous and similar projects (Specific to alterations and construction works)

Attached submissions to this schedule

Signed

Date

Name

Position

Tenderer

No Response (score 0)	Failed to provide information.
Poor (score 40)	Poor response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.
Satisfactory (score 70)	Satisfactory response/answer/solution to the particular aspect of the requirement. Evidence given that the stated employer's requirements will be met.
Good (score 90)	Good response/answer/solution demonstrate real understanding and evidence of ability to meet stated employer's requirements.
Very Good (score 100)	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.

T2.2-21 Environmental Management Plan

1. The tenderer must provide their environmental management policy and standard environmental management plan describing relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.

The following document is key -

TFR/EMS (SES)-001

2. Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular Transnet **policy statements and environmental specifications**.

Attached submissions to this schedule:

Signed

Date

Name

Position

Tenderer

T2.2-22 : Health and Safety Plan – Prequalifying Quality Criteria Schedule

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. A Safety Plan submitted in accordance with the OHSA 1993 and Transnet's Health and safety Specification – TFR-ISM-RN-RSC-FM009

Attached submissions to this schedule:

The scoring of the Health and Safety Requirements will be as follows:

	Health and Safety
No Response (score 0)	Failed to provide information.
Poor (score 40)	Poor response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.
Satisfactory (score 70)	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.
Good (score 90)	Good response/answer/solution demonstrate real understanding and evidence of ability to meet stated employer's requirements.
Very Good (score 100)	Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.

Signed

Date

Name

Position

Tenderer

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

"PREVIEW COPY ONLY"

T2.2-27: Broad-Based Black Economic Empowerment (B-BBEE)

B-BBEE and preferencing scheme:

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

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their tender responses. Transnet will accordingly allow a "preference" in accordance with the 80/20 preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended), to companies who provide a valid B-BBEE verification Certificate. All procurement and disposal transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective suppliers to submit tenders for its various capital expenditure programmes, it urges tenderers (Large Enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies approved by SANAS (the South African National Accreditation Systems) under the auspices of the Department of Trade and Industry) and IRBA (Independent Regulatory Board for Auditors).

In terms of Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 only B-BBEE Accreditation Certificates issued by SANAS approved Verification Agencies or Registered Auditors approved by IRBA will be valid.

All certificates are to display the BBEE Verification Agency Body Name and BVA Body number or a Registered Auditor's Body Name and IRBA number.

Enterprises will be rated by such agencies based on the following:

Scorecard Types	Exempted Micro Enterprise	Qualifying Small Enterprise	Generic Construction
Discipline	Parameters are based on annual turnover of the Measured Entity		
Contractor	Annual turnover between R10 million and R50 million	Annual turnover > R 10 million and equal to or , < R 50 million	Annual turnover > R 50 million
Built Environment Professionals (BEP)	Annual turnover < R 1,5 million	Annual turnover > R 1,5 million and equal to or , < R 11,5 million	Annual turnover > R 11,5 million

a) Large Enterprises

- Rating level based on all seven elements of the B-BBEE scorecard

b) Qualifying Small Enterprises – QSE

- Rating level based on any four of the elements of the B-BBEE scorecard

c) Exempted Micro Enterprises –

- EMEs are exempted from B-BBEE verification as indicated in the DTI Codes, Statement 000 (Page 9)
- Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate (Which may be in the form of a letter) issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. The certificate must confirm the company turnover Black Ownership and Black Women Ownership and B-BBEE status level.

In addition to the above, a trust, consortium or joint venture will qualify for its B-BBEE status level **only** if such consortium or joint venture submits a **consolidated** B-BBEE status certificate which covers the consortium or joint venture as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such level verification.

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.

Respondents must furnish B-BBEE certificates for all proposed subcontractors / sub-consulting , A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting / sub-consulting more that 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. A contractor is not allowed to sub-contract more

than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

Respondents will be required to furnish proof to Transnet (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for B-BBEE.

When confirming the validity of a certificate in respect of an EME, the following should be detailed on the face of the certificate:

1. The Accounting Officer's or Registered Auditor's letter head with full contact details;
2. The Accounting Officer's or Registered Auditor's practice numbers;
3. The name and the physical location of the measured entity;
4. The registration number and, where applicable, the VAT number of the measured entity;
5. The date of issue and date of expiry;
6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
7. The total black shareholding and total black female shareholding.

Turnover:

Kindly indicate your company's annual turnover for the past year

ZAR.....

- For Contractors:
 - If annual turnover >R10m, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor, together with all the relevant score sheets pertaining thereto;
 - If annual turnover <R10m, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor's certificate or similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.
- For BEPs:
 - If annual turnover >R1.5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto;
 - If annual turnover < R 1,5 million, please attach an accreditation certificate issued by an Accreditation Agency or Registered Auditor; or an Auditor's certificate or

similar certificate issued by an Accounting Officer or Verification Agency which meets the definition for EME certificates mentioned above.

In addition to the accreditation certificate, Transnet also requires that tenderers register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's ("DTI") National B-BBEE IT Portal and Opportunities Network and **provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.**

Transnet will use the DTI B-BBEE IT Portal as a single data source for its B-BBEE supplier selection criteria and procurement improvement programme by tracking compliance, understanding spend and by sourcing future procurement opportunities.

1. Instructions for registration and obtaining a DTI B-BBEE Profile:

1. Go to <http://bee.thedti.gov.za>;
2. Click on B-BBEE Registry;
3. Click on *Register or Login*;
4. Click on *Click Here to Register*;
5. Complete the registration page;
6. Once registered, click on *List on Registry*;
7. Follow all 'on-screen' and e-mailed instructions to submit your documentation and obtain your Profile.

Signed

Date

Name

Position

Tenderer

T2.2-31 : Supplier Code of Conduct

Transnet SOC Ltd 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 SOC Ltd 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 SOC Ltd 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 SOC Ltd. Examples include, but are not limited to:

1. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents:
2. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
3. Furthermore, we declare that a family business and/or social relationship **exists/ does not exist** [delete as applicable] between an owner/member/director/partner/shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this bid.
4. In addition, we declare that an owner/member/director/partner/shareholder of our entity **is/is not** [delete as applicable] an employee or board member of the Transnet Group.
5. Transnet employees awarding business to entities in which their family members or business associates have an interest.
6. Transnet employees having a financial interest in a bidding entity.
7. If such a relationship as indicated in paragraph 3 and/or 4 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS

Indicate the nature of relationship with Transnet:

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

Bidding entities are required to disclose any interest which exists between themselves and any employee and/or Transnet Board member.

8. 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 relation with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
9. We accept that any dispute pertaining to this Bid will be resolved through 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.
10. We further accept that Transnet reserves the right to reverse an award of business 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.

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

T2.2-33 : Mutual Non-Disclosure Agreement

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of day of 20..... by and between:

Transnet SOC Ltd (Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

and

..... (Registration No.), a private company incorporated and existing under the laws of South Africa having its principal place of business at

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for alterations to provide facilities for ladies, Bauftort West (Asset nol. 02BG097C), ("the Purpose"). Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

"**Confidential Information**" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

3. Exclusions

Confidential Information does not include information, technical data or know-how which:

- 3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;
- 3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- 3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;

- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

4. Non-Disclosure of Confidential Information

- 4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- 4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

5. Promotion of Access to Information Act, No.2 of 2000

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.
- 5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

7. Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

10. No Representations

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

11. Term

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

12. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

14. Disputes

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed

Date

Name

Position

Tenderer

"PREVIEW COPY ONLY"

Supplier Declaration Form

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company as a Transnet vendor. We would like to take this opportunity to welcome you as a potential vendor and request that you assist with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. Original of cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. Certified copy of Identity document of Shareholders/Directors/Members (where applicable)
4. Certified copy of certificate of incorporation, CM29/CM9 (name change)
5. Certified copy of share Certificates of Shareholders, CK1/CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal address
7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency.
9. If the company is not VAT registered and the income of the company was less than R1 million Rand for the previous financial year, kindly provide us with a signed letter from your Auditor / Accountant to state this.

NB: **Failure to submit the above documentation will delay the vendor creation process.**
Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.

IMPORTANT NOTES:

- a) **If your annual turnover is less than R10 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency.
- b) **If your annual turnover exceeds R10 million**, and you claim a specific BEE level, please include your BEE certificate in your submission as confirmation of your status.
- c) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

Regards,

Transnet Procurement Management

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							
Postal Address							
Physical Address							
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R10 Million		R10-50 million		> R50 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 8 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	
Name of person procuring your services/products					
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.	

NB: Please return the completed form, with all the supporting documentation to the person procuring your services/material/goods

T2.2-36 : RFQ DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFQ);
3. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
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 bid 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 Respondents" 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:	

T2.2-37: Method Statement – Prequalifying Criteria Schedule

Note to tenderers:

Method statement

In addition to general methodology for the project please provide specific information for the following points:

- Safe working access and safety control on site
- Demolishing of walls
- Building of walls and partitions
- Plumbing and electrical work
- Tiling and flooring
- Maintenance and Painting
- Quality control on site.
- De-establishment
- Mitigate how to combat the risk associated with the installation of aluminum partitions

	Method Statement
No Response (score 0)	The tenderer has submitted no information or inadequate information to determine a score.
Poor (score 40)	The methodology approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed, etc. is too generic.
Satisfactory (score 70)	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.
Good (score 90)	The methodology approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
Very Good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs.

Signed

Date

Name

Position

Tenderer

T2.2-38 : DECLARATION OF UNDERSTANDING

PROJECT NAME:	Alterations to provide facilities for ladies, Beaufort West (Asset no. 02BG097C)	DOCUMENT NO:	
PROJECT NO:	BLE/53430	DATE:	
CONTRACTOR:		CONTRACT NO:	BLE/53430

I,

(Name)

(Designation)

(Representing)

Declare that I have read and understood the contents of the Standard Environmental Specification TFR/EMS(SES)-001, and the Occupational Health & Safety Act and Regulations.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		

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

T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM (SDB 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 Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total

revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"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 Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

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

4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.

4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes

provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:

COMPANY NAME:

ADDRESS:.....

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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 RFP 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 Proposal.
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 RFP/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 Bid 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 Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
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 Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention not winning the Bid.

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 RFP relates.
8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, bidders that submit suspicious bids 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



RFP BLE/53430: ALTERATIONS TO PROVIDE FACILITIES FOR LADIES, BEAUFORT WEST (ASSET NO. 02BG097C)

Technical Compliance Sheet

TECHNICAL COMPLIANCE SHEET – C3.1 WORKS INFORMATION

The compliance response is to contain ONLY the following statements, “**Comply**”, or “**Do not comply**”.

Where “do not comply” is inserted, remarks as to the reason for the deviation from the requirement is required

Main Specification:				
Item	Works Information Clause No.	Description	Compliance Response	Reason for deviation
2	2.1 – 2.9	Management and Start Up		
3	3.1 – 3.4	Engineering and the Contractors Design		
4	4.1 – 4.5	Procurement		
5	5.1 – 5.2	Construction		



6	6.1 – 6.23	Plant and Materials Standards and Workmanship		
7	7	Drawings		

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Respondent's Signature

Date & Company Stamp

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 procurement of:

ALTERATIONS TO PROVIDE FACILITIES FOR LADIES, BEAUFORT EST (ASSET NO. 02BG097C)

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of 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:

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
Part C4	Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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
Transnet Park, off Robert Sobukwe Road
Bellville South

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations

Note:

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

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

(Insert name and address of organisation)

Name &
signature
of witness

Date

Transnet SOC Ltd
Bellville Square, off Robert Sobukwe Road
Behind Transnet Park, Bellville South

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is	Transnet SOC Ltd
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail Transnet Park Off Robert Sobukwe Road Bellville South
		Postal Address: P.O. Box 2986 Kasselsvlei 7535
	Tel No.	(021) 940-2857
	Fax No.	(021) 940 3883
11.2(11)	The <i>works</i> are	ALTERATIONS TO PROVIDE FACILITES FOR LADIES, BAUFORT WEST (ASSET NO. 2BG097C)
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Beaufort West
30.1	The <i>starting date</i> is	Contract Date
11.2(2)	The <i>completion date</i> is	6 (six) weeks from award
13.2	The <i>period for reply</i> is	2 weeks
14.4	The <i>Employer's</i> representative is (name)	F Marais
	Address	Transnet Freight Rail Transnet Park Off Robert Sobukwe Road Bellville South

Tel No. (021) 940-3448
 Fax No. (021) 940-3883
 The authority of the *Employer's* representative is The *Employers Representative* is delegated to carry out all the actions of the Employer in this Contract

40	The <i>defects date</i> is	26 weeks after Completion
41.3	The <i>defect correction period</i> is	2 weeks
50.1	The <i>assessment day</i> is on the	10 th of each month.
50.5	The <i>delay damages</i> are	R 1000.00
50.6	The retention is	10% on all payments certified
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 interest rate on late payment is	The prime lending rate of the Standard Bank of South Africa
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	Whatever the Contractor deems desirable in addition to that provided by the Employer for any one event

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82.1 The *Employer* provides this insurance

1. Insurance against: Insurance against of or damage to the *works*, Plant & Materials is as stated in the Insurance policy for Contract works and public liability (Blanket Principal Controlled Insurance)

Cover / indemnity: Cover / Indemnity is to the extent as stated in the insurance policy for contract works and public liability (Blanket Principal controlled Insurance)

The deductibles are: As stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability

2 Insurance against: Loss of or damage Equipment (Temporary Works Only) as stated in the insurance policy for contract works and public liability.

Cover / indemnity Is to the extent as stated in the insurance policy for contract works and public liability (Blanket Principal Controlled Insurance)

The deductibles are As stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability

3 Insurance against: Loss of or damage to property (except the *works*, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract as stated in the insurance policy for contract works and public liability (Blanket Principal Controlled Insurance)

Cover / indemnity: Is to the extent as stated in the insurance policy for contract works and public liability (Blanket Principal Controlled Insurance)

Deductibles: As stated in the Blanket Principal Controlled insurance policy for Contract Works / Public Liability

The *Employer* provides these additional insurances

1. Insurance against: Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon

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

Deductibles:

the deductible are as stated in the Contract Works SASRIA policy

The *Contractor* provides these additional insurances:

1 Insurance against:

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
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 R5 000 000.
5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Employers Representative 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.

93.1 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.

93.2(2) The Adjudicator nominating body is:

If no Adjudicator nominating body is entered, it is:

The Association of Arbitrators (Southern Africa)

93.4	The <i>tribunal</i> is:	Arbitration
If the tribunal is arbitration complete this data.	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	<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 	

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Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)¹ 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 page 26 of the ECSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is _____ %	
63.2	The percentage for overheads and profit added to other Defined Cost is _____ %	
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	R _____ excluding VAT [in words] _____ _____ _____ excluding VAT

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

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.

C2.2 Price List

The Price List is as follows

Item no.	Description	Unit	Qty	Rate	Price
1.	PRELIMINARY AND GENERAL				
1.1	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 completion of work .	ea	1		
2.	RISK AND SAFETY				
2.1	<p>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.</p> <p>Cost for risk and safety include complete compliance with the current Occupational Health Safety Act.</p> <p>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 between TFR Project manager and the contractor.</p>	ea	1		
3.	CEILINGS				
3.1	Prepare ceiling surface for painting. Wash rhino, nutec or concrete ceilings with sugar soap. Fill all cracks and holes, sand existing ceiling paint to provide bonding for new paint. Rinse ceiling with clean water to remove sugar soap and sanding dust.	m ²	133		
3.2	Paint ceiling 2 coats super acrylic PVA. apply paint only after preparation as per attached specification.	m ²	133		

Item no.	Description	Unit	Qty	Rate	Price
4	WALLS INTERIOR				
4.1	Repair crack in wall 4 to 6mm wide, open up crack with sharp object, fill crack with poly cell or similar filler and sand smooth (hairline cracks and cracks up to 4mm is included in the preparations for paint of wall item).	m	6		
4.2	Prepare walls for painting. Wash smooth plaster walls with sugar soap. Open cracks up to 4mm with sharp object, fill cracks and all holes. Sand level and sand wall complete to provide bond for new paint, rinse with clean water to remove all sanding dust.	m ²	353		
4.3	Paint new plaster walls. 1 x coat plaster primer (test wall for moisture before painting new plaster, cover section with plastic sheet to test). Allow paint to dry overnight. Primer must be over coated within 14 days	m ²	10		
4.4	Paint all smooth plaster walls with 1 x coat universal undercoat and 2 x coats Dulux wash-n-wear Silk. Apply paint only after preparation as per attached specification. Colour : Barley Beige (Code 3h1-1)	m ²	338		
4.5	Paint all partition walls with 1 x coat universal undercoat and 2 x Dulux wash-n-wear Silk. Apply paint only after preparation as per attached specification. Colour : Barley Beige (Code 3h1-1)	m ²	98		
4.6	Chip 80% of wall area to be tiled and apply key coat to wall before laying ceramic tiles. Key coat shall be applied according to the manufacturer specification on container	m ²	14		
4.7	Apply key coat to wall before laying ceramic tiles, key coat shall be applied according to the manufacturer specification on container. (use item when tiling direct onto straight and level brick wall).	m ²	25		
4.8	Remove glazed wall tiles complete from plaster or brick wall. Remove all adhesive	m ²	15		
4.9	Lay 1st grade 200mmx250mm white ceramic glazed wall tiles. Use 3mm spacers. Item include walls, reveals, soffits, sills and the top of shower walls. Use white grout. Use only Tylon wb11 adhesive or adhesive approved by Project Manager. Tile to ceiling height (3,2m)	m ²	85		
4.10	Extra over item to the tiling of walls. Mix tile grout in shower area or permanent wet areas with Tylon bond instead of water. This makes the grout water proof.	m ²	89		
4.11	Provide tile splash back for sink between sink and cupboard 600mm high. Use only 1 st grade white ceramic 200mmx250mm wall tiles. Item includes white plastic tile edge strip on top and on both sides of splash back	ea	4		
4.12	Create new opening in existing brick wall for new door in ablution	ea	2		
4.13	Demolish 110mm brick walls. Remove all rubble from site to an approved dumping site	m ²	7		

Item no.	Description	Unit	Qty	Rate	Price
4.14	Lay damp proof course, 110mm wide x 375 micron	m	3		
4.15	Teeth out every 2 nd layer of bricks to allow for the joining of a new 100mm wall to existing brick wall. For 110mm single wall measure 1xlength and 2x length for 220mm wall. Tooth holes 114mm deep. Item includes the re-plastering of the toothed areas	m	8		
4.16	Place in position 100mm precast concrete lintel above doorframe, 4 window frame or opening when building new wall (for 220mm wall x 2 distance)	m	4		
4.17	Build up openings in 110mm stock brick wall, where doors are removed as per attached specifications	m ²	5		
4.18	Build 110mm stock brick wall with approved clay bricks, item includes brick force every 4 layers. (Mix for building 1 part cement and 4 parts approved building sand) read attached detailed specification)	m ²	5		
4.19	Plaster interior wall ± 15mm thick one coat smooth finish plaster. Item include soffits and reveals. (Mix for plaster 1 part cement and 4 parts approved building). (see specification).	m ²	18		
4.20	Install Rhino dray-walls. Install dry-wall system number 1. Use Rhino 12.5mm thick long boards both sides, height 3,20m. Item do not include doorframes or paint, item is only to erect wall as per attached specification.	m ²	50		
5.	WINDOWS INTERIOR				
5.1	Paint windows sills. Item includes, wash, sand, and rinse with clean water and paint previously painted windowsill with 2 x coats Dulux wash-n-wear Silk. Apply Colour : River Rock (Code 6J1-7)	m ²	8		
5.2	Install nutec fibre cement windowsill	m	3		
5.3	Provide and install approved Aluminium Horizontal Venetian blinds as per item specifications. Colour = FAWN. Slats width = 25mm. total = 12 off.	ea	13		
6.	WINDOWS INTERIOR AND EXTERIOR				
6.1	Replace cracked or broken window panes clear. All sizes x 3mm. Clean frame apply 1 x coat anti rust paint. (See specification). Place sheet on floor or garden to catch all broken pieces of glass	ea	5		

Item no.	Description	Unit	Qty	Rate	Price
6.2	Fit window panes clear to new window frame. Size 3mm thick as per attached specification. (Area up to 0.75 m ² use 3mm, up to 1.50 m ² use 4mm, up to 2.10 m ² use 5mm, up to 3.2 m ² 6mm)	ea	16		
6.3	Fit obscure film to existing window panes. Film to be stuck onto existing window panes	ea	8		
6.5	Paint residential large pane type window frame complete, 1xcoat universal undercoat and 2xcoats non-drip duper Gloss Enamel Colour = Wood Moss (5K3-5). Item includes removing all old paint from glass area and cleaning of glass	ea	22		
6.6	Build a new window frame in opening in brick wall (E2H type). Breaking opening in wall not include in item. Measure at walls items.	ea	1		
7.	DOOR/SECURITY GATES				
7.1	Fit new bow door handle. Fit only type with 4 screw holes.	ea	1		
7.2	Fit or replace standard round rubber type door stop behind doors.	ea	5		
7.3	Fit Bathroom/Toilet indicator locking bolt to toilet doors complete. Union CZ809411B	ea	1		
7.4	Fit Aluminium draught excluder (weather board aluminium type)	ea	1		
7.5	Cut and sand edge of door at bottom to allow for ceramic tiles or carpet. Item includes remove and refitting of door	ea	2		
7.6	Cut 75mm wide section of bottom of toilet door and fit new section of 40mm x 40mm SA Pine wood with glue, screws and panel pins to repair bottom of door and sand smooth. Item includes remove and refitting of door	ea	3		
7.7	Fit 3 lever SANS approved mortice lock with new handles and 3 keys to new doors. If more than 1 lock to be installed keys shall not be interchangeable. SANS mark shall be stamped on lock.	ea	5		
7.8	Provide and fit hardboard faced flush panel door and paint door complete 1 coat wood primer, include bottom, sides and top edges. Clearance to frame and floor as specified in attached specifications	ea	5		
7.9	Fit Hardwood Meranti Outside Door and frame complete at new opening for outside entrance. Door and frame as removed from Cupboard	ea	1		

Item no.	Description	Unit	Qty	Rate	Price
7.10	Paint doors complete both sides, side edges, top edge 1 coat Universal Undercoat and 2 coats Dulux Pearlgló WOOD MOSS (Code 5K3-5). Do preparation before painting per spec. Item include remove before paint and refit of handles	m ²	8		
7.11	Varnish doors complete both sides, side edges and top edge, 2 coats Woodgard Timberpreservative Exterior varnish. Do preparations as per attached specifications. Item include remove and re-fit of handle	m ²	1		
8.	DOORFRAMES				
8.1	Break out wood or steel door frame FOR RE-USE AT NEW ENTRANCE and for scrap and remove from site.	ea	3		
8.2	Build in single 110mm wide hardwood door frame into new walls of toilets in ablution. Item is to place frame in position, to secure in vertical and horizontal plum position and to fit at least two stays spaced on inside doorframe.	ea	2		
8.3	Build in hardwood door frame AS REMOVED FROM CUPBOARD at new entrance.	ea	1		
8.4	Install single aluminium doorframe complete to new dry wall partition with all necessary aluminium strips at both sides of top and side sections of frame	ea	3		
8.5	Paint wood door frames 1 coat Universal undercoat and 2 coats Dulux pearlgló FIELD GEAR (code-5K2-6). Do preparation as per specification	m ²	4		
8.6	Paint STEEL door frames 1 coat Universal undercoat and 2 coats Dulux pearlgló FIELD GEAR (code-5K2-6). Do preparation as per specification	m ²	1		
8.7	Varnish WOOD door frame without fan light. complete 2 coats Woodgard Timberpreservative varnish. Use exterior varnish on frames in exterior walls, after preparation as per attached specification.	m ²	1		
9.	FLOORS				
9.1	Remove existing vinyl floor tiles complete and clean floor from all adhesive.	m ²	72		
9.2	Remove floor carpets complete and clean floor from all adhesive.	m ²	62		
9.3	Lay carpet tiles, 500 x 500mm, Berber point 920 or van Dyck Florpoint 980 plain back carpet tiles, as per attached specifications. Colour = CHARCOAL	m ²	43		

Item no.	Description	Unit	Qty	Rate	Price
9.4	Chip 80 % of concrete floor area. Supply and apply Tylon or tal key coat to floor for ceramic tiles (please read the manufacture specifications on container on how to mix and apply the key coat)	m ²	92		
9.5	Lay 1st grade ceramic 300mm x 300mm floor tiles on floor. Colour = LIVERPOOL 313 Art M3913 Tone 22 or as per sample tile from Project Manager. Use 10mm x 6mm notched trowel and joints 5mm wide. Use only Tylon WB11 tile adhesive for ceramic tiles adhesive as approved by project manager.	m ²	91		
9.6	Extra over item to floor tiles. Mix tile grout in shower area or permanent wet areas with Tylon bond it as substitution of water as mixture.	m ²	6		
9.7	Fit aluminium heavy duty L floor tile edge strip where threshold and floor join at door entrance. All section shall be one long straight length. No joints or sections shall be allowed. Note that threshold must be at least 10mm lower than floor	m	9		
9.8	Fit aluminium strip ceramic tiles to carpet	m	2		
9.9	Remove wooden skirting and quarter rounds, completely	m	69		
9.10	Paint skirting and quarter rounds complete. 1 coat undercoat and 2 coats Dulux Pearl glo Colour = RIVER ROCK (Code 6J1-7). Paint only after preparation as per attached specification.	m	53		
9.11	Fit ceramic tile skirting, 100mm high, complete with plastic ceramic tile edge strip on top edge of tiles. Item include the chip of 80% of wall area for the tile skirting and to apply key coat to chipped wall area 100mm wide. Use tiles as per floor tiles	m	77		
9.12	Build shower floor wall, 1 bricks high. Form concrete shower floor 1.0m x 0.9m. Inside shower cubicles, floor shall have fall towards outlet. Make sure to leave space for ceramic floor tiles and adhesive to be level with top of outlet grid.	ea	1		
9.13	Tile shower floor with 80mm x 80mm square floor tiles cut from floor tiles. Tile shall have fall towards outlet. Top of tiles shall be level with the top of outlet trap grid. Mix grout with Tylon Tal bond it, not water	m ²	1		
10.	CUPBOARDS/TABLE				
10.1	Do preparations as specified and varnish build in cupboard, Varnish doors 2 coats complete both sides with Woodgard Timbapreservative Interior Varnish, varnish frame only on outside.	m ²	16		

Item no.	Description	Unit	Qty	Rate	Price
10.2	Supply and fit SCRUP-UP Sink (Unit SSCF 15) in Workshop / Store FPS	ea	1		
10.3	Build in wood kitchen cupboards as per attached sketch and specifications.	ea	2		
11.	PLUMBING INTERIOR				
11.1	Provide and Install Vitreous China "HIBISCUS" type porcelain wash hand basin, including 2 Cobra heavy pattern taps with star handles, 2 braided flex connectors, chrome plated brass outlet, chain , plug and rubber trap. Install basin 800mm high from floor to top of basin.	ea	1		
11.2	Install large type Vitreous China wall mounted porcelain bowl urinal with grate outlet plastic white bottle trap complete (install urinal 650mm from floor level to front top edge of urinal) with flash master complete.	ea	1		
11.3	Fit Vitreous china "HIBISCUS" Close couple Toilet pan and 9 litre Cistern WC toilet complete, include cobra angle valve, flex connector and heavy duty plastic seat.	ea	2		
11.4	Install shower outlet. fit PVC trap/plastic with chrome plated outlet and PVC waste pipe complete to outside of building include all necessary fittings	ea	1		
11.5	Install 2 (Hot and Cold) new heavy pattern Cobra under tile shower taps with star handle complete.	ea	2		
11.6	Fit shower rose with swivel type complete with cobra brass chrome plated extension pipe with cover plate	ea	1		
11.7	Install kal/wispeco or approved pivot glass and aluminium shower door with OBSCURE glass. Silicone sealer shall be applied between tiles and aluminium frame before fitting frame and not after frame has been fixed.	ea	1		
11.8	Provide and install sink tap mixer 15 mm with cobra heavy duty kitchen sink mixer with star handles	m	2		
11.9	Fit double bowl sink, item exclude cabinet, fit 1500mm long x 530mm wide double bowl DROP IN stainless steel sink, complete with chrome plated brass outlet with plug as per detail specifications.	ea	2		

Item no.	Description	Unit	Qty	Rate	Price
11.10	Install new 100l geyser complete with all valves to comply with SANS standard include all necessary fittings. After installation geyser would be deemed operational as per attached specifications.	ea	1		
11.12	Vertical or horizontal chasing for pipes up to 25mm wide x 50mm deep. Make good after pipes installation has been completed. Repair to match wall finish.	m	60		
11.13	Install water pipes 15mm class 2 copper pipes against wall and or in wall and or in roof, item exclude 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).	ea	60		
11.14	Install ALL Grab rails for disable people in Toilet facilities. All grab rail as prescribe, standard, regulations and specified as per the DPISA (Disabled People S.A.)	ea	1		
12.	FIT/REPLACE ITEMS/FURNITURE				
12.1	Fit mirrors 400mm x 6000mm between tiles in ablutions above HWB. Mirrors to be fix to wall with 4 countersunk screws with chrome plated cups.	ea	2		
12.2	Fit toilet paper holder white lockable paper dispenser type holding 2 rolls.	ea	2		
12.3	Fit soap dish chrome plated type fit on to tiles. (Fit 1250mm height from shower floor)	ea	1		
12.4	Fit ø25mm x 1500mm length Chrome plated towel rail with 2 brackets above bench at shower.	ea	1		
12.5	Fit 4 coat hooks, use only heavy duty chrome plated type that is approved by project manager	ea	4		
12.6	Manufacture and fit shower bench. Frame made from 2 mild steel 50 x 50 x 3mm angle iron L shape bracket 300 x 300mm. Paint brackets 3 coats. Fit with 2 each per bracket 10mm rawl bolts to wall. Fit 5 each hardwood angle rounded 45 x 22mm slats 1000mm long.	ea	1		

Item no.	Description	Unit	Qty	Rate	Price
13	ROOF				
	Erect shelter between buildings. IBR Profile Roof sheets on Wood Structure as per plan and detail sketch.	ea	1		
14	WALLS EXTERIOR				
14.1	Make new opening in existing wall 220 to 280mm brick wall to size for new outside door frame or window frame and fit of lintels. Form seating in wall for lintels 225mm on both sides. Build in of lintels is included in item and the remove of all rubble from site.	m ²	4		
14.2	Build walls, 220mm, as specified, using face brick outside, approved stock bricks inside, include brick force every 4 layers. (specified if wall must have cavity)	m ²	1		
14.4	Place in position 100mm precast concrete lintels over opening above doorframe, window frame or opening when building new wall (for 220mm wall x 2 distance)	m	3		
15	PLUMBING EXTERIOR				
15.1	Install ø110 mm underground sewer pipes (see attached diagram sketch). Item include all fittings necessary to complete work to national building regulations SANS 0400	ea	1		
15.2	Install precast concrete gulley, top complete with grid. Gulley shall be at least 150mm above ground level, but if building has paving or a concrete apron, the gulley shall be 50mm above paving or concrete	ea	1		
15.3	Install all ø110mm above ground sewer pipes. Item include all fittings necessary to complete work to national building regulations SANS 0400	ea	1		
15.4	Provide and install sink tap mixer 15 mm with cobra heavy duty kitchen sink mixer with star handles	m	2		
15.5	Install sink, basin, urinal, shower waste pipes. Item includes all necessary fitting and holder bats to complete waste pipe from trap to gulley/drain all bends and junctions shall be of the type with access as per attached specification	ea	2		

Item no.	Description	Unit	Qty	Rate	Total
	PRICE SCHEDULE - ELECTRICAL				
1	Preliminary and General	ea	1		
2	Reroute supply from light fitting at entrance to centre of canopy. Supply and install 1 x Industrial corrosion-resistant fluorescent luminaire	ea	1		
3	Office – R1 - Section Manager Operations	ea	1		
3.1	Office – R2 – Operations	ea	1		
3.2	Mess room – R3 Operations	ea	1		
3.3	Passage - R4	ea	1		
3.4	Ablution – R5	ea	1		
3.5	Kitchen – R6	ea	1		
3.6	Mess room – R7	ea	1		
3.7	Lobby – R8	ea	1		
3.8	Toilets – R9	ea	1		
3.9	Office – R10 - Fire Protection Service	ea	1		
3.10	Office – R11 - Fire Protection Offices	ea	1		
3.11	Chemical Store – R12	ea	1		
3.12	Extinguisher Store – R13	ea	1		
3.13	Workshop – R14	ea	1		
3.14	Evidence Store – R1	ea	1		
3.15	Kitchen – R16	ea	1		
3.16	Toilet – R 17	ea	1		
3.17	Office – R18	ea	1		
3.18	Office R19	ea	1		
3.19	Outside Lights	ea	1		
3.20	Distribution Board	ea	1		

Item no.	Description	Unit	Qty	Rate	Total
4	Air Conditioner - Office R1	ea	1		
4.1	Air Conditioner - Office R2	ea	1		
4.2	Air Conditioner - Office R10	ea	1		
The total excluding VAT					

Civil and Electrical total excluding VAT carried forward to C1.1 Form of Offer	
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Part 3 : Scope of Work

Document reference	Title	No of pages
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	<i>Employer's</i> Works Information	47
	Health & Safety Specification : TFR-ISM-RN-R&C-FM009	15
	Baseline Risk Assessment	
	Environmental Specification TFR/EMS (SES) - 001	
	Total number of pages	63

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1. Description of the Works

1.1 Executive Overview

The works include for the alterations to provide facilities for ladies at Beaufort West (Asset no. 02BG097C).

All work to be carried out by a competent, specialist building contractor. The tenderers will therefore be evaluated on specific qualities such as: Previous experience on Building Works projects and high standard of quality control for inspection by Transnet Freight Rail.

A thorough method statement on how the work will be carried out and the time it will take to complete the works.

1.2 Employer's Objectives

It is the objective of the *Employer* to achieve completion of the above works as soon as possible whilst still maintaining the highest quality of workmanship and safety standards, without interfering with the day to day operations at the facilities for ladies at Beaufort West.

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
COIDA Act	The Compensation for Occupation Injuries and Deceases Act
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DGN	Filename extension for Microstation Drawings
DWG	Filename extension for Autocad Drawings
EDMS	Electronic Document Management System
EO	Environmental Officer
HSR	Health and Safety Representative
PES	Project Environmental Specifications

Abbreviation	Meaning given to the abbreviation
PHA	Preliminary Hazard Assessment
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
QA	Quality Assurance
QC	Quality Control
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SHEO	Safety, Health and Environmental Officer
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
iPAS DM	Primary software tool used for Document Management

2. Management and Start Up

2.1 Management Meetings

The *Contractor* shall attend management meetings at the *Employer's Representative's* request. The *Contractor* will also be required to attend a safety meeting. The *Contractor* will also attend a kick off meeting and a close off meeting. The *Contractor* will be required to present all relevant information including early warnings of compensation events, quality plans, schedules, (including progress) subcontractor management, and health, environmental and safety issues at such meetings

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.2 Documentation Control

The *Contractor* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation and drawings, including revisions, to the *Contractor*, but control, maintenance and handling of these documents will be the *Contractor's* sole responsibility and at its expense, and managed with a suitable document control system.

2.3 Safety Risk Management

General

The *Contractor's* attention is directed to the Health and Safety Specification : TFR-ISM-RN-R&C-FM009, and in particular to his Health & Safety Program, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.

Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the *Contractor's* responsibilities, the following are brought to the *Contractor's* attention:

- (a) For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Employer's Representative* before the works start, will be transferred to the control of the *Contractor* for the duration of the contract.
- (b) The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Employer's Representative* on matters pertaining to occupational health and safety.
- (c) The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.
- (d) The *Contractor* shall furnish the *Employer's Representative* with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.

- (e) The *Contractor* shall advise the *Employer's Representative* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or Sub-Contractor.
- (f) A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.
- (g) The *Contractor* shall comply with the current Transnet Specification TFR-ISM-RN-R&C-FM009, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the *Employer's Representative*:
- documentary proof of his procedural compliance with the Act, and
 - particulars of the Health and Safety Program to be implemented on the site in accordance with the Transnet Specification 1.4E.
 - The *Contractor's* Health and Safety Program will be subject to agreement by the *Employer's Representative*, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.
- (h) All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.
- (i) Personal Protective Equipment (PPE) applicable to the work must be worn at all times. Induction will be held with successful Contractor and will take approximately twenty (20) minutes.

NB: The *Contractor* and his employees shall have valid safety inductions and medical certificates when accessing or working on site. Copies of which shall be submitted to the *Employer's Representative*. This will be at a time and location Transnet will arrange.

Hazard identification and risk assessment

The *Contractor's* appointed Site Representative and the *Employer's Representative* shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives, and be accepted by the *Employer's Representative*, before any construction work can commence.

Substance abuse

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. 2A **"INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace"**. Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

Safety meetings

The *Contractor* shall ensure that a safety representative is appointed and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the *Employer's Representative*. All costs related to the safety aspects required under this contract will be carried by the *Contractor's* and therefore be covered under the rates tendered.

- NB: The tendered amount shall include for all costs to confirm to the Health and Safety requirements.

2.4 Environmental Constraints and Management

The *Contractor* shall provide a *Contractor's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Employer's Representative* has the right to request additional specific work method statements should in his opinion this be required.

Progressive and systematic finishing and tidying-up will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily

No material shall be dumped on the *Employer's* property and no suitable material shall be disposed of if it is required elsewhere for the proper completion of the contract.

All discarded/spoiled/hazardous material shall be disposed of at an accepted registered dumpsite and the *Contractor* shall furnish the *Employer's Representative* with receipts and official disposal certificates from the dumpsite.

The *Contractor* shall make good all damages to the environment to the satisfaction of the *Employer's Representative's* Waste Management Objective.

USE OF CEMENT & CONCRETE:

Cement and concrete are regarded as hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. The contractor shall therefore ensure that concrete is not mixed directly on the ground and that the visibility remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible remains into the ground will not be acceptable.

NOISE POLLUTION:

Equipment used on the site shall be properly muffled and maintained so as to reduce noise generation to the minimum. Working procedures shall be structured so as to avoid the unnecessary generation of noise.

DUST CONTROL

Dust has been identified as having a serious environmental impact. The Contractor is required to prevent the creation of dust.

The *Contractor* shall ensure that no dust is generated during the mixing process of construction materials used during any stage of the construction process.

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

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

The *Contractor* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

NB: The tendered amount shall include for all costs to conform to the Environmental constraints and management requirements.

2.5 Quality Management System

The onus rests on the *Contractor* to produce work which will conform in quality and accuracy of detail to the requirements of the Specifications and Drawings, and the *Contractor* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

All materials should conform to the specifications and standards set for the project and shall be inspected in accordance with accepted Quality Control Plans (QCP's). All plant should be checked before work commences.

The *Contractor* shall submit his proposed Quality Control Procedures (QCP) to the *Employer's Representative* for approval. Site Access will not be permitted until the QCP is to the *Employer's Representatives* satisfaction

Transnet Freight Rail will have the right to inspect the work at any time during the progress of the contract.

2.6 Programming Constraints

General

The programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the iPAS project control system used by the *Employer* for managing the Works and in monitoring the progress of the work under the Contract. The information and data provided by the *Contractor* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

Programme submission

The program must be submitted with the tender. This program shall comply with the requirements as indicated on the returnable schedule T2.2.2. The program shall be submitted in both hard and soft copy forms using a computer software package accepted by the *Employer's Representative*.

The preferred software package is Microsoft Project.

Progress Reporting

To demonstrate the actual progress of the work under the Contract the *Contractor* shall, on a weekly basis, update and submit to the *Employer's Representative*;

- a) The revised program, in the form of a three week look-ahead, that shall show two (2) separate bars for each activity as per i) and ii) below so as to enable a comparison of the actual progress with the first program;
 - (i) the first programme activity bar, and
 - (ii) the revised activity bar identifying the currently forecast start and finish dates of the activity, and the status (% complete of each activity)
- b) Deviations of the "current" activity schedule from the "baseline" activity schedule will form the basis for assessing progress and performance.

Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- showing actual versus baseline figures;
- deviations from the Accepted Programme; and
- Actions required to remedy any deviations.

Weekly progress reviews shall be conducted to assist control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Employer's Representative*; however any identified deviations shall be automatically reported to the *Employer's Representative*.

Monthly Status Report

The Contractor shall provide a written status report by the 20th of each month or such other reporting period as may be required by the *Employer's Representative* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- progress against the Accepted Programme;
- summary of progress achieved during the period using progress 'S curves';
- list of milestones achieved during the period;
- status of design, procurement, and off-site works;
- status of on-site works;
- deviations from the Accepted Programme and in particular the forecast completion dates of activities which have or should have commenced;
- status of approvals;
- actual or anticipated problems with corresponding action plans to minimise the impact;
- summary of works planned for the following period, and
- Cash flow status versus the original forecast.

The progress report shall form the basis of the monthly progress meeting between the *Employer's Representative* and the *Contractor*.

Upon completion approved engineering structural certificate shall be handed over for design.

2.7 Contractor's Management, Supervision and Key People

The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.

The *Contractor* shall not change the project team as detailed in the organogram submitted by the *Contractor* and accepted by the *Employer's Representative* without the prior written approval of the *Employer's Representative*, which approval will not unreasonably be withheld by the *Employer's Representative*.

The contract work must conform to current professional engineering practices, standards and specifications and the work must be completed to the satisfaction of the *Employer's Representative*.

The *Contractor* and his sub-contractors, if any shall have suitably qualified Supervisors in charge of the project. The names and qualifications of the Supervisors together with full details of their experience in this field of work must be furnished. The tenderer must furnish the names and addresses of all proposed sub-contractors, which is subject to approval.

2.8 Insurance Provided by the Employer

Procedures for making insurance claims can be obtained from the *Employer's Representative*.

2.9 Contract Change Management

The standard reporting forms that shall be used will be provided to the *Contractor*.

No additional requirements apply to ECSC3 Clause 60 series.

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3. Engineering and the *Contractor's* Design

3.1 Employer's Design

The *Employer's* design for the works is:

- Works Information
- Technical specifications

3.2 Parts of the Works which the *Contractor* is to Design

The *Contractor* is to design the following parts of the works:

- All temporary works
- All other items required for the works

3.3 Procedure for Submission and Acceptance of *Contractor's* Design

The *Contractor* shall address the following procedures:

The *Contractor* submits details of his temporary works and all other items required for the works to the *Employer's Representative* for review and acceptance.

The *Contractor* shall submit to the *Employer's Representative* samples of all materials to be used in the *Works* and which are to be supplied by the *Contractor* for the approval of the *Employer's Representative* prior to their incorporation into the work. If accepted, the samples so submitted will be kept by the *Employer's Representative* as standards for the duration of the Contract. No materials inferior in quality, workmanship or appearance to the accepted samples shall be used.

All alternative materials not defined herein or SANS proposed by the *Contractor* shall be tested for acceptability by the *Contractor* and the results of the tests made available to the *Employer's Representative*. All such materials then require the approval of the *Employer's Representative*. The costs of the tests shall be borne by the *Contractor*.

The *Employer's Representative's* approval is required for any manufacturer's published instructions prior to their use by the *Contractor*.

3.4 Equipment required to be included in the *works*

None

4. Procurement

4.1 The *Contractor's* Invoices

When the *Employer's Representative* certifies payment (see ECSC3 Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

The invoice must correspond to the *Employer's Representative's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

The invoice states the following:

- Invoice addressed to Transnet SOC Ltd
- Transnet Limited VAT No: 4720103177
- Invoice number
- The *Contractor's* VAT Number
- The Contract number BLE/53430

The invoice contains supporting detail.

The invoice is presented either by post or by hand delivery.

Invoices submitted by post are addressed to
Transnet Freight Rail
P.O. Box 2986
Bellville
7535

For the attention of Frans Marais, Transnet Freight Rail

Invoices submitted by hand are presented to:

Transnet Freight Rail
Transnet Park Building
Robert Sobukwe Road
Bellville South

For the attention of Frans Marais, Transnet Freight Rail

The invoice and statement are presented as originals. The originals must be in receipt by the *Employer's Representative* on or before the last working day of the month.

4.2 People

BBBEE and preferencing scheme

Points will be awarded to tenderers based on preferencing using the balanced Department of Trade and Industry (DTI) scorecard. The application of the Broad Based Black Economic Empowerment recognition levels and score preferencing points are as follows:

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

4.3 Subcontracting

Preferred Subcontractors

The *Contractor* shall not appoint or bring subcontractors onto site without the prior approval of the *Employer's Representative*, and all subcontractors will be required to conform to the requirements as set out herein as if they were employees of the *Contractor*.

The *Contractor* shall not deviate from the accepted subcontractor's list without prior approval of the *Employer's Representative*.

Subcontract documentation, and assessment of subcontract tenders

The *Contractor* shall appoint his subcontractors under the NEC3 Engineering Contract Sub Contract unless accepted otherwise by the *Employer's Representative*.

4.4 Plant and Materials

All plant used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses, permits and safety requirements. No transporting of people in the load box of any LDV's without the correct seating and seatbelts or a Kombi may be utilized providing that it has RWC.

The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Work in areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Employer's Representative* on each occasion where replacement is required.

The *Contractor* provides all other Plant and Materials necessary for the works not specifically stated to be provided "free issue" by the *Employer*.

4.5 Marking Plant and Materials outside the Working Areas

The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with the *Contractors* Logo.

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5. Construction

5.1 Temporary works, Site Services & Construction Constraints

Employer's Site entry and security control, permits, and Site regulations

The work is to be carried out at Beaufort West at the CTC Area and is an access controlled area.

The *Contractor* shall ensure the safe passage of traffic to and around the working areas at all times. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction and control of traffic. No lights are to be fixed anywhere without written approval from the *Employer's Representative*.

The *Contractor* shall organise the work to cause the least possible inconvenience to any operations at the Bellville office store.

Access permits shall be made by the *Contractor* to a standard acceptable to the *Employer's Representative*, be allowed for within the *Contractor's* access control provision and shall include at least the following information:

- Company name and logo.
- Employees name and ID number.
- Date of issue and period of validity.
- Company details
 - ◆ Telephone number
 - ◆ Fax number
 - ◆ E-mail address

Restrictions to Access on Site, hours of work, conduct and records

The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Employer's Representative* prior to commencement of the proposed working hours.

The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Employer's Representative* at all reasonable times.

Health and safety facilities on Site

The provision of security for the *Contractor's* site establishment shall be his own responsibility.

Both the "Factories, Machinery and Building work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" shall, wherever they appear in the SANS 1200 standardized specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

Title to Materials from Demolition and Excavation

Before any material arising from the demolitions is removed from site, the material must be offered to Transnet at no cost.

Cooperating with and Obtaining Acceptance of Others

The *Contractor* shall not commit or permit any act that may interfere with the performance of the other parties operating in the area and shall carry out work in close liaison with the *Employer's Representative*.

Publicity and Progress Photographs

The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards or using the details of the contract in any advertising media.

The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Employer's Representative*.

Contractor's Equipment

The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Employer's Representative* at all reasonable times.

All equipment or any other equipment necessary shall be supplied by the *Contractor* to successfully execute the *Works* safely, to completion. All tools, test equipment, i.e. wind-speed indicators, rain meter etc. shall be supplied by the *Contractor*.

Equipment Provided by the *Employer*

No equipment will be provided by the *Employer*.

Site Services and Facilities

The *Contractor* shall make his own arrangements for the supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the *works*. The *Contractor* shall provide, maintain and finally remove proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

Where any of the above services can be made available by the *Employer*, the cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be to the *Contractor's* account. The applicable tariffs will be those that the Local Authority charges Transnet and shall be obtained by the *Contractor*.

Facilities Provided by the *Employer*

A Suitable construction site will be made available free of charge to the *Contractor* for the duration of the contract.

The site shall be clearly sign posted as being a construction site and shall be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the *Contractor* has de-established from site and has been approved by the *Employer's Representative* or his duly appointed representative.

The layout of any construction site, if required, shall be submitted to the *Employer's Representative* for his approval before the *Contractor* starts erecting his camp

Facilities Provided by the *Contractor*

The *Contractor* shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities.

No accommodation for the *Contractor's* and/or sub-contractor's employees will be available on site. No employee, with the exception of security watchmen, may, without written approval from the *Employer's Representative*, be accommodated on site.

The *Contractor* shall, at his own expense, provide for security and access to his construction sites as he may require. Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority and *Employer's Representative*.

No liability will be accepted by Transnet for the safekeeping of the *Contractor's* materials. The *Contractor* will not be required to provide any facilities for the use of the *Employer's Representative*.

Existing Premises, Inspection of Adjoining Properties and Checking Work of Others

The *Contractor* and the *Employer's Representative* will inspect the immediate surroundings and record any damage before work is started.

5.1.13 Underground services, other existing services, cable and pipe trenches and covers

The *Contractor* is required to liaise with the *Employer's Representative* and establish as accurately as possible, the location of the various existing services situated within the Works area and record all such information on a suitable "marked-up" drawing for reference at all times. No services drawings are to be supplied.

All existing services shall at all times be protected and/or barricaded where these may be affected by the Works or where these may endanger the safety of personnel.

Should relocation of existing services be necessary, this will either be carried out by Transnet or the *Contractor* under day works rates were instructed by the *Employer's Representative* in writing. Should known services be damaged by construction, the cost of repairs will be for the *Contractors* account.

Where the *Contractor* damages a service due to negligence, he shall bear full cost of repairs to the service. These repairs will be carried out by the relevant authority, or at their discretion, by the *Contractor* to the satisfaction of the relevant authority.

5.1.14 Giving notice of work to be covered up

The *Contractor* shall give 24 hour notice to the *Employer's Representative* before covering any work.

5.2 Completion, Testing, Commissioning and Correction of Defects

The Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to provide the *Works*. The *Employer* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the *Works* and Others from doing their work.

Access Given by the *Employer* for Correction of Defects

The *Program Manager* arranges for the *Employer* to allow the *Contractor* access to and use of part of the *works* which he has taken over if they are needed for correcting a Defect. In this case the *defect correction period* begins when the necessary access and use have been provided.

6. Plant and Materials Standards and Workmanship

6.1 Standard Specifications

- Health & Safety Specification : TFR-ISM-RN-R&C-FM009
- SANS 10142

6.2 General Instructions

- 6.2.1 Measurements and or quantities do not include off cuts or waste all measurements of material is measure as nett fixed. Contractor to add his own % for off cuts and waste. The contractor is responsible to check all the measurements and quantities before ordering any material. The measurement and quantities are only a guide for tender purposes. Value Added Tax (VAT) shall be excluded in the schedule of rates and prices.

6.3 Specifications : Civil Works

All old pipes, light fittings and equipment not required to be removed. Light switches and sockets outlets not used to be blanked off.

6.4 Ceilings

- 6.4.1 Prepare ceiling area for Painting

Office R1=25m², Office R2=18m², Mess Room R3= 18m², Passage R4= 14m², Ablution R 5 =8m², Kitchen R6=11m², Workshop R7=36m² : Prepare Ceiling area for Painting.

Wash ceiling thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of ceilings shall include the driving in of all proud standing nails at rhino or Nutec ceilings or opening of all fine cracks with a sharp object, the filling of cracks and all small holes in ceiling with appropriate filler. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface, removing all loose particles and dust ensuring that the surface is sound. Sand existing paint on ceilings to provide bond for new paint. After sanding, wipe ceiling thoroughly with clean damp cloth to remove sanding dust. Let ceiling dry completely before any paint is applied. No sweeping or dusting shall be done after the ceiling has been prepared for painting or while painting is in progress or while paint is still wet.

Paint Ceiling complete with 2 coat super acrylic PVA

Office R1=25m², Office R2=18m², Mess Room R3=18m², Passage R4=14m², Ablution R5=8m², Kitchen R6=11m², Workshop R7=36m², Lobby=3,2m² :

Paint work to ceilings include the cover trips 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 is still wet.

6.5 Walls Interior

Repair crack in wall 3 to 5mm wide.

Clean crack with sharp object and fill with 2 or 3 layers of poly cell mend or similar filler and finish smooth and level with wall.

Prepare smooth plaster walls for painting

Office R1=56m², Office R2=45m², Mess Room R3=38m², Passage R4=69m², Kitchen R5=50m², Workshop R7=40m², Lobby R16m² ∴

Wash ceiling thoroughly with hot water and sugar soap in order to remove any traces of dust, fat, oil and any other dirt. Preparation of ceilings shall include opening all the fine cracks with sharp object and filling the cracks and all holes in wall with the appropriate filler or patching plaster depending on the size of the cracks or holes. The areas under repair must be sanded down to a smooth, even finish. Brush down the surface, removing all loose particles and dust ensuring that the surface is sound. Sand paint on walls to provide bond for new paint. Rinse wall thoroughly with clean water. Let wall dry completely before any paint is applied. No sweeping or dusting shall be done after the ceiling has been prepared for painting or while painting is in progress or while paint is still wet.

Paint new plaster walls with one coat plaster primer.

OFFICE R1 = 0,5m² (Aircon Opening), PASSAGE R4 = 0.3m² (Opening in wall), ablution R5 = 4m² (Door Opening), kitchen R6 = 0.5m² (Door Opening), ex-workshop R7 = 4m² (Door Opening).

Ensure that all surfaces are clean and dry before painting. Allow new plaster to dry for at least 4 days under dry weather conditions. The areas under repair must be rubbed down to a smooth even finish. Brush down the surface, removing all loose particles of dust and ensure that the surface is sound. Apply one coat plaster primer. Allow plaster primer to dry for 8 hours before over coating with specified paint. Apply a full coat evenly by brush or roller. Allow to dry overnight. No sweeping or dusting shall be done while painting is in progress or while paint is still wet.

Paint smooth plaster walls with 1 coat universal undercoat and 2 coats Dulux Wash-n-Wear Silk - Colour : BARELY BEIGE (Code 3H1-1).

OFFICE R1 = 57m², OFFICE R2 = 49m², MESS ROOM R3 = 40m², PASSAGE R4 = 70m², KITCHEN R6 = 20m², EX-WORKSHOP R7 = 86m², LOBBY R8 = 15,6m²

Work description: All paint work shall be done to the specification of the manufacturer. Over coating 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 is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet. All items that are more cost effective to remove from wall and to re-fix must be removed to avoid cutting in against items such as notice boards, towel rails and other such items.

Paint new partition walls with 1 coat universal undercoat and 2 coats Dulux Wash-n-Wear Silk - Colour : BARELY BEIGE (Code 3H1-1).

KITCHEN R6 = 3m² (Close corridor), EX-WORKSHOP R7 (New toilet and Office) = 28m²,
WORKSHOP/STORE R14 = 18m²

All paint work shall be done to the specification of the manufacturer. Over coating 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 is commenced with. No sweeping or dusting shall be done while painting is in progress or while paint is still wet. All items that are more cost effective to remove from wall and to re-fix must be removed to avoid cutting in against items such as notice boards, towel rails and other such items. Cover coats. Industry norm is that a raw wall requires 3 cover coats for a fully decorated monolithic surface. For Rhino Lite use plaster primer plus two coats of general paint. However, if bonding liquid is used, 3 additional cover coats are still required as bonding liquid is clear and not a cover coat.

Chip 80% of wall and provide key coat on wall for ceramic tiles Apply Tylon Key it or Tal primer and keying agent to smooth surfaces.

ABLUTION R5 = 6m², KITCHEN R6 = 1,0m², EX-WORKSHOP R7 = 7,0m²

Surface must be firm, free of dust, wax polish and organic growth. Painted and gypsum plastered surfaces need to be chipped to remove 80% of paint or gypsum. Apply Tylon Key it or Tal keying agent as specified by the manufacturer. BEFORE ANY TILING MAY COMMENCE, THE EMPLOYEE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE.

Remove glazed wall tiles.

ABLUTION R5 = 15m²

Remove old tiles completely with all adhesive and clean surfaces thoroughly, ready for new tiles.

Lay glazed wall tiles from floor to ceiling height (3,2m).

ABLUTION R5 = 41m², NEW SHOWER and TOILET R7 = 44m²

*Before tiling commences, the representative must first approve the surface, in site book. *All hollow sounding tiles shall be removed and re-fixed. *use only tylon cm11 or tal professional adhesive or type approved by project manager. *never use spot or blob methods. *never butt joint tiles.

Glazed ceramic wall tile and fittings shall comply with (SABS 22). Tiles should be even in shape and size, free from cracks, twists or blemish and uniform in colour. Tiles shall be fixed in accordance with (SABS 0107). Tiles should be fixed with a cement based adhesive. The adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be level, straight, continuous and with 2mm spacers for tiles up to 250 x 200mm and 3mm for bigger sizes as recommended by the tile manufacturer. Symmetrical arrangements of tiling, with cutting along both sides of panels, to avoid cutting of tiles smaller than 50mm wide, shall be done. Cutting and fitting of tiles against walls and around doorframes, etc. must be neat, with a gap between 2 and 5 mm. Tiling is to be returned into reveals of openings, onto window sills, and onto top of screen walls, etc. Do not stack tiles outside, exposed to dust, dirt and rain. Store under cover and not in direct contact with soil. Use only approved cement based tile adhesive.

Follow adhesive manufacturer's instructions. Use notched trowel to apply adhesive 6mm X 6mm notches at 6mm intervals. The BLOB and SPOT method must not be used. Joint widths shall be 3mm. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout. Mix grout with Tylon or Tal Bond-it in shower areas. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

Item is extra to tile item.

ABLUTION R5 = 41m², KITCHEN R6 = 2m² (splashback), EX-WORKSHOP R7 = 2m² (Splashback), NEW SHOWER and TOILET R7 = 44m²

Use bond it in grout as substitution of water as mixture.

Provide tile splash back for basin.

KITCHEN R6 = 2m², EX-WORKSHOP R7 = 2m²

The adhesive shall be as recommended by the manufacturer of the tiles. Joints shall be level, straight, continuous and with 2mm spacers for tiles up to 250 x 200mm and 3mm for size above, as recommended by the tile manufacturer.

Create new opening in existing 110mm brick wall.

ABLUTION R5 = 2m²

Cut or break opening in the existing wall to allow for the fitting of a door frame, where shown or mentioned. Measure, mark opening and cut with angle grinder from both sides. Create opening in existing wall. Remove all rubble from site. Form opening in this position according to size shown on drawings or as specified. Form seating in walls to suit the lintels as specified.

Demolish brick wall (Including door and frame) in Ablution R5 and Part of wall in Office R10

ABLUTION R5 = 3,2m², EX-WORKSHOP R7 = 4m²,

All demolishing work shall comply with SANS 0400-1990. Remove or protect all furniture and equipment. The demolition of wall and removal of rubble from site shall be done without affecting the safety, health and convenience of the people working in the building, or the public. No work shall, at any time, during the course of or after the demolition of a wall, be left in a condition dangerous to the people using the building, public or any adjoining property. Remove all rubble from site to an approved dumping site.

Lay damp proof course, 110mm wide x 375 micron

EX-WORKSHOP R7 (New shower) = 3m

Supply and place in position Brick grip SANS 952-1985 type B Damp proof course to resist rising damp. In solid wall construction, the DPC must be at least 3 courses above finished ground level, on the inner leaf. In a cavity construction the DPC must be at least 2 courses above ground level on the inner skin. The cavity below the damp-course must be filled and splayed to the underside of the stepped DPC. The omission of this detail can lead to chronic inward capillary movement of moisture at the interface of the slab and the brickwork.

Teeth out brick work

EX-WORKSHOP R7 (New shower)

JOINING NEW WALLS TO PLASTERED STRUCTURES: Cut and hack off plaster to the extent required. Cut toothings 114mm deep. New brick work tying into toothings is to be well bedded and filled in on top and at ends, with cement mortar.

Build up openings where aircons and doors were removed

OFFICE R1 = 0,5m² (Aircon Opening), PASSAGE R4 = 0,5m² (Opening in Wall), ABLUTION R5 = 2m² (Door Opening), EX-WORKSHOP = 2m² (Door Opening)

Prepare for and build up openings with new brick work with cement mortar to match existing. Prepare plaster to match existing walls. Prepare for painting.

Build 110mm Common Brick wall

EX-WORKSHOP R7 (New showers) = 5m²

Supply approved cement or clay bricks. Clay brick shall comply with SABS 227 and cement bricks shall comply with SABS 1215. The mortar for wall shall be 1 part PPC cement and 4 parts clean approved building sand. All masonry shall be plumb, level, straight and true, correctly bonded and shall rise uniformly with no portion exceeding 1,2m above any other part of the work. Brick force shall be installed on every 4 layers of brick. Bricks of different composition are not to be mixed and build into the same wall.

Plaster wall

OFFICE R1 = 0,5m² (Aircon Opening), PASSAGE R4 = 0,3m² (Opening in wall), ABLUTION R5 = 4m² (Door Opening), KITCHEN R6 = 0,5m² (Door Opening), EX-WORKSHOP R7 = 8m² (New showers)+ 4m² (Door Opening).

Interior plaster: Surface shall be clean and thoroughly wetted directly before plastering commences. Concrete surface shall be slashed with a mixture of one part of cement and one part of coarse sand. Cement plaster should be composed of one part of cement and five parts of plaster sand. Otherwise, where plaster must match existing plaster, plaster should not be less than 10mm and more than 20mm thick. Internal plaster, except where walls are to be tiled, shall be steel towelled to a smooth, even and true finish. Where walls are to be tiled plaster finish should be wood float finished. Plaster must be returned into reveals and Soffits of openings and all angles shall be true and straight with salient angle slightly rounded. All chases must be cut and electrical conducting and boxes or plumbing pipes fixed before any plastering is done. On no account will chasing in finished plaster be allowed and if such chasing is necessary, the entire wall surface shall be hacked off and re plastered. No re-tempering of partly set or dried plaster mixes shall be attempted and such material shall be discarded. Each coat of plaster shall be approved by the Manager before the next is applied and notice shall be given to that officer when it is ready for inspection.

Install dry-wall partition to ceiling (3,2m high).

KITCHEN R6 = 4m² (Close corridor) EX-WORKSHOP R7 (New toilet and Office) = 28m², WORKSHOP/STORE R14 = 18m²

Supply and install Rhino drywall system Number 1= 63.5mm Drywall steel studs, Non load bearing 12,5mm Rhino wallboard, one layer each side, fix to steel stud with 25mm Dry-wall screws. All joints finished with Rhino joint tape and Rhino glide. Joint shall be neat and shall be flush with board. All work shall be done according to the manufacture specifications.

6.6 Windows Interior

Paint windowsills 2 coats Dulux Wash 'n Wear silk - Colour = RIVER ROCK (Code 6J1-7)

OFFICE R1 = 1m², OFFICE R2 = 1m², MESS ROOM R3 = 1m², PASSAGE R4 = 2m², ABLUTION R5 = 1m², KITCHEN R6 = 0.5m², EX-WORKSHOP R7 = 2m²

Remove all polish with turps or thinners and sand window sill completely, clean sill with damp cloth to remove all sanding dust. Apply two coats of paint for previously painted sills.

Provide window sill as existing.

KITCHEN R6 = 1,5m, ABLUTION R7 = 1,0m

Plastered window sills shall be formed to match existing plastered window sills. New common bricks shall be used and built in with 4:1 cement mortar. Plaster window sills with 4:1 cement plaster, finish off smoothly with angles slightly rounded, and to match existing window sills in all respects. Fibre cement window sills shall be 15mm thick, of pressed fibre cement and approved manufacture, all to match the existing in every respect. Fibre cement window sills shall be fitted with screwed-on fixing lugs and bedded in 3:1 cement mortar. Damp course lay under window sills shall be taken down within the thickness of the wall under the e first full course of brickwork. The damp proof course shall not be laid directly below the sill bedding material.

Provide and install Aluminium Horizontal Venetian blinds (13off)

OFFICE R1 = 3 (1 off 1 450mm wide x 1 180mm drop, 1 off 1 570mm wide x 1 410mm drop, 1 off 1 580mm x 1 410mm drop) OFFICE R2 = 2 (2 off 1 450mm wide x 1 190mm drop) MESS ROOM R3 = 2 (2 off 1 450mm wide x 1 190mm drop) KITCHEN R6 = 1 (New window) EX-WORKSHOP R7 = 3 (2 off 1 580mm wide x 2 370mm drop, 1 off 1 570mm x 1 420mm drop) FIRE OFFICE = 2 (2 off 1 580mm wide x 2 370mm drop)

Blinds comprise of high tensile vinyl coated aluminium slats widths are 25mm, 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

6.7 Windows Interior and Exterior

Replace cracked/broken window panes (clear)

OFFICE R1 = 3 panes, MESS ROOM R3 = 2 panes brackets (50mm) and plated steel fixing clip brackets. Tilt Mechanism - Worm Gear.

Remove broken windowpane and clean frame from all rust and dirt. Paint frame with anti rust metal primer. Fixing of glass shall comply with part N of section 3 of SABS 0400. The glass for glazing shall comply with (cks 55). The thickness of panes related to its area shall be in accordance with (SABS 0137). Glazing putty shall comply with (SABS 680). Back putty shall not exceed 3mm. Glazing shall be executed in accordance with (SABS 0137). Front putty must be straight and in line with the top of the frame profile. Glass panes shall have adequate clearance between the edges of glass and the rebates as no glass to metal/wood contact at any point will be permitted.

Fit window panes clear to new frame

ABLUTION R5 = E2H (1,0m x 0,6m Window = 4 panes), ABLUTION R6 = D4FH (1,5m X 1,2m Window = 12 panes)

Clean frame from all rust and dirt. Paint frame with anti rust metal primer. Fixing of glass shall comply with part N of section 3 of SANS 0400 The glass for glazing shall comply with (cks 55). The thickness of panes related to its area shall be in accordance with (SANS 0137). Glazing putty shall comply with (SANS 680). Back putty shall not exceed 3mm. Glazing shall be executed in accordance with (SANS 0137). Front putty must be straight and in line with the top of the frame profile. Glass panes shall have adequate clearance between the edges of glass and the rebates as no glass to metal/wood contact at any point will be permitted.

Fit obscure film to existing window panes in shower area 199

EX-WORKSHOP R7 = 8 Panes

Film to be fit and cover complete panes and neatly cut against framework. Film to be stick to manufacturers instructions.

Paint window frame complete - Inside and Outside. Colour = WOOD MOSS (5K3-5)

OFFICE R1 = 3, OFFICE R2 = 2, MESS ROOM R3 = 2, PASSAGE R4 = 7, ABLUTION R5 = 2 plus 1 new, KITCHEN R6 = 1 new, EX-WORKSHOP R7 = 4, OFFICE R11 = 2.

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 Super Gloss Enamel. After painting window-openings, 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 any lost window fittings.

Build in window frame in new OPENING at new toilet

ABLUTION R5 = E2H (1,0m x 0,6m), KITCHEN R6 = D4FH (1,5m X 1,2m)

R5 and new OPENING where door was removed and bigger opening break in for new window - R6. Window frames shall comply with SANS 727 and fittings shall be brass or chromium plated. Windows of single construction shall have weather bars at transforms above opening sashes. Except where galvanized frames are specified on fault list, frames shall be treated with one coat primer complying with SANS 909 before leaving the factory. Where windows are specified with burglar bars, these shall be standard type fitted over opening sashes. New frame to match existing work with regard tot brickwork, plaster and windowsill.

6.8 Doors/Security Gates

Fit new Bow door handles to inside of toilet doors

EX-WORKSHOP R7 = 1 (new toilet door)

Screws for fixing of door handles shall be of matching metal and finish.

Fit rubber type door stop

OFFICE R1 = 1, OFFICE R2 = 1, ABLUTION R5 = 2, EX-WORKSHOP R7 = 3, LOBBY R8 = 1

Fit rubber type door stop to prevent door handle from hitting the wall / wall tiles. Fit door stops with new 38mm diameter rubber door stops, each properly fixed to floor with a steel screw, screwed to plug in floor. Fix door stop to floor with 8mm fisher plug and screw not shorter than 40mm.

Fit indicator locking bolt to new door

EX-WORKSHOP R7 = 1 (new toilet).

Fit indicator locking bolt, type as specify on work list. Screws for fixing of barrel bolts shall be of matching metal and finish

Aluminium weatherboard

PASSAGE R4 = 1 (Outside door)

Provide aluminium weatherboard and fix according to manufacture instructions

Cut door at bottom to allow for ceramic tiles

MESS ROOM R3 = 1door, LOBBY R8 = 1door

The clearance between tile floor and door shall be 6mm.

Cut 75mm of bottom of flush panel doors and repair door.

ABLUTION R5 = 2 doors, EX-WORKSHOP R7 = 1 door

Cut 100mm of bottom of flush panel door. Provide new wood section plus minus 40mm x 40mm and fit with wood glue and panel pins in between inner and outer panel and side wood strips to strengthen door again at bottom. Sand smooth.

Fit 3 lever mortise lock with handles to new doors

PASSAGE R4 = 1 Outside door, ABLUTION R5 = 2 new doors, EX-WORKSHOP R7 = 2 new doors.

Mortise locks and mortise lock furniture shall comply with (SANS 4) and shall have SANS mark on each lock. Each lock shall have 3 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 type of lock.

Provide and fit flush panel door and paint 1 coat wood primer

ABLUTION = 2, EX-WORKSHOP = 3

Cutting, chiselling, drilling and fitting the door to the hinges. Masonite hollow core door shall have solid timber sides without 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 any hinge bound.

Fit hardwood Maranti Outside door and frame as removed from cupboard at new opening for outside entrance. Hinges shall be fixed with no 8 x 40mm woodscrews to door.

PASSAGE R4 = 1, (At new entrance door)

Paint door complete, 2 coats - Dulux Pearlglou Colour - WOOD MOSS (Code 5K3-5)

OFFICE R1 = 1, OFFICE R2=1, MESS ROOM R3=1, ABLUTION R5 = 2, EX-WORKSHOP R7 = 3.

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.

Varnish door complete, 2 coats Woodgard Timberpreservative **Exterior** varnish

PASSAGE R4 = 1 New Entrance door Repositioned

Previously varnished doors: Remove handles, wash thoroughly with a suitable detergent to remove all dirt and rinse with clean water. Remove defective varnish and repair all holes and defective places with a suitable wood filler. Sand complete door and wipe off all sanding dust with a damp cloth. Allow to dry and apply two coats of varnish on varnished doors. Re-fit door handles New doors to be varnished: Remove lock and door handles, Fill all defective places with suitable wood filer, sand smooth and wipe sanding dust off with damp cloth. Allow to dry and apply. Apply three coats varnish on doors. Allow varnish to dry between coats. Re-fit lock and handles.

Break out doorframes complete. FRAME FROM CUPBOARD FOR RE-USE AT NEW ENTRANCE

ABLUTION R5 = 1, KITCHEN R6 = 1, EX-WORKSHOP R7 = 1

Take out the existing doors and break out frames where shown or specified and remove un-used from the site. Enlarge openings as required.

Build in 115mm hardwood door frames at Opening in ablution and new toilet

ABLUTION R5 = 2

Supply hardwood doorframe, Doorframe shall be fitted with at least three screws on either side of the frame, into the wall. The door frame shall be build-in level, plumb and straight.

Build in 220mm hardwood doorframe at new entrance

PASSAGE R4 = 1

FRAME REMOVED FROM CUPBOARD. Hardwood Meranti doorframes shall comply with SABS 1129. Frames shall be fix to walls with 100mm x ø8mm coach screws - 3 screws per side.

Install single ALUMINIUM door frame to new dry-wall partitions

EX-WORKSHOP R7 = 3

Install aluminium frame.

Paint WOOD door frame complete 1 coat Universal undercoat and 2 coats Dulux pearl glo FIELD GEAR (Code-5K2-6)

OFFICE R2 = 1, MESS ROOM R3 = 1, ABLUTION R5 = 2

Sand complete frame and wipe off all sanding dust with a damp cloth. Allow too dry and apply one coat universal and two coat finishing paint as per work list. Previously painted steel doorframes: Clean door frame from all dirt by means of scraping, steel wire brush or sanding. Sand frame complete and wipe off all sanding dust with damp cloth. Allow too dry. Apply one coat universal undercoat and two coats finishing paint as per work list. New wooden door frames to be painted: Sand smooth, wipe sanding dust off with damp cloth, allow to dry and apply one coat wood primer, one coat universal undercoat and two finishing coats as per work list. Allow paint to dry between coats.

Paint STEEL door frames complete 1 coat Universal undercoat and 2 coats Dulux pearl glo FIELD GEAR (Code-5K2-6).

OFFICE R1 = 1

Sand complete frame and wipe off all sanding dust with a damp cloth. Allow too dry and apply one coat universal and two coat finishing paint as per work list. Previously painted steel doorframes: Clean door frame from all dirt by means of scraping, steel wire brush or sanding. Sand frame complete and wipe off all sanding dust with damp cloth. Allow too 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. Allow paint to dry between coats.

Varnish WOOD doorframe complete 2 coats Woodgard Timberpreservative varnish

PASSAGE R4 = 1 (new Entrance repositioned)

Previously varnished wooden door frame: 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 frame and wipe off all sanding dust with a damp cloth. Allow too dry and apply two coats of varnish. New wooden door frames to be varnished: Sand smooth, wipe off sanding dust with damp cloth, allow to dry. Apply three coats varnish to doorframe. As per specification, allow varnish to dry between coats.

6.9 Floors

Vinyl Floor tiles

Remove vinyl floor tiles and clean floor. Remove tiles completely and remove all debris from site.

PASSAGE R4 = 18m², ABLUTION R5 = 8m², KITCHEN R6 = 7m², EX-WORKSHOP R7 = 36m², LOBBY R8 = 3m²

Remove existing floor carpets for scrap

OFFICE R1 = 25m², OFFICE R2 = 18m², MESS ROOM R3 = 19m²

Remove existing carpets completely and clean sub floor.

Lay 500mm x 500mm Berber point 920 or van Dyck Florpoint 980 plain back carpets tiles

OFFICE R1 = 25m², OFFICE R2 = 18m², OFFICE R10 = 11m²

Colour = **CHARCOAL**. The laying of textile floor covering shall be in accordance with SANS 0186. The laying of carpets shall include all preparatory work to screeded 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 have been laid, there will be no air bubbles. The cutting at doorframes will 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 replaced.

Chip 80% of floor and provide key coat on floor for ceramic tiles

MESS ROOM R3 = 19m², PASSAGE R4 = 18m², ABLUTION R5 = 8m², KITCHEN R6 = 7m², EX-WORKSHOP R7 = 21m², LOBBY R8 = 3m².

Before tiling, clean floor, apply Tylon (Tylon key it mixed with Tylon plaskey) or Tal primer and keying agent for use on smooth surfaces. Mix and apply primer and keying agent as per the manufacture specifications on container on how to mix and apply the key coat).

Lay 300mm x 300mm first grade ceramic tiles

MESS ROOM R3 = 19m², PASSAGE R4 = 18m², ABLUTION R5 = 8m², KITCHEN R6 = 7m², EX-WORKSHOP R7 = 21m², LOBBY R8 = 3m²

Colour = LIVERPOOL 313 Art M3913 Tone 22 or as per sample tile from Project Manager on floor.
*BEFORE TILING COMMENCES, THE REPRESENTATIVE MUST FIRST APPROVE THE SURFACE, IN SITE BOOK.*ALL TILES THAT SOUND HOLLOW SHALL BE REMOVED AND RE-FIXED. ***USE ONLY TYLON WB11, TAL PROFESSIONAL ADHESIVE OR TYPE APPROVED BY PROJECT MANAGER. ***NEVER USE SPOT OR BLOB METHODS.***NEVER BUT JOINT TILES. Thoroughly clean surfaces before any tiling commences. Smooth or painted surfaces must be chipped to 80% of area. KEY IT from TAL or TYLON must be applied over whole area. Glazed floor tiles shall comply with (SANS 1449). Tiles shall be even in shape and size, free from cracks, twists or blemishes and uniform in colour. The adhesive shall be Tylon WB11 tile adhesive for ceramic tiles and Tylon adhesive for porcelain tiles if porcelain tiles are specified. The use of any other type shall only be allowed if approved by the Project manager after adhesive was tested on site. Joints shall be straight, continuous with 5mm widths and pointed with waterproofing grout compound from TAL, Tylon or approved type. Symmetrical arrangement of tiling with cutting along both sides of panels to avoid cutting of tiles smaller than 75mm wide shall be done. Cutting and fitting of tiles against walls and around doorframes, sanitary fittings, etc. must be neat, with a gap between 4 and 6mm. Tile shall be level to each other at joints. Replace one broken or cracked floor tile between existing tiles. Use notched trowel to apply adhesive 10mm x 10mm notches at 6mm intervals. The BLOB and SPOT method must not be used. All excess adhesive shall be removed from joints before drying has occurred. Tiles must be dry before being bedded. Tap tiles level with a rubber mallet. All tiles must make 100% contact with adhesive, make sure there are no voids. Any tile that sounds hollow, if tapped, shall be removed. Allow the adhesive to cure for 2 to 3 days before grouting. Use only approved grout, mix grout with Tylon or Tal Bond-it in areas specified. Fill joints to lower edge of bevel and not level with the top of the tile. The work must be kept very clean during grouting as dried grout is almost impossible to remove from textured tiles. DO NOT USE ACIDS, SPIRITS OF SALTS, AMMONIA, OTHER STRONG CHEMICALS OR STEEL WOOL TO CLEAN TILES.

Item is extra to tile item.

Use bond it in grout as substitution of water as mixture to provide waterproof surface.

ABLUTION R5 = 8m², KITCHEN R6 = 7m², EX-WORKSHOP R7 = 6m²

Supply and fit heavy duty aluminium L strip at door entrance

PASSAGE R4 = 1,2m

Provide tile edge trim to conceal raw tile edges. Use right size trim for tile. Cut strips into correct length allowing neat mitres joints for corners. Bed tile edge trim firmly into adhesive so that adhesive penetrates the cut out section. Place tiles on top making sure they are flush with the leading edge of the tile edge trim. Proceed with grouting as recommended by the manufacturer. All section shall be one long straight length. No joints of sections shall be allowed.

Fix aluminium carpet/ceramic tile strip with 4 counter sunk self tapping screws and Fisher plugs to floor

OFFICE R1 = 1, OFFICE R2 = 1,

Fix screws 40 mm from ends and the other 3 screws to be evenly spaced between the end screws.

Remove wooden skirting.

MESS ROOM R3 = 18m, PASSAGE R4 = 24m, KITCHEN R6 = 7m, EX-WORKSHOP R7 = 20m

Completely remove existing skirting.

Paint skirting and quarter rounds, 2 coats Dulux Pearlgl Colour = RIVER ROCK (Code 6J1-7).

OFFICE R1 = 20m, OFFICE R2 = 15m,

Previously painted skirting: Wash thoroughly with a suitable detergent to remove all dirt and polish. Rinse with clean water. Remove defective paint and repair all holes and defective places with a suitable wood filler. Sand completely and wipe off all sanding dust with a damp cloth. Allow to dry. Fill all countersunk nail holes and other defective places in wood with a suitable wood filler to match wood colour. Sand skirting to leave smooth surface. Use damp cloth to clean skirting from dust. Allow drying time as per specification.

Fit ceramic tile skirting with tile edge strip

MESS ROOM R3 = 20m, PASSAGE R4 = 24m, ABLUATION R5 = 10m, KITCHEN R6 = 5m, EX-WORKSHOP R7 = 15m, LOBBY R8 = 3m.

Chip skirting area to 80% and apply Tylon or Tal key coat. Mix and apply key coat as recommended by the manufacturer. Cut ceramic tiles ± 80 mm wide and fix to wall as skirting. Factory finished edges shall face up and the cut sides will face towards the floor. Tiles shall be in straight line and the same specifications for tiling of walls and floors will be applicable.

Form floor in shower cubicle

EX-WORKSHOP R7 = 1m²

Lay the surface bed in shower cubicles with Class C-concrete, 100mm thick, at the required levels and with falls towards outlet in floor. Form a raised kerb across opening to each cubicle, 75mm wide and 75mm above finished surface of floor.

Cut floor tiles to 80mm x 80mm square and tile shower floor

EX-WORKSHOP R7 = 1m²

Grout for shower floor tiles shall be mixed with Tylon or Tal bond it, not with water. TILE SHALL HAVE FALL TOWARDS OUTLET. TOP OF TILE SHALL BE LEVEL WITH TOP OF TRAP GRID. TILES SHALL BE IN STRAIGHT LINES. NO PONDING OF WATER SHALL BE ALLOWED.

6.10 Cupboards / Table

Varnish build-in cupboards

OFFICE R2 = 8m², OFFICE R3 = 8m²

Previously varnished wooden cupboards: 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 cupboards and wipe off all sanding dust with a damp cloth. Allow too dry, sand completely lightly between coats. Apply two coats of Woodgard Timbapreservative Interior Varnish. Varnish doors on both sides and frame on outside.

Provide and fit Scrup-Up sink (Unit SSCF 15) against back wall of Workshop / Store with two 50mm x 50mm x 3mm mild steel angle iron brackets

EX-WORKSHOP / STORE R14 - 1 Scrup-Up Sink

Cut angle iron 45 degree mitre to make L shape bracket 500mm x 300mm long, weld corner and cut and weld 50mm x 5mm flat bar stay at 45 degree angle at 150mm to strengthen L bracket. Cut vertical ends of angle iron brackets 45 degree and grind all sharp edges smooth. Drill two holes per bracket to fit brackets with 10mm rawl bolts to wall, drill holes 70mm from top and from bottom. Paint bracket anti rust primer, universal undercoat and white gloss enamel. Fit bracket to wall with 2 each per bracket 10mm rawl bolts, fit brackets at 700mm centre. Fit overlay stainless steel sink, apply silicone on edge to seal against back wall, fit white plastic cove strip between sink and wall for neat finish before tiles wall above sink. Sink, waste outlet and rubber P trap included, but waste pipe exclude as distance to gulley can varied. All build, plaster and tile work shall be level and straight, all work shall be neat and to the satisfaction of the project manager.

Manufacture build in kitchen cupboards for sink (Item 517)

KITCHEN R6 = 1, EX-WORKSHOP R7 = 1.

Build as per attached sketch and specifications.

6.11 Plumbing Interior

Install Wash Hand Basin, 2 Cobra heavy pattern taps with star handles, stop valves, connectors, outlet and rubber trap

EX-WORKSHOP R7 = 1

Wash hand basins white porcelain/glazed ceramic and shall comply with (SANS 497). Pillar taps shall be chromium plated brass and of heavy pattern Cobra brand and shall comply with (SANS 226). 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. Taps for cold water with green/blue plastic inserts on the right hand side. Waste outlet shall be chromium plated brass with plug, chain and of Cobra brand and shall comply with (SANS 226).

Rubber trap shall comply with (SABS 1321). Installation of basin, taps, waste outlet and trap shall be done in accordance with the relevant manufacturer's instructions. Basin shall be fixed with silicone layer between basin and wall. Basin shall be level and shall be 800mm from finished floor level to top front section of basin if no pedestal basin is specified.

Install Wall mounted porcelain bowl urinal with flash master valve complete

EX-WORKSHOP R7 = 1

Wall mounted urinals shall be of white glazed fireclay or vitreous china type, each approximately, with back flush entry and secured to wall with not less than two concealed hanger brackets. The urinals shall each be fitted with 38 mm diameter chromium plated domical grating, approved urinal flushing valve complete with push button assembly, spreader and all other necessary chromium plated fittings. Fit each urinal outlet with a white PVC, trap or brass chromium plated bottle trap.

Fit toilet complete, include WC pan, Cistern 9l, Angle valve, flex connector and heavy duty toilet seat

ABLUTION R5 = 1, EX-WORKSHOP R7 = 1.

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 SANS 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 SANS 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.

Install shower outlet, trap and waste pipe complete Provide and set in the concrete filling 50mm diameter brass shower trap with brass chromium-plated grating

EX-WORKSHOP R7 = 1

Grating shall be level with the finish. From trap take 50mm diameter PVC waste pipe through wall to outside, fit inspection bend and continue down and along walls as required and connect to inlet on gully head or direct to sewer.

Install 2 (Hot and Cold) new heavy pattern Cobra shower taps with star handles complete for shower

EX-WORKSHOP R7 (new shower) = 2 Taps

Taps shall be in line and shall be level. 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. and taps for cold water with green/blue plastic inserts on the right hand side.

Fit shower rose for new shower 2,2m high from floor level

EX-WORKSHOP R7 (new shower) = 1

Provide and fix in each shower cubicle an approved 50mm diameter brass chromium-plated shower rose connected with short length of 15mm diameter chromium-plated pipe taken down on wall to height required and connect to 15mm brass chromium-plated stop cock to cold water supply.

Install pivot shower door with OBSCURE glass in shower cubicle

EX-WORKSHOP R7 = 1

Supply and install pivot shower door from Kal Aluminium or Wespeco or type approved by project manager. Install according to the manufacture's specifications. Silicone sealer shall be applied between tiles and aluminium frame before fitting frame and not after frame has been fixed.

KITCHEN R6 = 1, EX-WORKSHOP R7 = 1

Provide and install 15mm Cobra heavy duty kitchen sink tap mixers with star handles Fit/ replace sink mixer

Provide and fit a new chromium-plated sink mixer with swivel nozzle.

KITCHEN R6 = 1, EX-WORKSHOP R7 = 1

Work description: Install 1500mm x 530mm DROP IN single bowl sink in new kitchen cupboard (Item 452). Stainless steel sinks with draining boards for domestic use shall comply with the requirements of SANS 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. 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.

Vertical or Horizontal chasing for pipes into walls for cold and hot water

COMPLETE JOB = 60m

All necessary holes shall be cut in walls, floors, roofs, ceilings, etc. for pipes, brackets, etc. and any damage shall be made good in all trades, after pipes, etc. have been built in, all to the satisfaction of the Project Manager.

Install water pipes 15mm copper pipes for cold and hot water

COMPLETE JOB = 60m

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 avoidable 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 lodged 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 thereof. All pipe runs should be flushed, fastened and pressure tested, prior to the application of any terminal fittings.

Install All Grab to be fit to Ablution facilities for disable persons incl. SR2 - Cistern Back Rail, DL3 - Dog leg Side Rail with centre Flange, Door Grab Rail, as per measurements on attached sketch

ABLUTION R5 = 1 Job - ALL Grab rails

According to specifications as per National Building Regulations Part S (SANS 0400-1990) and Disabled People S.A.

6.12 Fit/Replace Items/ Furniture

Fit 400mm x 600mm mirror between tiles above HWB

ABLUTION R5 = 1, EX-WORKSHOP R7 = 1

Mirrors shall comply with the requirements of SANS Specification 1236, Class A. Unframed mirrors shall have polished edges (Bevelled edges are not permitted). Provide mirrors where shown or mentioned, size as specified in work list, side shall be rounded and polished edge silvered plate glass. Each mirror to be drilled four (4) times and countersunk screwed to plugs in wall with 38 mm long screws, fitted with domed chromium-plated cups. Provide at each fixing point a felt washer between wall and mirror or if specified on work list with mirror adhesive.

Fit toilet paper holder/dispenser against wall

ABLUTION R5 = 1, EX-WORKSHOP R7 = 1

Provide type White powder coated toilet paper dispenser holding 2 rolls.

Install single chromeplated soap dish at shower cubicle

EX-WORKSHOP R7 = 1.

Fix dish with two plugs and screws horizontally 1250mm from shower floor.

Fit ø25mm x 1500mm Chrome towel rail Provide chrome plated towel rail and brackets

EX-WORKSHOP R7 = 1 at new shower

Towel rail shall be 1,5m long and fix with fisher plugs and at least 35mm long countersunk self-tapping screws.

Fit 4 coat hooks above bench at new shower

EX-WORKSHOP R7 = 4 at new shower

Provide and fix in the position indicated or directed, Screwed to plugs in walls and provide hat and coat hooks as sample No. 173, at approximately 200mm centres, securely screwed to wall.

Manufacture and fit shower bench at new shower area

EX-WORKSHOP R7 = 1 Bench in Shower area

Manufacture bench from two 50mm x 50mm x 3mm mild steel angle iron, cut angle iron 45 degree mitre to make L shape bracket 300mm x 300mm long, weld corner and cut and weld 50mm x 5mm flat bar stay at 45 degree angle at 150mm to strengthen L bracket. Cut vertical ends of angle iron brackets 45 degree and grind all sharp edges smooth. Drill two holes per bracket to fit brackets with 10mm rawl bolts to wall, drill holes 70mm from top and from bottom, drill five x 6mm dia holes to fit five each slats. Paint bracket anti rust primer, universal undercoat and white gloss enamel. Fit bracket to wall with 2 each per bracket 10mm rawl bolts, fit brackets at 700mm centre. Supply and fit five each 45mm x 22mm hardwood rounded slats 1000mm long. Fit slats to brackets with 6mm round head brass wood screws. Sand wood slats smooth and varnish two coats before fitting. Fit bench to wall. Bench height from floor to top of slats shall be 460mm. Bench brackets shall be fitted vertical and horizontal level.

6.13 Roof

Erect shelter between C.T.C Building and Office Building

BETWEEN BUILDINGS = 1 Job

Fit new 0.80mm thick full hard IBR profile roof sheeting (Chromodeck from Clotan Steel - Colour = Sand Stone Beige) on 250mm x 50mm Wood Structure Trusses fixed to walls with Galv. Truss Hangers using ø10mm x 70mm coach screws. Supply and fit IBR profile sheets 0.5mm thick. The roof sheeting shall be laid in long lengths, narrow flutes outermost. The sheeting shall be laid with side-laps on the leeward side of the prevailing wind direction. An approved side-lap sealant shall be incorporated on roofing with a pitch of less than 15 degrees. All fixing holes shall be drilled and not punched. Roof sheets shall be fixed by means of No.14 Top speed Hex Head screws 65mm LG for steel purlin. Contractor to measure the required length before order the IBR roof sheets.

Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheeting which has become deformed or damaged in any way shall be replaced. The contractor shall exercise special care when handling long length sheeting, particularly in windy conditions. Should work be interrupted for any reason, all loose sheeting and incomplete sections must be adequately secured against possible movement by wind and gravity. The contractor shall ensure that all materials used on site for cladding, etc. are transported, handled and stored in accordance with the manufacturer's recommendations. Material damaged shall be rejected and replaced with undamaged material at the contractor's expense. Repair of damaged material will not generally be permitted. Rates are to include for preventing damage and protecting sheets through all stages of construction.

6.14 Walls Exterior

Make new opening in existing 220mm BRICK WALL

PASSAGE R4 (New Outside Door) = 2m², ABLUTION R5 = 1m² (New window), KITCHEN R6 = 1m² (New window)

Cut or break openings in the existing wall, for the building in of door frames, where shown or mentioned. Measure, mark opening and cut with angle grinder from both sides. Make opening in existing wall. Remove all rubble from site. Form openings in the positions and of the sizes shown on drawings or as specified. Form seating in walls to suit the lintels as specified.

Build walls (220mm face bricks OUTSIDE AND common bricks INSIDE)

KITCHEN R6 = 1m²

Supply approved, as existing and specified face bricks. Clay brick shall comply with SANS 227. The mortar for wall shall be 1 part PPC cement and 6 parts clean, approved, building sand. All masonry shall be plumb, level, straight and true, correctly bonded and shall rise uniformly with no portion exceeding 1,2m above any other part of the work. Brick force shall be installed on every 4 layers of brick. Clay bricks shall be well saturated with water, in the stack or dump, approximately 2 hours before being used. The tops of walls left unfinished shall be well wetted before work recommences. NB; Cement or concrete bricks shall not be wetted. All rough and fair cutting, cutting of splays, skewbacks, chamfers, etc. shall be properly performed. Form or leave all Cavity walls are to be built with two half brick thicknesses in stretcher bond, with 50mm cavity between, all tied together with metal wall ties. Face brick work is to be built with facing bricks as described and pointed as directed with recessed or keyed joints. Walls, unless otherwise specified, are to be built with cement mortar. Necessary openings for pipes etc. are to be made good after pipes etc. are fixed in position. Mortar joints to brick work, generally, shall be 10 mm in thickness with level bedding joints and vertical perpendics. The joints in brickwork receiving plaster, tiling or similar finishes, shall be raked out whilst the mortar is soft to form key for the plaster or mortar backing.

Place in position pre-cast concrete lintel

PASSAGE R4 (New outside door) = 1,2m, ABLUATION R5 (New window) = 1,2m, KITCHEN R6 (New window) = 1,5m

Supply and place pre-cast lintel in position on mortar bed. The lintels may be in a single width to the thickness of wall or may be in two widths, placed side by side, and shall have a depth of not less than 60 mm. Top surface of lintels shall be suitably roughened, indented or shaped to give a good bond between the lintels and the mortar for the first course of brickwork above. Lintels shall have bearings of not less than 225 mm on walls at each end. The number of reinforcing wires in lintels for the various wall thickness and spans shall be not less than specified by the SABS Lintels shall be built in 3:1 cement mortar with all joints filled solid with mortar.

6.15 Plumbing Exterior

Provide all underground ø110mm PVC sewer pipes for collecting to existing sewer.

BACK OF BUILDING = 6m

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 SANS 0400, before the property may be occupied and the drains put into use. Barrels of pipes shall rest on solid ground. **Testing of underground 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.

Install pre-cast concrete gully top

BACK OF BUILDING = 1 Job

Pre-cast concrete gully top shall be 150mm above ground level or 50mm above permanent paving or concrete apron. The pre-cast concrete gully shall be finished off against wall and concrete-/paving apron.

Lay above ground sewer pipes

BACK OF BUILDING = 1 Job.

Only registered plumbers and drain layers shall be employed on any plumbing and drainage work. 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 SANS 6400, before the property may be occupied and the drains put into use. Barrels of pipes shall rest on solid ground.

Provide and install new 150l KWIKOT Kwiksol Solar Water Heating

ROOF OF BUILDING = 1 Job

Close Coupled Direct System or similar. Complete system including all vacuum breakers, timer and Thermal Pipe Lagging and fixing to the roof and can be used as a conventional electrical water heater and as a solar water heater. Installation to be done by certified person and accordance the manufactures installation specifications. System to comply with SANS 1307 regulations and SABS 400kPa approved.

6.16 Specification : Electrical

Provide and install electrical lighting, socket outlets, electrical equipment and air-conditioning for the facility.

6.16.1 Specific Specifications (Floor Plan Annexure "C")

- All ceiling void pipes, light fittings, socket outlets and other electrical equipment not required to be removed. Pipes inside walls may be used if applicable to requirements and position as per specifications.
- Light switches and socket outlets not used to be blanked off. Installation of lights: evenly spaced, in line, as per Project Manager Instructions.
- The Power skirting plugs used must be of the flush type evenly distributing socket outlet circuits from Distribution Board. All socket outlets other than Power skirting socket outlets must be double model.

- All new work to be flushed mounted [Old socket outlets to Power skirting's] ; PVC trunking in corner of walls can be surface mounted.
- All light fittings to be returned to TFR

6.16.2 Equipment Specifications

- Industrial corrosion-resistant fluorescent luminaire
Robust corrosion-resistant housing and diffuser , Stainless steel latches , external mounting facility, hinged prismatic diffuser , IP 65 , Suitable for suspended or surface mounting ,1.5 m double –2 x 58W Cool white . A C voltage 198 – 254 V Annexure E
- Industrial fluorescent channel
Electronic control gear , low energy consumption , luminaire body and cover to be 0.8 mm powder coated cold rolled steel , Lamp holders ingress protected ,IP 65 , lamps are switched off at end of life, 2 x 58 w , Cool White lamps. A C voltage 198 – 254 V
- LBR
Lights fluorescent 1.5 M double surface mount, LBR, electronic control gear V- shaped, metal casing, white in colour and reflector double parabolic shiny aluminium, tubes to be cool white. A C voltage 198 – 254 V. Annexure F
- 165 W Floodlight High frequency Induction light, Grey, 3 year warranty
Timers: CBI QAT-R-DM electronic timer standard electronic time switch with 24 hour reserve dual mount 39mm width
- Circuit breakers to be CBI, 6 KA
- All equipment [light switches and double socket outlets to be Crabtree model]
- Occupational sensors: Steinel IS 3360 model
- Air Conditioners as per specifications attached
- Power skirting :Venus type double compartment white

6.17 Scope of Work

6.17.1 New Shelter

Reroute supply from light fitting at entrance to centre of canopy. Supply and install 1 x Industrial corrosion-resistant fluorescent luminaire. Supply and install Spectrum day / night sensor

6.17.2 Office – R1 Section Manager Operations

- Supply and replace 4 x fluorescent luminaires with 4 x LBR 1.5 M double model luminaire.
- Supply and Install Venus Power skirting around the circumference of the office.
- Remove flush socket outlets, supply and install 3 x Power skirting normal socket outlets from existing. Blank off 4 x 4 gang boxes.
- Supply and Install separate supply 2 x dedicated socket outlets as positioned in sketch. Supply to be from DB with PVC trunking 40 mm x 40 mm neatly positioned in corner of office and ceiling.
- Remove 1 x light switch / blank off.
- Supply and replace light switch with new.
- Remove air conditioner and hand over to TFR
- Supply and install new air conditioner with new supply from DB with orange toggle and flush mounted isolator per specifications

6.17.3 Office – R2 – Operations

- Supply and replace 1 x light switch with new
- Supply and install 2 x LBR 1.5 m double luminaires. Make neat Sprague with trunking
- Blank off other lights
- Remove old Power skirting, supply and replace with new Venus double compartment P/S.
- Supply and Install 1 x normal –and 1 x dedicated Power skirting socket outlet as per position.
- Remove heater and blank off isolator.
- Supply and install new air conditioner with new supply from DB with orange toggle and flush mounted isolator as per specifications.

6.17.4 Mess room – R3 – Operations

- Remove Power skirting and heater
- Remove all socket outlets and isolator
- Supply and install new Power skirting around the circumference of Mess room as indicated.
- Supply and install 3 x LBR 1.5 m double luminaires. Tidy up Sprague with PVC trunking and between fittings
- Supply and install occupational light sensor
- Supply and install new a/c isolator from DB Orange toggle c/b separate supply

6.17.5 Passage - R4

- Remove 3 x galleries, supply and replace with 3 x LBR 1.5 m single luminaire.
- Replace socket outlet with new
- Supply and replace light switch and new blank off cover.
- Supply and install occupational sensor

6.17.6 Ablution – R5

- Supply and replace light with LBR 1.5 m double luminaire.
- Supply and replace 3 – lever switch
- Supply and replace light at new toilet with 600 mm single LBR luminaire. Supply and install 2 x occupational light sensor at entry point.
- Supply and install new 600 mm LBR luminaire double tube in toilet.
- Supply and install 300 mm extractor fan in centre of room with external grill outside. To be controlled by sensor

6.17.7 Kitchen – R6

- Supply and replace 2 x LBR 600 mm luminaires double tube.
- Supply and replace 1 x LBR luminaire 1.5 double tube
- Supply and install new light switch
- Supply and install new socket outlet at new position next to zinc as indicated
- Supply and install socket outlet at new position as indicated
- Supply and install new occupational sensor to operate when entering the passage
- Supply and install Venus double compartment Power skirting

6.17.8 Mess room[ex Workshop] – R7

- Use current fluorescent light fitting point and replace with 2 x LBR double 1.5 m luminaire
- Remove Power skirting , supply and replace new Power skirting as indicated
- Supply and install 1 x P/S socket outlet.
- Blank off socket outlet that will be in toilet. Move socket outlet to next zinc 1.5 AFL
- Connect 1 – lever switch/alter wiring for lighting

6.17.9 Lobby – R8

- Supply and install 3 – lever light switch
- Supply and install 1 x LBR surface 600 mm luminaire

6.17.10 Toilets – R9

- Supply and install occupational sensor
- Replace 1 x light fitting with LBR 1.5 m double luminaire and LBR 600 mm luminaire
- Supply and install 2 – lever switch
- Supply and install 300 mm extractor fan in centre of room with external grill outside. To be controlled by sensor

6.17.11 Office – R10 - Fire Protection Services

- Remove 2 x socket outlets
- Remove Power skirting and replace with Venus type double compartment as per sketch.
- Supply and install 1 x dedicated –and 1 normal socket outlet at position in sketch
- Use current light fitting point to supply and install 2 x LBR 1.5 m light luminaire.
- Alter lighting wiring and install a light switch
- Alter current socket outlet that will be in toilet and move to office.
- Supply and install new air conditioner with new supply from DB with orange toggle and flush mounted isolator per specifications

6.17.12 Office – R11 - Fire Protection Offices

- Remove old Power skirting and replace with Venus double compartment Power skirting
- Supply and install 1 x dedicated-and 3 x normal socket outlets at position in sketch
- Blank off socket outlet
- Air conditioner wired with plug .Change to dedicate supply from DB with Orange toggle and flush isolator
- Supply and replace single lever switches x 2

6.17.13 Chemical Store – R12

- Replace luminaire with Industrial corrosion-resistant fluorescent 1.5 m double luminaire
- Supply and replace switch with 2 x 4 wondabox
- Supply and replace socket outlet

6.17.14 Extinguisher Store – R13

- Replace 1 x Industrial corrosion-resistant fluorescent luminaire 1.5 m double luminaire
- Replace socket outlet x 1
- Replace switch with 2 x 4 wondabox and flush

6.17.15 Workshop – R14

- Replace 2 x lights with 2 x Industrial corrosion-resistant fluorescent luminaire double luminaires. Alter wiring.
- Replace socket outlet
- Replace light switches x 2 with wonda box and flush switch
- Supply and install 1 x Industrial corrosion-resistant fluorescent luminaire double luminaires. Alter wiring. Install switch close to entrance

6.17.16 Evidence Store – R15

- Make neat power skirting. Use from building next door.
- Replace light fittings with 4 x Industrial corrosion-resistant fluorescent luminaire 1.5 double luminaires
- Supply and replace new socket outlets
- Supply and install 2 x new wonda box light switches
- Alter light switches to ensure control by switch at wall entrance

6.17.17 Kitchen – R16

- Replace fluorescent light fitting with LBR 1.5 m double luminaire

6.17.18 Toilet – R 17

- Supply and install new Industrial corrosion-resistant fluorescent luminaire 1.5 m double tube

6.17.19 Office – R18

- Supply and install new LBR 1.5 m double luminaire

6.17.20 Office R19 and passage

- Passage- Replace light fitting with LBR 1.5 m double luminaire and add another luminaire LBR 1.5 m double tube
- Supply and install light fitting with LBR 1.5 double tube luminaire

6.17.21 Outside Lights

- Check operation and repair if required. Supply and install 1 x Flood light

6.17.22 Distribution Board

- Replace PVC trunking above and to passage
- Replace flush board with surface mount similar physical size with hinge door.
- Replace with CBI MCB'S: 1 x 60 A TP Main switch, 7 x 10 A S/P , 8 x 20 A S/P , 5 x Orange toggle 20 A SP , 2 x E/L , 1 x 20 A SP/N
- Make neat to satisfaction
- Replace light with 1.5 m LBR single tube luminaire
- Supply and install 20 A SP&N , waterproof Isolator on roof as indicated by Project Manager and electrical supply to Solar system ,included a Geyser wise Max Model

6.18 Air Conditioner

6.18.1 Air conditioner Office R1

The work consists of supplying, installing and commissioning of one **Samsung 18000BTU – AR18FSFNA** inverter midwall split air conditioner.

- The indoor unit to be mounted in the centre of the office as high as possible.
- The outdoor unit to be mounted onto galvanised cantilever brackets , bolted with 8mm bolts and spring nuts that are secured with 10mm raw bolts onto wall.
- Allow for core drilling (Brick wall 230mm thick x 75mm hole), close up all core holes after installation work has been done.
- Gas pipe run +/- 5 metres and must be properly insulated.
- All gas and water pipes must be placed in 100x40mm PVC trunking.
- All drain pipes must run down to ground level to the nearest drain hole and must be saddled every 50cm.
- Make sure there is no gas leaks before commissioning (Pressurize systems)
- Indoor & outdoor unit to be properly marked.
- Quotation must stipulate make and model numbers.
- Air conditioner that is quoted on must be available.
- Guarantee period to be issued with invoice
- Serial numbers to be sent to Transnet Freight Rail.

6.18.2 Air conditioner Office R2

The work consists of supplying, installing and commissioning of one **Samsung 12000 BTU – AR12FSFNA** inverter midwall split air conditioner.

- The indoor unit to be mounted in the centre of the office as high as possible.
- The outdoor unit to be mounted onto galvanised cantilever brackets , bolted with 8mm bolts and spring nuts that are secured with 10mm raw bolts onto wall.
- Allow for core drilling (Brick wall 230mm thick x 75mm hole), close up all core holes after installation work has been done.
- Gas pipe run +/- 5 metres and must be properly insulated.
- All gas and water pipes must be placed in 100x40mm PVC trunking.
- All drain pipes must run down to ground level to the nearest drain hole and must be saddled every 50cm.
- Make sure there is no gas leaks before commissioning (Pressurize systems)
- Indoor & outdoor unit to be properly marked.
- Quotation must stipulate make and model numbers.
- Air conditioner that is quoted on must be available.
- Guarantee period to be issued with invoice.
- Serial numbers to be sent to Transnet Freight Rail.

6.18.3 Air conditioner Office R10

The work consists of supplying, installing and commissioning of one **Samsung 12000BTU – AR12FSFNA** inverter midwall split air conditioner

- The indoor unit to be mounted in the centre of the office as high as possible.
- The outdoor unit to be mounted onto galvanised cantilever brackets , bolted with 8mm bolts and spring nuts that are secured with 10mm raw bolts onto wall.

- Allow for core drilling (Brick wall 230mm thick x 75mm hole), close up all core holes after installation work has been done.
- Gas pipe run +/- 5 metres and must be properly insulated.
- All gas and water pipes must be placed in 100x40mm PVC trunking.
- All drain pipes must run down to ground level to the nearest drain hole and must be saddled every 50cm.
- Make sure there is no gas leaks before commissioning (Pressurize systems)
- Indoor & outdoor unit to be properly marked.
- Quotation must stipulate make and model numbers.
- Air conditioner that is quoted on must be available.
- Guarantee period to be issued with invoice.
- Serial numbers to be sent to Transnet Freight Rail.

6.19 Information to be obtained from site

The attendance of a site clarification meeting will be compulsory and the prospective *Contractors* shall visit the site of the proposed Works and acquaint themselves with the nature of the *Works*, the conditions under which the work is to be performed, the means of access, any limitations or other authorities and in general with all matters that influence or affect the contract.

Contractors shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing, as no claims for any extras in connection with the position or nature of the work will be entertained.

6.20 Details of conditions in which the *Contractor* must work

All staff working on site to have valid medical certification and be equipped with the correct, certified PPE in accordance with the Occupational Health and **Safety Act, 1993(Act 85 of 1993)**.

6.21 Constraints

Access and traffic control – The building is occupied.

6.22 Daily site diary and inspection book

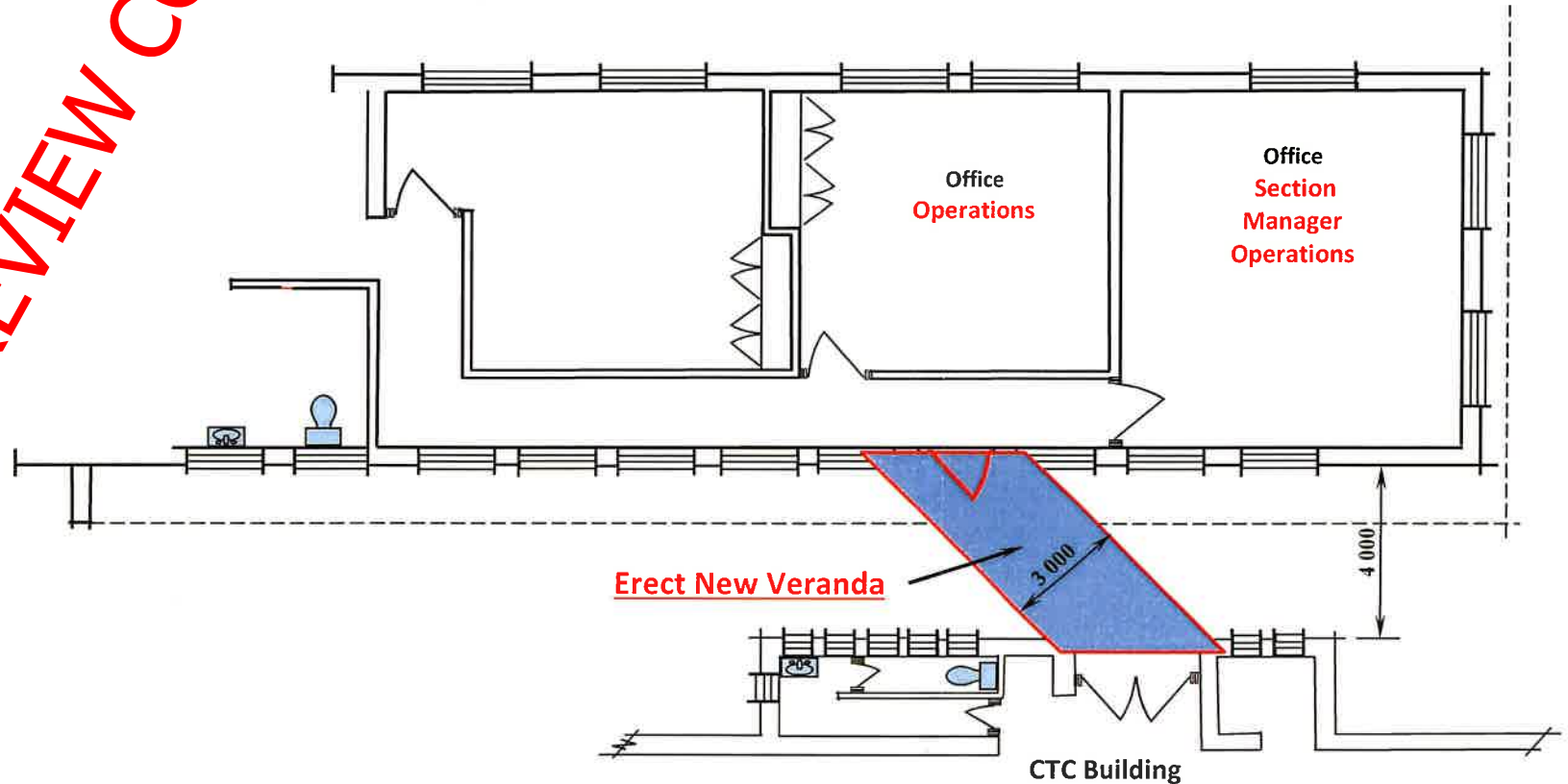
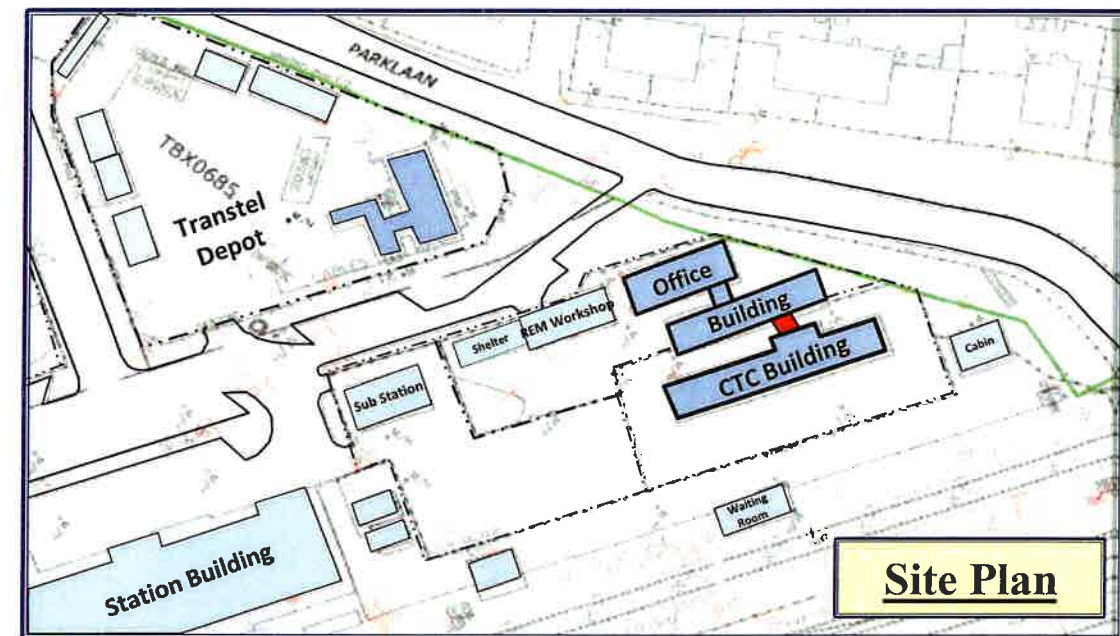
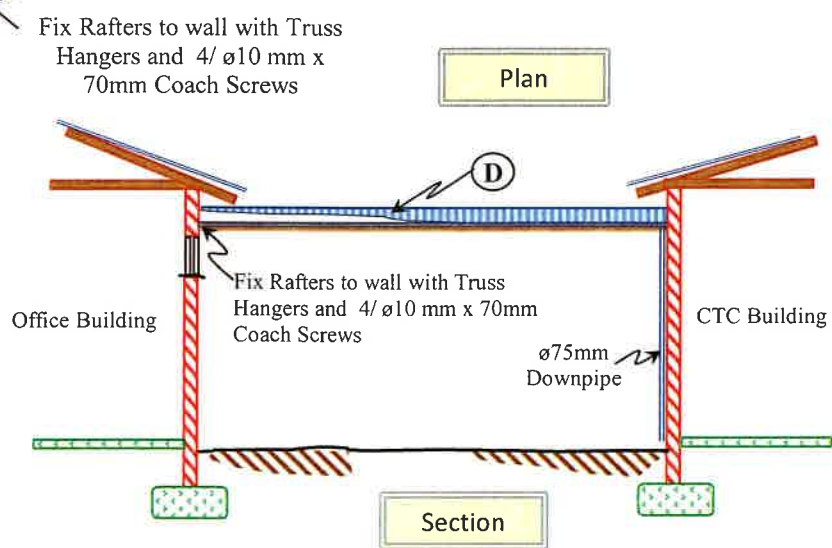
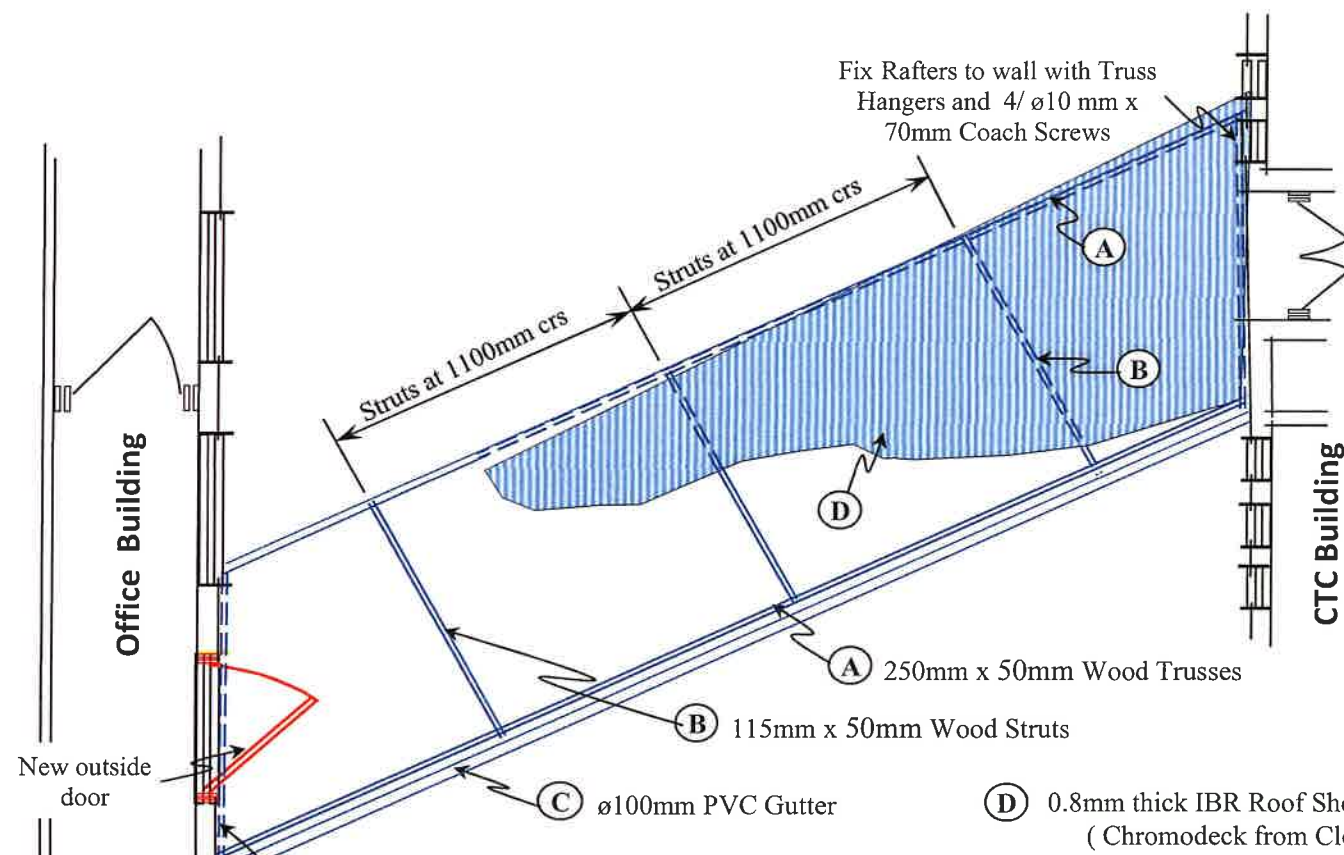
The *Contractor* shall provide an A4 size triplicate book to be used as a Daily Diary for the duration of the Contract. The *Employer's Representative* shall retain the original copy and the *Contractor* shall retain the first and second copy. The diary shall be completed on a daily basis.

In addition to this the *Contractor* shall provide an A4 size triplicate book to act as Site Instruction Book. The *Employer's Representative* shall retain the original copy and the *Contractor* shall retain the first and second copy. The diary shall be completed on a daily basis. Only the *Employer's Representative* or his *Supervisor* will have the authority to issue site instructions to the *Contractor*.

7. Drawings

2 x Drawings : Alterations to Building.

"PREVIEW COPY ONLY"

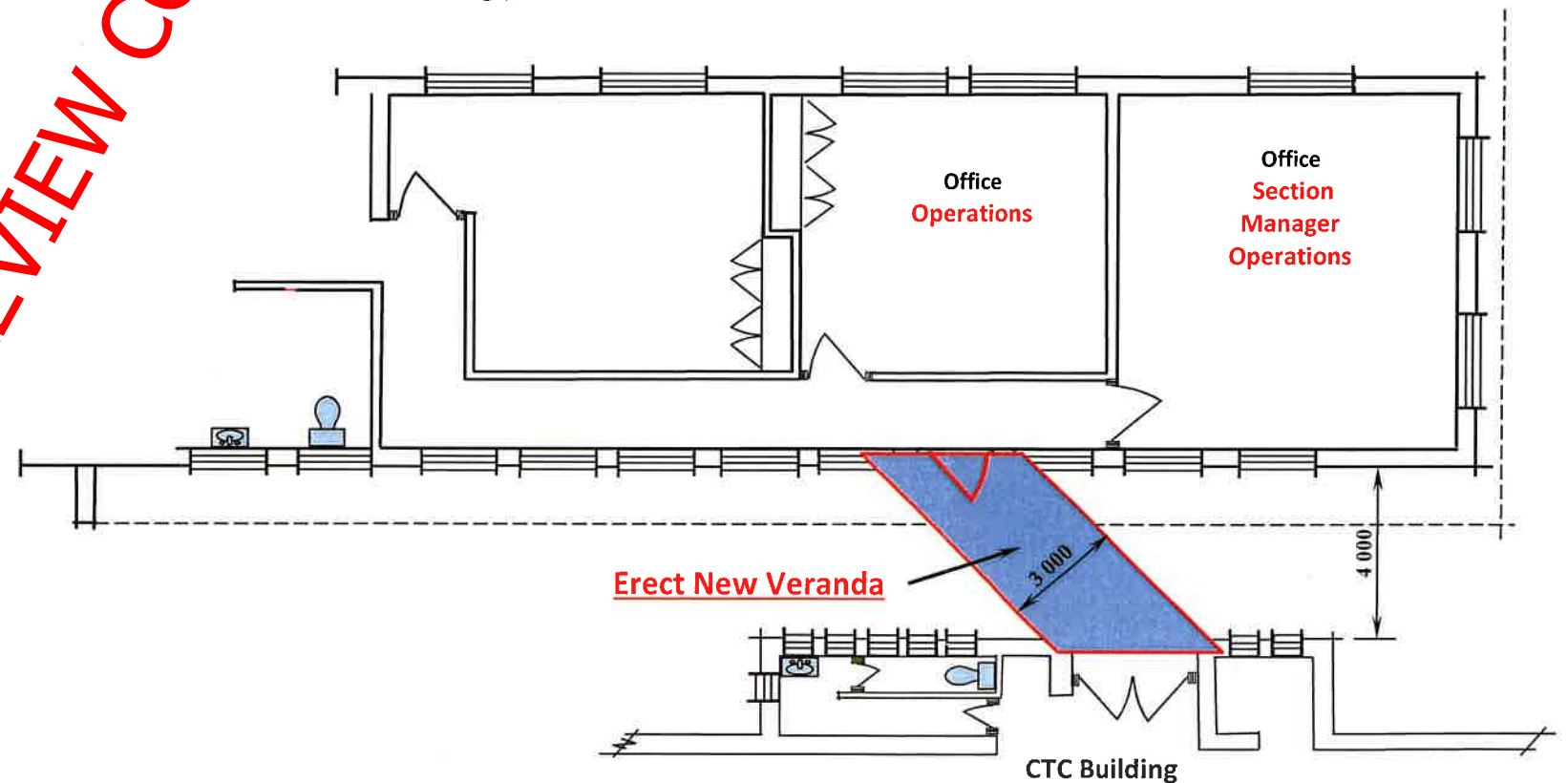
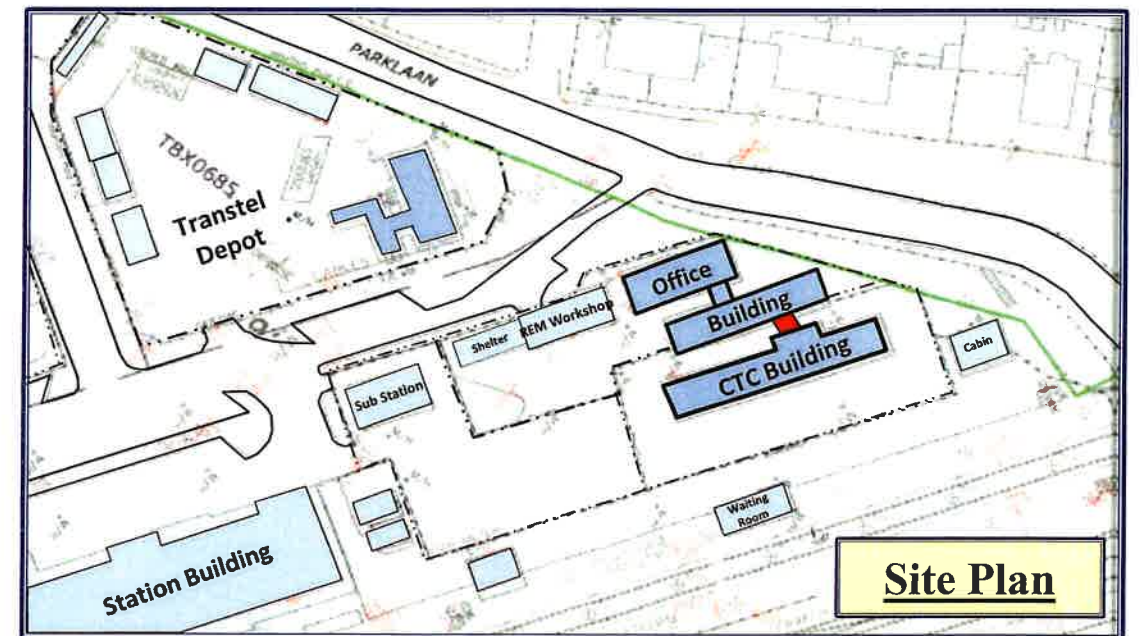
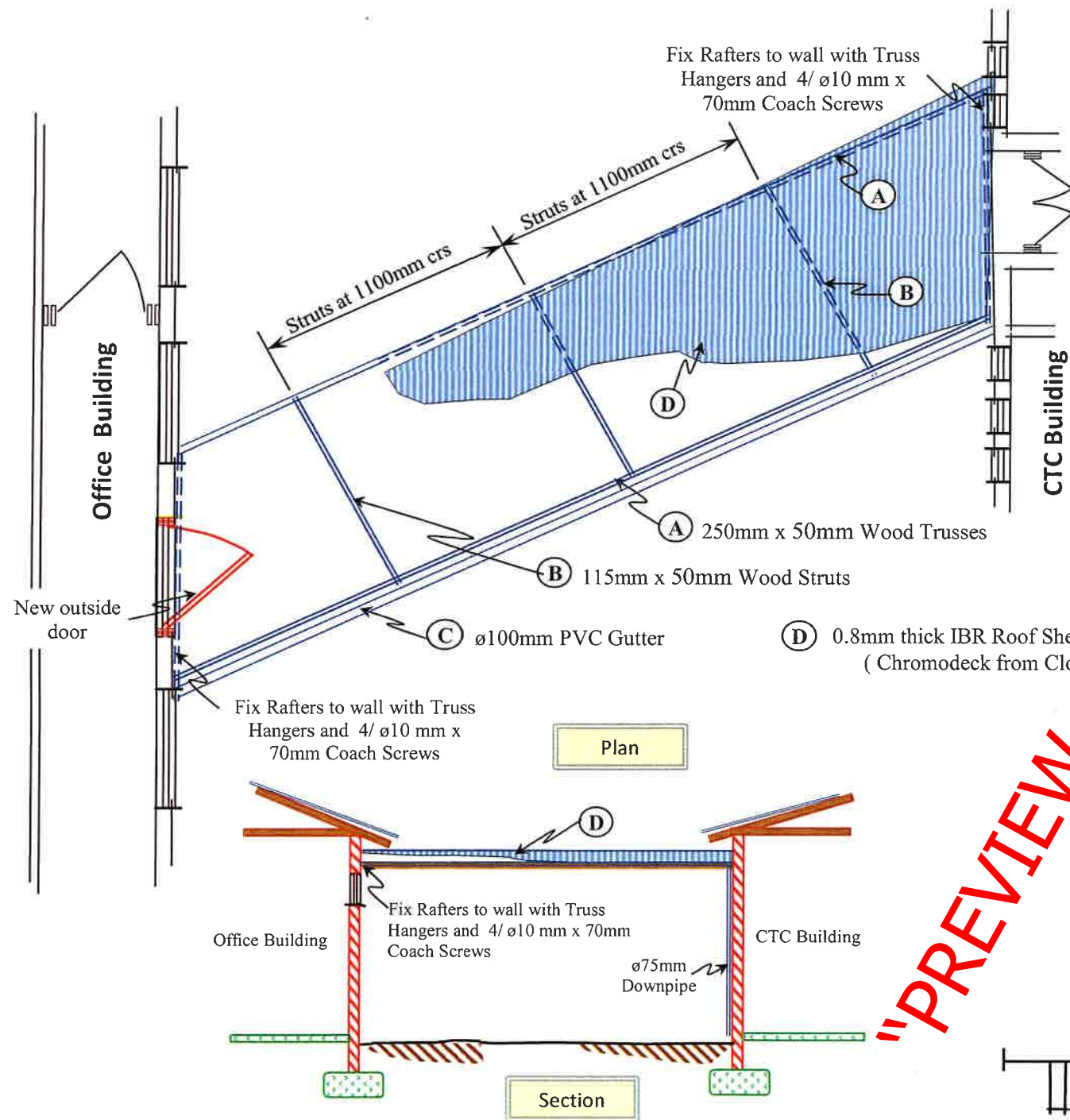


BEAUFORT WEST

Alterations to Building - Asset No. 02BG097C

Shelter at CTC Building

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BEAUFORT WEST

Alterations to Building - Asset No. 02BG097C

Shelter at CTC Building

Kitchen Units For Mess Room

Annexure

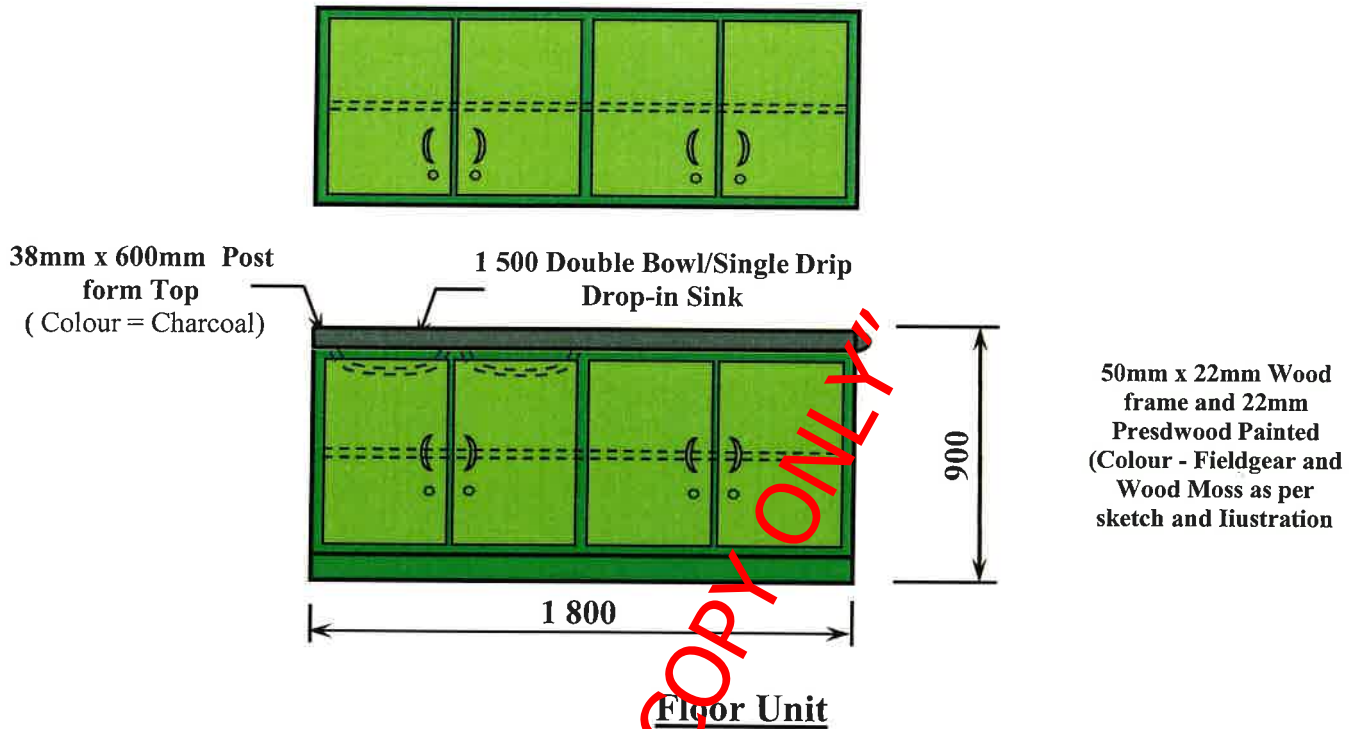


Photo as Illustration

KITCHEN CUPBOARD = 1,8m x 600mm x 900mm.

Work description: Cupboards to be manufactured from 50mm x 22mm Wood frame and 22mm Presdwood Wood and one shelf and standard handles and hinges. Top to be 600mm Postform Tops (Colour = Charcoal) with bullnose on the front and sides and cut-outs for Sink. Provide all doors with straight chrome plated locks and all furniture and 2 keys.

BEAUFORT WEST

Alterations to Building for Ladies facilities

Asset No 02BG097C

Kitchen Floor Unit

Date 20.11.2014

No. BFU 097C

PART 4: SITE INFORMATION

1. Description of the Site and its surroundings

1.1. General description

The work is to be carried out at CTC Building and office – Signals (Asset no. 02BG097C), station area at Beaufort West. The depot will be fully operational during the construction period. Working hours will be from 07:00 to 16:00

1.2. Existing buildings, structures, and plant & machinery on the Site

CTC Building, Office Building

1.3. Subsoil information

N/A

1.4. Hidden services

Outside Cables

1.5. Other reports and publicly available information

N/A

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Transnet Freight Rail

Tender : BLE 53430 - BEAUFORT WEST – Facilities for Ladies of CTC

BASELINE RISK ASSESSMENT - CIVIL

- **Please complete only those sections applicable to the project / service required**

* Denotes items applicable to both Construction Sites and Contractors Plant/Storage Yards for activities on Transnet property.

ELEMENT	SUBJECT	REQUIREMENTS	YES	NO
1. Administrative & Legal Requirements	<p>Notification of Construction Work</p> <p>Designation of Person Responsible on Site</p> <p>Reporting of Incidents (Dept. of Labour)</p> <p>First Aid</p>	<p>Department of Labour notified Copy of Notice to be presented</p> <p>Competent person appointed in writing as Construction Supervisor</p> <p>All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days</p> <p>Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</p> <p>Competent person appointed to plan & supervise working on roof.</p>		
2. Education and Training	<p>Working on Roof</p> <p>Induction & Task Safety Training</p>	<p>All new employees receive OH&S Induction Training. Training includes Task Safety Instructions.</p>		

3. Public Safety, Security Measures & Emergency Preparedness	Safety of work area		
4. Personal Protective Equipment	Foot Protection	All persons on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work.	All Work areas to be cordon off with Danger tape to prevent access to work area
	Hand Protection	Protective Gloves worn by employees handling / using: * Cement / Bricks / Steel / Chemicals * Hammers & Chisels	
5. Housekeeping	Scrap Removal System	All items of Scrap / Rubble and redundant material removed from working areas on a regular basis.	
6. Working at Heights (including roof work)	N/A		
7. Scaffolding / Formwork / Support work	N/A		
8. Ladders	Inspection of Ladders	Ladders inspected at arrival on site and monthly their after.	
9. Electrical Safeguarding	Electrical Installations & Wiring	Temporary wiring / extension leads in good condition / no bare or exposed wires.	
10. Emergency/Fire Prevention & Protection	N/A		
11. Excavations	No excavations deeper than 1,5m		
12. Tools	Hand Tools	Shovels / Spades / Picks: * Handles free from cracks and splinters * Handles fit securely * Working end sharp and true Hammers: * Good quality handles, no pipe or reinforcing steel handles.	

			* Handles free from cracks and splinters Chisels: * No mushroomed heads / heads chamfered	
13. Cranes		N/A		
14. Builders Hoists		N/A		
15. Transport & Materials Handling		N/A		
16. Site Plant & Machinery		N/A		
17. Plant & Storage Yards/Site Workshops Specifics		N/A		
18. Workplace Environment, Health & Hygiene		N/A		

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Comments: _____

Contractor Responsible Person

Name: _____

Signature _____ Date _____

NOMINATED SUB-CONTRACTORS

Note: This annexure must only be completed & submitted should Sub-contractors be utilised for this project.

PROJECT:

[illegible]



Transnet Freight Rail

Tender : BLE 53430 – BEAUFORT WEST – Facilities for Ladies of CTC.

BASELINE RISK ASSESSMENT - Electrical

1. Please complete only those sections applicable to the project / service required

* Denotes items applicable to both Construction sites and Contractors Plant/Storage Yards for activities on Transnet property.

ELEMENT	REMARKS	Yes / no
1. Administrative & Legal Requirements	<p>2. Hazard Identification carried out/Recorded</p> <ul style="list-style-type: none"> • Risk Assessment and – Plan drawn up/Updated • Employees/Sub-Contractors informed/trained <p>3. Competent person appointed in writing as Site Supervisor</p> <p>4. Written arrangements re. First Aid</p> <p>5. Competent person appointed to draw up and supervise the Fall Protection Plan and risk assessment carried out for work at heights. Fall Protection Plan drawn up/updated</p> <p>6. Competent person appointed to plan & supervise Roof work.</p> <ul style="list-style-type: none"> • Proof of appointees competence available on Site • Risk Assessment carried out • Roof work inspect before each shift. Inspection register kept • Employees medically examined for physical & psychological fitness. Written proof on site <p>7. Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding • Written Proof of Competence of above appointees available on Site 	

	<p>8. Competent person appointed in writing to inspect Aerial Platforms, Cranes, Lifting Machines & Equipment.</p> <ul style="list-style-type: none"> • Written Proof of Competence of above appointee available on Site. <p>9. Competent person appointed in writing to inspect/test the Electrical installation and equipment.</p> <ul style="list-style-type: none"> • Written Proof of Competence of above appointee available on Site. • Inspections: Electrical Installation & equipment inspected after installation, after alterations. • Registers kept <p>*Portable electric tools and -lights and extension leads identified/numbered.</p> <p>10. First Aid freely available</p> <ul style="list-style-type: none"> • List of First Aiders and Certificates <p>11. PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaken by Employee to use/wear PSE</p> <p>12. Competent person appointed in writing to inspect Ladders</p> <p>Ladders inspected at arrival on site and monthly thereafter. Inspections register kept</p> <p>1. All new employees receive OH&S Induction Training.</p> <ul style="list-style-type: none"> • Training includes Task Safety Instructions. • Employees acknowledge receipt of training. • Follow-up to ensure employees understand/adhere to instructions. <p>1. Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. "Visitors to report to Office"</p> <p>2. Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs</p> <p>1. Need for PPE identified and prescribed in writing.</p> <p>2. All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)</p> <p>3. All persons on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work.</p> <p>4. <u>Eye and Face Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following:</p> <ul style="list-style-type: none"> * Angle Grinders * Electric Drills (Overhead work into concrete / cement / bricks * Hammers & Chisels * Cutting / Welding Torches * Arc / Open Welding Equipment <p>5. <u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following:</p> <ul style="list-style-type: none"> * Jack / Kango Hammers
2. Education and Training	
3. Public Safety, Security Measures & Emergency Preparedness	
4. Personal Protective Equipment	

	<p>6. <u>Protective Gloves worn by employees handling / using:</u></p> <ul style="list-style-type: none"> * Cable jointing * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc. <p>7. All jobs requiring protective clothing (Overalls, Rain Wear, and Welding Aprons etc.) Identified and clothing worn.</p> <p>8. All PPE maintained in good condition. (Regular checks).</p> <p>9. Workers instructed in the proper use & maintenance of PPE.</p> <p>10. Record of PPE issued kept on file.</p>	
5. Housekeeping	<p>1. All items of Scrap / Unusable Off cuts Rubble and redundant material removed from working areas on a regular basis. (Daily). Scrap / Waste removal from heights by chute / hoist / crane. Nothing thrown / swept over sides). Scrap disposed of in designated containers / areas. Removal from site/yard on a regular basis.</p>	
6. Working at Heights (including roof work)	<p>1. Roof work discontinued when bad/hazardous weather</p> <ul style="list-style-type: none"> • Fall protection measures (including warning notices) when working close to edges or on fragile roofing material • Covers over openings in roof of robust construction/secured against displacement 	
7. Scaffolding / Formwork / Support work	<p>1. Wheels / swivels in good condition Brakes working and applied. Height to base ratio correct. Outriggers used where necessary</p> <p>Complying with OH&S Act/SAS 935</p>	
8. Ladders	<p>1. Stepladders - hinges/stays/braces/stiles in order. Keep record of inspections</p> <p>2. Extension ladder ropes/rungs/stiles/safety latch/look in order.</p> <p>3. Extension / Straight ladders secured or tied at the bottom / top.</p> <ul style="list-style-type: none"> • No joined ladders used • E 7/1 to be adhered to when carrying ladders and long materials under rail 	
9. Electricity	<p>1. Lock-out procedure in operation</p>	
10. Emergency/Fire Prevention & Protection	<p>1. Fire Risks Identified and on record</p>	
11. Excavations	<p>N/A</p>	
12. Tools	<p>1. Hammers:</p> <ul style="list-style-type: none"> * Good quality handles, no pipe or reinforcing steel handles. * Handles free from cracks and splinters <p>Handles fit securely</p> <p>Chisels:</p> <ul style="list-style-type: none"> * No mushroomed heads / heads chamfered * Not hardened * Cutting edge sharp and square • General tools for job required to be done to be checked and checklist attached for inspections 	

	2. Test equipment to be certified and competent person to operate.	
13. Transport & Materials Handling	1. All material transported on roof of vehicle to be tied down with tension belts or approved means of – ropes and brackets designed for	
14. Site Plant & Machinery	1. Welder Trained. Only authorised / trained persons use welder. Adequately earthed. Electrode holder in good condition/safe Cables, clamps & lugs/connectors in good condition. Area in which welding machine is used is dry/protected from wet. Welder using correct PPE - eye/ face/foot/body/respirator. Screens & warning signs placed	
15. Plant & Storage Yards/Site Workshops Specifics	1. Adequate lighting in places where work is being executed e.g. stairwells and basements. <ul style="list-style-type: none"> • Light fittings placed / installed causing no irritating/blinding glare. • Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel / motors running and in confined spaces / basements. • Tasks identified where noise exceeds 85 dBa. All reasonable steps taken to reduce noise levels at the source. • Hearing protection used where noise levels could not be reduced to below 85 dBa. • Measures in place to prevent heat exhaustion in heat stress problem areas 4) 	
16. Workplace Environment, Health & Hygiene	1. As per OH&S Compliance and regulations for workplaces	

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Comments: _____

Contractor Responsible Person

Name: _____

Signature _____

Date _____

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PROJECT NAME	ALTERNATIVES TO PROVIDE FACILITIES FOR LADIES, BEAUFORT WEST (ASSET NO.02BG097C)	
PROJECT NUMBER	BLE/53430	
PROJECT LOCATION	BEAUFORT WEST	
PROJECT SCOPE	The project is about the alterations to provide facilities for ladies	
PROJECT DURATION	6 weeks	
COMPILED BY		
APPROVED BY		
RESPONSIBLE SEGMENT		
CONTRACT SPECIALIST		

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31. Health, Safety and Environmental Stats
32. Copy of the OHSACT Act (85 of 1993) with Regulations and Other Statutory Legislations
33. Welfare Facilities
34. Hygiene
35. Health, Safety and Environmental File Contents
36. Environmental Plan
37. Waste Management
38. Handling of Waste on Site
39. Other Records
40. Additional requirements

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1. Purpose

The purposes of this Health, Safety and Environmental Specification is to outline the Health, Safety and Environmental requirements pertaining to Rehabilitation and Construction projects. Also to ensure:

- Compliance with the requirements of Construction Regulations and HSE Legislation as well as Transnet Freight Rail.
- HSE requirements are budgeted for.
- Continuous improvement of HSE.

2. Scope

This specification applies to all Rehabilitation and Construction contractors and vendors.

3. Abbreviations

HSEP – Health, Safety and Environmental Plan

RC – Rehabilitation and Construction

RN – Rail Network

SOP – Standard Operating Procedure

TFR – Transnet Freight Rail

COID – Compensation for Occupational Injuries and Diseases

EMP – Environmental Management Plan

DOL – Department of Labour

HCS – Hazardous Chemical Substances

MSDS – Material Safety Data Sheet

OHS – Occupational Health and Safety

PPE – Personal Protective Equipment

HSE – Health, Safety and Environment

KZN – KwaZulu Natal

4. Definitions

Contractors, vendors and any other person is advised to consult the Construction Regulations, OHS Act, Act 85 of 1993 and Environmental Management Act regarding the clarification of certain words used in this specification.

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5. Policies

The contractor shall develop and implement health, safety and environmental policies regarding protection of the employees and environment.

6. HSE Budget

The contractor shall make provision for the cost of HSE measures in order to ensure safe execution of construction work.

7. Health, Safety and Environmental Plan (HSEP)

The Contractor shall develop and implement a health, safety and environmental plan in accordance with this health, safety and environmental specification. The health, safety and environmental plan must provide a systematic method of managing hazards according to the risk priority, and must include all mobilization and site set-up activities. The HSEP must be in writing and project specific.

The HSEP shall be accepted by the Regional RC safety department i.e. Gauteng, KZN and Cape prior to mobilization to the construction site.

Any proposed amendments or revisions to the approved HSEP shall be submitted to RC for consideration and acceptance.

8. Legal and Other Appointments

The contractor shall appoint in writing all employees as per project requirements. The duties of appointed employees shall be clearly stated in the appointment letter.

9. Project Organogram

The appointed contractor shall draw up an organogram detailing all the key role players and their contact details for the construction project.

10. Training and Competency

The Contractor shall ensure that all employees working in the construction site are adequately trained and competent in the type of work to be performed. The contractor shall provide valid documentation (e.g. certificate, licence etc.) to verify that employees are competent and have appropriate qualifications, job skills and training as required by applicable legislation.

Proof of the following minimum health and safety training is required before construction work commences:

- Management and Supervisory Appointees

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- IRCON
- Legal Liability
- HIRA (Hazard Identification and Risk Assessment)
- Incident Investigation
- Safety Officer
 - SAMTRAC
 - Incident Investigation/Root Cause Analysis Technique
 - IRCON
 - HIRA
 - National Diploma in Safety Management or other relevant national diploma (if possible)
- SHE Representative
 - SHE representative course 3/5 days
 - Level 1 incident Investigation
- First Aider
 - First Aid Level 1
- Employees
 - Basic health and safety training

The contractor's employees shall, where required by legislation be in position of relevant certificates or permits where operation being performed requires such certification, for example welder, crane operator, erectors, flagmen etc. The contractor shall develop a training matrix and implement it accordingly.

8.1 Induction Training

• Project Induction

The contractor shall ensure that all employees undergo RC induction prior to commencement of construction work. This RC induction training shall be conducted by Line Representative to ensure that contractor's employees are aware of and conversant with the requirements of this HSE Specification, Site Rules, Environmental Requirements and other requirements. The contractor shall ensure that all employees present a certificate of fitness to the trainer or safety officer prior to induction training. Failure to present a certificate of fitness will result to an employee not being allowed to partake in the induction training. The contractor shall keep records of all inducted employees.

• Site specific induction

The contractor shall ensure that all employees undergo site specific induction focusing on applicable legislative rules, site rules and requirements, existing hazards/risks and SOP's including emergency procedures etc. This induction training is the responsibility of the

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contractor. Whenever there is change in a scope of work or major incident or new method of doing work, employees must be re-inducted.

- **Visitors induction**

The contractor shall ensure visitors undergo site induction training prior to being allowed access to construction site. The contractor shall make proof of induction training available in the form of attendance register and/or induction badge.

- **Refresher induction**

The contractor shall ensure that all employees undergo refresher induction training after an absence of seven (7) consecutive days from the project site.

11. Letter of Good Standing & Tax Clearance

Prior to commencement of Construction work, a contractor shall submit valid Letter of Good Standing issued by the Compensation Fund or any other licensed insurer. On expiry of the said letter, the contractor shall resubmit the updated/ valid one for the duration of the construction project. No construction work shall be done without a valid letter of good standing.

A copy of valid Tax Certificate shall be submitted together with the Letter of Good Standing.

12. Notification of Construction Work to Dept. of Labour

A contractor shall notify the Provincial Director of the Department of Labour in writing before carrying out any construction work within 7 days. The contractor shall ensure that a copy of notification is kept safe on site for inspection by Department of Labour inspector or TFR representative.

13. Client Health, Safety and Environmental Specification

A principal contractor or contractor shall provide Client's HSE Specification to other contractors working for the principal contractor or contractor. The HSE Specification shall be kept in the contractor's safety file for reference. Before a contractor can appoint another contractor, the appointing contractor shall furnish R&C Regional Safety Office with the HSE File of the contractor to be appointed for approval.

14. Mandatory Agreement (37.2)

R & C Project Manager and the appointed Contractor Representative shall sign the 37(2) agreement prior to commencement of construction work. The agreement will confirm that the appointed person of any company shall remain responsible and accountable for his own employees, including any labour hire employees.

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15. Site Access Certificate

R & C Project Manager shall issue site access certificate prior to commencement of construction work to all appointed contractors after the approval of the HSE File.

16. Site Establishment

Site establishment shall commence as soon as the Site Access certificate has been granted. In addition, the appointed contractor shall develop a traffic plan for the site to ensure the safe movement of pedestrians, vehicles and all construction mobile plant.

This traffic plan shall be reviewed when necessary. Contractors shall ensure that established sites are adequately secured to protect material, plant, equipment and people.

17. Medical Certificate Of Fitness

Prior to commencement of work, the contractor shall demonstrate or confirm in writing that his/her employees have been declared medically fit by the Registered Occupational Health Practitioner. A contractor shall conduct periodic risk based medical examinations as prescribed by the Occupational Health and Safety (OHS) Legislation. For projects longer than 12 months, the contractor shall ensure that employees undergo medical examinations at least once a year. Records of such must be kept in safe place and made available on request.

18. Health, Safety and Environmental Meeting

The Contractor shall conduct monthly project safety meetings with his employees to address HSE related issues and promote safe practices. Records of such meetings including the attendance registers shall be made available to employees and for inspections or audits purposes.

19. Risk Management

19.1 Hazard Identification and Risk Assessment (HIRA)

The contractor shall conduct an initial Hazard Identification and Risk Assessment prior to commencement of construction work. Thereafter the contractor shall review the HIRA when there is an incident/accident and/or changes in the scope of work, plant, machinery, equipment, etc.

The contractor shall implement identified control measures to ensure that the risk(s) is/are kept as low as reasonably practicable. A contractor shall appoint a competent risk assessor to facilitate the HIRA process. This HIRA shall be signed and approved by contractor's management.

The approved HIRA shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

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19.2 Safe Work Procedures (SWPs) and Other Procedures

The contractor shall develop and implement safe work and other procedures, to ensure that the construction activities are carried out in a safe manner and without risk to the health and safety of employees and the environment. These procedures shall be signed and approved by the contractor's management.

The approved procedures shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

19.3 Planned Task Observations (PTOs)

The contractor shall identify critical tasks/activities and develop a schedule for task observations. The Contractor shall then conduct PTOs as per the task schedule. When sub-standard practices are identified they shall be discussed with the employee concerned and rectified immediately.

The PTOs shall be conducted by the following persons:

- Manager at least once a month
- Supervisor at least four a month, and
- Other

The records shall be kept on site for inspections and audits purposes.

19.4 Method Statements

The contractor shall compile method statements detailing the key activities to be performed in order to reduce as reasonable practicable the hazards identified in their risk assessment.

The method statement shall be signed and approved by the contractor's management.

The approved method statement shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

19.5 Daily Safety Task Instructions (DSTI)

R & C shall provide contractors with the DSTI template for implementation.

The contractor shall conduct DSTI on a daily basis before work commences and/or when the scope of work changes.

The contractor shall complete the DSTI regarding tasks for the shift, specific hazards and specific precautions and also refer to and discuss the precautions and controls of the relevant Risk Assessments with his/her team. The Supervisor and his team shall then sign the DSTI acknowledging communication thereof.

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19.6 Daily Safety Toolbox Talks

The contractor shall conduct a toolbox talk daily. One topic shall be discussed per week based on the risks associated with the construction projects or on the requirements of Transnet. The contractor shall develop a one page toolbox talk that will be discussed on construction site.

The records of communication shall be kept on site for inspections and audits purposes. It should be short (5 – 10 minutes) and to the point with a specific safety message.

20. Incident Management

20.1 Incident Reporting

The contractor shall report any work related incidents including "near misses" that have occurred on a construction site. The incident shall be reported immediately to R&C Management including HSE Department using the following mechanisms:

- verbally
- telephonically or
- via sms

Thereafter, the contractor shall submit a detailed incident notification to R&C Representative who will in turn complete a flash report within 24 hours of the occurrence.

20.2 Incident Investigation

The contractor shall investigate an incident in conjunction with R&C Representative(s) within seven (7) days of the occurrence. A detailed investigation report shall be submitted to R&C Representatives with seven (7) days of the occurrence.

20.3 Incident Record Keeping

The contractor shall keep all incident records as stipulated in the OHS and Environmental Legislation.

20.4 Incident Close Out

The contractor shall ensure that incident recommendations are implemented and closed out. The proof of incident close out shall be submitted to R&C Representative for capturing.

21. Project Health, Safety and Environmental (HSE) Inspection Records

The contractor shall conduct monthly HSE inspections to ensure compliance with R & C requirements and records of such inspections shall be kept on site for scrutiny by either R & C HSE department or Department Of Labour Inspectors.

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22. First Aid Services

The Contractor shall ensure that he/she implements and complies with OH&S Act - General Safety Regulation 3. The Contractor shall provide a person qualified to give First Aid attention on the Site at all times. The competency certificate must be valid for three (3) years and provided by an accredited service provider. The Contractor shall provide and maintain First Aid equipment on site. The equipment is up to standard as prescribed by the Statutory Regulations.

- **First Aid Boxes**

The contractor shall provide first boxes/kits with contents as per minimum legal requirements. Boxes shall be provided in all working areas and kept locked. Records of such are to be kept in an appropriate register of all treatment done.

- **Smoking**

The contractor shall not permit smoking on site except within designated smoking areas selected in accordance with applicable Laws, Rules, Regulations, and Policies.

- **Sun Protection**

The contractor shall ensure that all employees are protected in sunlight by the use of long sleeve shirts, long trousers, sun brims on safety helmets, UV factored sunscreen and shade structures.

The contractor shall conduct Training and Awareness Sessions with his/her employees, advising on the risks of working in the heat and dehydration and the precautions to be taken including an acceptable fluid intake depending on conditions. The contractor shall ensure that adequate water is made available to his/her employees.

23. Project Health, Safety and Environmental Audits

The HSE Department will conduct internal HSE audits to ensure compliance with R & C requirements. The audit schedule will be determined by the HSE department and will be communicated to the contractor. Contractor's line management shall form part of the HSE audits conducted by R & C HSE department. Findings of the audit will be communicated to the contractor after the audit has taken place on site. Thereafter a detailed report will be forwarded to the contractor within seven (7) days of post audit.

24. Contingency/Emergency Plan, Procedure & Contact Numbers

The contractor shall prepare an emergency procedure which will address any emergency situation that is likely to occur on a project site. The procedure must, in particular, emphasise the importance of the contractor's role in communicating the procedure to all of their site personnel and clearly define the steps and actions the person reporting the emergency is responsible for.

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The Emergency Preparedness Plan deals with the emergency situation as fast and efficiently as possible, to minimise loss of life, the protection of property and the maintenance of services necessary for the wellbeing of employees. The plan shall include valid local emergency contact numbers and must be easily accessible.

25. Mobile Plant and/or Construction Vehicles Inspection and Maintenance Records

The contractor shall ensure that all the construction vehicles and mobile plants are of an acceptable design and construction, maintained in a good working order, are on daily basis inspected prior to use, by competent person who has been appointed in writing and the findings of such are recorded in the register. Before the contractor's plant and machinery could be allowed on site, the R & C representative will conduct inspection on them and when compliant they will be given access to R & C sites.

26. Registers

The contractor shall ensure that the registers for example tool, plant, machinery, etc. are kept up to date on site for inspection and audit purposes.

27. Checklists

The contractor shall cause that monthly inspections are conducted and that all relevant checklists are used. These should be kept on site for inspection and audit purposes.

28. Substance Abuse Management

The contractor shall develop and implement substance abuse management policy. The policy shall include the frequency of testing and steps to address issues relating to substance abuse and work wellness. The testing of substance shall be conducted by competent person. The results of such tests shall be kept safe and made available during inspection and audits.

29. Material Safety Data Sheets(MSDS)

The contractor whom the scope of work requires him/her to make use of any chemicals, shall be in a possession of a relevant MSDS/s. The MSDS/s shall then be communicated to the employees and be kept on site as a record.

30. Health, Safety and Environmental Statistics

The contractor shall complete and submit consolidated HSE stats to R & C representative on the last day of every month.

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31. Copy of the OHSACT Act (85 of 1993) & Other Statutory Legislations

The contractor shall keep a copy of the Occupational Health and Safety Act 85 of 1993 with the regulations and any other statutory legislation on site at all times.

32. Welfare Facilities

The Contractor shall provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- At least one sanitary facility (Toilets) for each sex and for every 30 workers, changing facilities for each sex; and sheltered eating areas.

33. Hygiene

The Contractor shall ensure that its personnel maintain high standards of hygiene in connection with the performance of work. All work areas shall be maintained in a clean and tidy state and must promptly and appropriately dispose of all waste material.

34. Contractor Health, Safety & Environmental File Contents

The contractor shall prepare an HSE file and submit it to R & C representative for approval and the files shall contain but not limited to the following documentations:

- Notification of Construction
- Valid Letter of Good standing with the Compensation Commissioner
- Tax Clearance Certificate
- Policies
- All legal appointment letters
- List of Contractor's Employee,
- Site specific SHE Plan
- Hazard identification & Risks Assessments (Issue base)
- Method Statements
- SHE Induction Training
- Certificates of medical fitness
- Equipment maintenance and inspection
- PPE Issue control sheet
- Training Records
- Standard Operating Procedures (SOP's)
- Safe Working Procedures
- Daily Safety Talks

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- Project Audit Records
- Incident Management
- Contingency/ Emergency Plan, Procedure & Contact Numbers
- Project Registers/Forms
- Checklists
- RC HSE Specification
- Substance Abuse Management
- HSE Stats
- Material Safety Data Sheet (MSDS)
- Copy of the OHS Act & Regulations and Other Statutory Legislation
- Inspection records
- Project related procedures
- Planned Task Observations
- Environmental Management Plan
- Additional Task Controls and requirements

The contractor shall keep the file on site for inspection and audit purposes.

35. Environmental Management

The contractor shall ensure that his/her site complies with the requirements of the National Environmental Management Act (NEMA), 107 of 1998, (duty of care principles) and is committed to the care of the environment and therefore making an effort in implementing best practices in this regard. The contractor working or operating on R & C premises are therefore obliged to operate in an environmental friendly manner and put measures in place to prevent pollution and damage to the environment.

36. Waste Management

The contractor shall institute on-site waste management general duties and take all reasonable measures to:

- Dispose in a responsible manner according to waste manifesto and on approved waste disposal site. Record should be kept of waste disposed according to safe disposal certificates. These certificates should be kept by contractor and copies with R & C HSE Department. Daily waste disposal should be captured in site diary.
- Not endanger health/environment/cause nuisance-noise, odour or visual impact
- Prevent any employee/any person under supervision from contravening this Act
- Prevent the waste used for unauthorized purpose

The waste management program will address, but is not limited to, the following:

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- An inventory of expected wastes and their categories;
- Categories of waste;
- Plan of dealing with waste (Waste Management Plan)
- Compliance with local authority requirements;

37. Handling of Waste on Sites

The contractor shall have an Environmental Control Plan, which shall be approved by R & C representative. This control plan which must be kept on site at all times must include but not limited to the following:

- Dust control measures
- Noise Control (e.g. source of noise, levels and abatement measures)
- Water Management
- Waste Water/effluent Management
- Sewer treatment/disposal plan
- Waste Management Plan (Identify types of waste to be generated)
- Pollution control
- Spill response plan
- Rehabilitation and re-vegetation of site

38. Other Records

The contractor shall keep any other records required in terms of Occupational Health and Safety Act 85 of 1993 and Regulations to ensure safe execution of the construction project including good practices.

39. Additional requirements

TRANSNET LIMITED

(Registration no. 1990/000900/30)

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

1. General

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

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
 - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
 - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 **"competent person"** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **"contractor"** means principal contractor and **"subcontractor"** means contractor as defined by the Construction Regulations, 2003.
- 2.5 **"fall protection plan"** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan"** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.
- 3. Procedural Compliance**
- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the dismantling of fixed plant at a height greater than 3m,

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

- (a) includes excavation work deeper than 1m; or
- (b) includes working at a height greater than 3 metres above ground or a landing.

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

4. Special Permits

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

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure

compliance by him with the Act and Regulations and particularly in respect of: -

- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

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

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

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

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

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related

matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

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

6. Fall Protection Plan

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

ANNEXURE 1**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993****Regulation 3(1) of the Construction Regulations****NOTIFICATION OF CONSTRUCTION WORK**

-
-
- 1(a) Name and postal address of principal contractor: _____
- (b) Name and tel. no of principal contractor's contact person: _____
2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client: _____
- (b) Name and tel no of client's contact person or agent: _____
- 4.(a) Name and postal address of designer(s) for the project: _____
- (b) Name and tel. no of designer(s) contact person: _____
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1). _____
6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). _____
7. Exact physical address of the construction site or site office: _____
8. Nature of the construction work: _____

9. Expected commencement date: _____
10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site: _____

12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR
PRIOR TO COMMENCEMENT OF WORK ON SITE.

* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER
PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT
OF WORK.

ANNEXURE 2**(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :****SECTION/REGULATION:** _____**REQUIRED COMPETENCY:** _____

In terms of _____, I, _____
 representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____
 (physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

Date : _____

Signature :- _____

Designation :- _____

ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3**(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :****DECLARATION**

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

Signature :- _____

Date : _____

"PREVIEW COPY ONLY"

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

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

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

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

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

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

Signed : _____ Date : _____
TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

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

Name : _____ Designation : _____

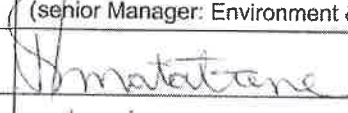
Signature : _____ Date : _____

RISK MANAGEMENT: ENVIRONMENT AND SUSTAINABILITY

NAME OF DOCUMENT:

TFR STANDARD ENVIRONMENTAL SPECIFICATIONS (SES)



Document number	EMS - WI – JHB - 001
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Approver Signature	
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EMS PROCEDURES MANUAL - EMS ELEMENT 4.4.6: OPERATIONAL CONTROL	DOCUMENT NR: EMS - WI - JHB - 001
DOCUMENT TITLE:	REVISION: 01-00
TFR STANDARD ENVIRONMENTAL SPECIFICATIONS (SES)	DATE: 2014/08/01
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SUMMARY REVISION CONTROL

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1. DEPARTMENT CODES

Description	Code
Corporate Safety Office	CSO
Environment and Sustainability	E&S
Enterprise Risk Management	ERM
Finance	FIN
Human Capital Management	HCM
Information and Communications Technology	ICTM
TFR Operations	OPS
School-of-Rail	SoR

2. MANAGEMENT SYSTEM CODES

Description	Code
Environmental Management System	EMS
Integrated Management System	IMS
Occupational Health and Safety Management System	OHSA
Quality Management System	QMS
Safety Management System	SMS

3. DOCUMENTATION TYPE CODES

Description	Code
Certificate	CR
Contract	CT
Form	FM
Guideline	GU
Learner Guide	LG
List	LI
Manual	ML
Memorandum	MM
Policy	P
Policy Manual	PM
Procedure	PR
Process	PS
Work Instruction	WI
Standard Operation Procedure	SOP

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4. PURPOSE

This standard describes the minimum environmental management standards to which TFR project managers, contractors and sub-contractors must conform to while undertaking construction work on construction site. It is a generic standard for use across all construction works within Transnet Freight Rail.

Construction works have the potential to adversely impact the environment. The purpose is to assess, rectify and manage the activities that have potential to cause environment degradation.

One of Transnet Freight Rail (hereinafter referred to as "TFR") environmental strategies is the establishment and maintenance of an Environmental Management System, aligned to the International Standard, ISO 14001. Linked to this is a commitment to the development and implementation of Environmental Management Plans (EMP) for TFR construction activities. The purpose therefore can be summarised as follows:

The main purpose of this standard is to foster environmental due diligence and sustainability into contractor's activities which can be achieved by:

Managing potential negative environmental impacts of activities,
Identifying management plans to mitigate these impacts,
Allocating responsibilities and resources to implement identified plans,
Monitoring the effectiveness of these measures

5. SCOPE AND APPLICABILITY

This standard applies to all contractors that perform construction, maintenance and renovations works on Transnet Freight Rail (TFR) properties.

6. LEGISLATIVE REQUIREMENTS

A numbers of environmental laws and regulations present TFR with an obligation to monitor, interpret and implement systems to comply with legal requirements.

The list of environmental legislation below was compiled to ensure that contractors working on TFR land properties are aware of legal responsibilities and liabilities. Complying with these laws and regulations will assist in minimising the risks, both legal and financial (claims).

Non-compliance to environmental law is a criminal offence and if prosecuted offenders will be liable for any environmental damage incurred. Moreover, TFR subscribes to polluter-pays and duty of care principles.

ASPECT	REFERENCE/LEGISLATION
Socio cultural issues & Environmental Management	<ul style="list-style-type: none"> Constitution of the republic of South Africa 108 of 1996 Occupational Health and Safety Act No. 85 of 1993
Environmental Authorizations – applicable to the project	National Environmental Management Act (Act 107 of 1998)
Dust Management	<ul style="list-style-type: none"> National Environmental Management Act – Air

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	Quality (Act 39 of 2004) <ul style="list-style-type: none"> Atmospheric Prevention Pollution Act No. 45 of 1965
Work close to protected areas	National Environmental Management Act – Protected Areas Act (Act 57 of 2003)
Work along coastline	National Environmental Management Act – Integrated coastal management Act (Act 24 of 2008)
Fire Hazards	National Veld and Forest Fires Act No. 101 of 1998
Applicable Minimum Standards	<ul style="list-style-type: none"> Standard Acts No. 29 of 1993 ISO 14001-2004 ISO 9001 – 2008 OHSAS 18001 – 2007 SANS 10103:2004
Site establishment and Access	<ul style="list-style-type: none"> Fencing Act No. 31 of 1963 <ul style="list-style-type: none"> ⇒ Prohibition of damage to a property owner's gate and fences ⇒ Climbing or crawling over or through fences without permission ⇒ Closing of gates. Conservation of Agricultural Resources Act No. 43 of 1983 <ul style="list-style-type: none"> ⇒ Soil conservation Atmospheric Pollution Prevention Act No. 45 of 1965 <ul style="list-style-type: none"> ⇒ Control all forms of air pollution – dust, vehicle fumes
Water Management	<ul style="list-style-type: none"> National Water Act No. 36 of 1998 <ul style="list-style-type: none"> ⇒ All aspects relating to pollution of surface and ground water. National Water Services Act No. 108 of 1997 <ul style="list-style-type: none"> ⇒ Permits required for use of water and disposal of water effluent.
Flora & Fauna	<ul style="list-style-type: none"> National Environmental Management Act – Biodiversity Act (Act 10 of 2004) Sea Shore Act No. 21 of 1995 National Forest Act No. 84 of 1998 <ul style="list-style-type: none"> ⇒ Control of veld, forest and mountain fires ⇒ The protection of biota and ecosystems ⇒ Protected trees ⇒ Fire control areas. Conservation of Agricultural Resources Act No. 43 of 1983 <ul style="list-style-type: none"> ⇒ Control of alien invasive

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	<ul style="list-style-type: none"> • Environment Conservation Act No. 73 of 1989 ⇒ Protected natural environment. • National Environmental Management Act No. 107 of 1998 ⇒ Duty of care & remediation of environmental damage.
Waste Management	<ul style="list-style-type: none"> • National Environmental Management Act – Waste Act (Act 59 of 2008) • Dumping at Sea Control Act No. 73 of 1980 • Marine Living Resources Act 18 of 1998 • National Water Act No. 36 of 1998 ⇒ All aspects relating to pollution of surface and ground water. • Advertising on Roads and Ribbon Development Act No. 21 of 1940 ⇒ Prohibition of depositing or leaving of certain articles or material near certain roads. ⇒ Waste near roads. • Environmental Conservation Act No. 73 of 1989 ⇒ Controls for the effective protection and utilisation of the environment ⇒ Littering, waste disposal, noise and various other activities which may have a detrimental effect on the environment. • Occupational Health and Safety Act No. 85 of 1993 ⇒ Exposure of workers to waste products. ⇒ Transportation and disposal of hazardous chemical substances. • Health Act No. 63 of 1977 ⇒ Control of health aspects of waste disposal and water treatment.
Spillages of Hazardous Substances	<ul style="list-style-type: none"> • Hazardous Substances Act No. 15 of 1973
Protection of heritage resources	<ul style="list-style-type: none"> • National Heritage Resources Act 25 of 1999 • Environmental Conservation Act No. 73 of 1989
	<ul style="list-style-type: none"> • Transnet Freight Rail Safety, Health and Environmental Policy
	<ul style="list-style-type: none"> • Transnet Freight Rail Construction Environmental Management Plan (CEMP)

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7. STANDARDS FOR ENVIRONMENTAL MANAGEMENT

The contractor shall identify the potential environmental impacts that may occur as a result of their activities and accordingly prepare method statement describing how each of the impacts will be managed or prevented so that the standards set out in this document are achieved.

7.1 SITE ESTABLISHMENT AND ACCESS

7.1.1. Objective

To ensure that environmental issues are taken into account during the establishment of site offices and all other facilities on site.

7.1.2. Scope

This standard applies to all activities relating to the planning, site establishment, operation and closure of the site.

7.1.3. Site plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and any other facilities on site in a manner that does not adversely affect the environment. However, before construction can commence, the contractor shall submit to the Construction Manager for his approval; plans of the exact location extend and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place to remedy any effects.

The plans shall detail the locality as well as the layout of all waste management facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas. It is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated in the plan. Such a site plan shall be submitted for Construction Manager's approval.

7.1.4. Provision of sanitary facilities

Particular reference in the site establishment plan shall be given to any need for handling of sewage to be generated at the site offices, staff accommodation and at all localities on the site, where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of the Environmental Manager.

Safe and effective sewage treatment will require one of the following sewage handling methods: Septic tanks and soak – away, dry-composting toilets such as “enviro loos”, or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage facility will depend on the location of the site and the surrounding land uses, the duration of the contract and proximity (availability) of providers of chemical toilets. The location shall be decided with input from Environmental Manager. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis.

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Toilet and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of open areas (i.e. the veld) shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from being blown. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such facilities in a clean, orderly and hygienic condition to the satisfaction of the construction manager.

7.1.5. Access

If private property has to be crossed in order to access the construction site, the landowner(s) should be approached to request access.

No fences or gates that provide access to the construction sites may be cut, lowered, removed or damaged in any way. Private gates should be left as they are found (open or closed). Any irregularities caused by the construction team concerning fences and gates (e.g. an open gate or lowered fence) should be investigated.

7.1.6 Water supply for human use

7.1.6.1. Objective

To ensure that there is adequate, safe water supply for all personnel on site.

7.1.6.2. Scope

Managing the water supply on site and controlling the abstraction of water from natural resources in the area.

7.1.6.3 Water Management

Oil, petrol, diesel, herbicides, cleaning solvents, etc. must not be allowed to contaminate any surface water, ground water and/or drainage systems. Storm water shall be managed to ensure that it does not become polluted. If the substation site is located close to a river, stream, dam, borehole, or the water table is high; contingency plans must be in place to minimise the impact of accidental oil or toxic spillages. All water contaminated by oil or toxic spills must be reported to the Department of Water Affairs and Forestry, via approved reporting procedures.

Storm water run-off must be efficiently managed and must not cause erosion or damage to surrounding property. Guidance on methods to improve drainage of the site erosion should be directed to TFR Infra for Civil Engineering inputs.

Drainage systems must be kept clean and clear of any debris at all times.

7.1.7 Collection of water from natural resources

No water for domestic use (drinking water, for bathing or washing) shall be abstracted from any water resource (stream, river, or dam) without the express permission of the TFR Project Manager. Such permission shall only be granted once it can be shown that the water is safe for use, that there is sufficient water in the resource to meet the demand, and once permission has obtained from the Department of Water Affairs in accordance with the requirements of the National Water Act (Act 36 of 1998).

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7.1.8 Provision of drinking water

Water for human consumption shall be available at the site offices and at other convenient locations on-site. The generally acceptable standard is that a supply of drinking water shall be available within 200m of any point on the construction site.

7.1.9 Provision of energy for camp site

7.1.9.1. Objective

To prevent illegal and unauthorized collection of firewood.

7.1.9.2. Scope

This is applicable to all activities that may require collection of firewood.

7.1.9.3. Collection of firewood

The contractor shall provide adequate facilities for all staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction heating and cooking purposes. No open fires shall be allowed.

7.2. WASTE MANAGEMENT.

7.2.1. Objective

To ensure that all waste generated during construction and commissioning of the facilities is properly disposed of.

7.2.2. Scope

This standard applies to all construction, commissioning and site activities that may lead to the generation of waste.

7.2.3. Approach

Waste is grouped into general or hazardous depending on its characteristics. The classification determines handling methods and the ultimate disposal of the material.

General waste to be expected during construction includes the following:

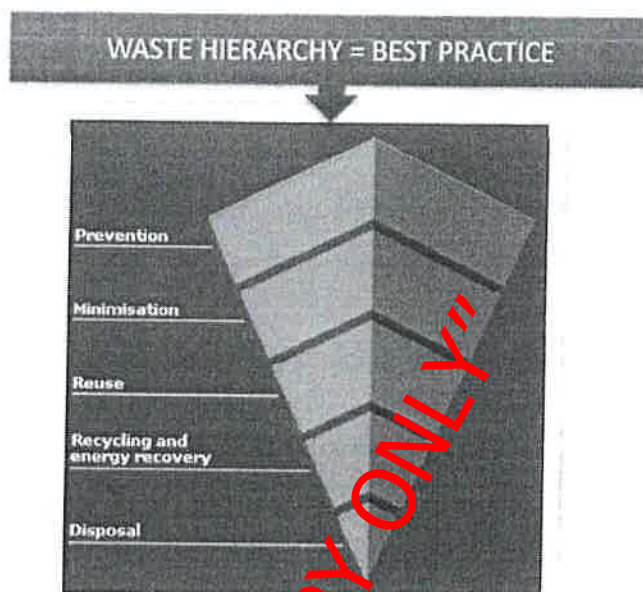
- Trash (waste paper, plastics, cardboard, etc.) and food waste from offices, warehouses and construction personnel.
- Uncontaminated construction debris such as used wood and scrap metal.
- Uncontaminated soil and non-hazardous rubble from excavation or demolition.

Hazardous waste means any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical characteristics, such as toxic, ignitable, corrosive, carcinogenic or other properties or toxicological characteristics of that waste, have a detrimental impact on health and the environment.

7.2.4. Waste Hierarchy

A hierarchical control approach to waste management is encouraged. Waste should preferably be managed in the following order:

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Prevent: waste avoidance and minimisation during production

Recycle: waste recycling, recovery and utilisation

Treat: waste treatment in order to reduce toxicity and to minimise the quantities of waste

Disposal: waste disposal, probably by incineration, destruction or landfill.

7.2.5. Waste management

Littering is prohibited at all times. The contractor is responsible for the removal of all waste from site generated through the contractor's activities. The construction works site should have a proper waste collection facility and a disposal system in place. Waste should only be disposed of at a registered facility – this refers to municipal dumps. The latest list of waste sites in the region is available from the Department of Water Affairs, Department of Environmental Affairs and www.sawic.org.za.

The classification of waste determines handling methods and ultimate disposal of the material. The contractor shall manage hazardous wastes that are anticipated to be generated by his operations as follows:

- Characterise the waste to determine it is general or hazardous
- Obtain and provide an acceptable container with label
- Place hazardous waste material in container
- Inspect the container on a regular basis as prescribed by the contractor's waste management plan
- Track the accumulation time for the waste
- Haul the full container to the disposal site
- Provide documentary evidence of proper disposal of the waste to TFR Environmental Management.

The contractor's Environmental Officer must work in conjunction with the contractor's Safety and Industrial Hygiene personnel to create a hazardous materials management program.

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This program will establish the necessary protocol for proper handling and removal of hazardous material on site.

Information on each hazardous substance must be available to all persons on site in the form of Material Safety Data Sheets (MSDS). Training and education about proper use of MSDS, handling, and disposal of the waste must be provided to all workers handling the waste. The contractor's environmental officer must be informed of all activities that involve the use of hazardous substances to facilitate prompt response in the event of a spill or release.

All hazardous waste must be suitably enclosed, labelled and stored. The storage area must be properly demarcated and cordoned-off as per legislation. General and hazardous waste must be stored in separate bins. Recycling and re-use is mandatory. Under no circumstances is waste, including cleared vegetation, is to be burnt at the construction work site.

The contractor is obliged to control waste generating activities of both Hazardous and non-Hazardous waste by:

- Eliminating waste generation or reducing the total volume,
- Reducing the degree of contamination of waste generated,
- Reclaiming materials otherwise considered waste.

The contractor shall recycle general waste that is anticipated to be generated by its operations as follows:

- Obtain and label recycling containers for:
 - Office waste
 - Aluminium
 - Steel
 - Glass
 - Ferrous metals
 - Non Ferrous metals
 - Waste timber
 - And locate them within temporary office building and trailers
- Establish recycled material collection schedule
- Arrange for full bins to be hauled away

7.2.6. Effluent management

All effluent water from the camp/office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water courses (streams, rivers, pans dams etc.). Only domestic type waste water shall be allowed to enter the designated system. Any release of contaminated waste water shall be in accordance with applicable water release standards and permits.

7.3. VEHICLE & EQUIPMENT REFUELLING

7.3.1. Objective

To eliminate or control fuel and oil spillage at refuelling facilities

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7.3.2. Scope

This standard applies to all refuelling, lubrication and oil changing requirements on all vehicles and machinery.

7.3.3. Refuelling

The use of engine driven compressors, pumps, air conditioners and arc welders could generate leaks (usually oil) that can accumulate to become spills, which require clean-up. These leaks become more evident if the equipment remains in the same place for an extended period of time. Damaged fuel tanks, fuel hoses, and fuel pumps can be sources of significant fuel leaks. Hydraulic systems can blow gaskets or hoses resulting in large quantities of hydraulic fluid spilled to the ground.

7.3.3.1. Control

No vehicles or machines shall be serviced or refuelled on site except at designated servicing or refuelling locations. No oil or lubricant changes shall be made except at designate locations, unless in case of breakdown or emergency repair. As part of the method statement, the contractor shall submit to TFR, a standard operating procedure for fuelling.

The contractor shall store fuel and oil at a designated area, which shall be banded to contain 110% of the total volume, the bund wall shall be designed or constructed with an impervious layer or liner or paved surface to prevent spillage from entering the ground.

As part of the method statement, the contractor shall provide details of its proposed fuel storage and fuelling facility to the TFR Environmental Officer for approval. The design shall comply with the regulations of the National Water Act No. 36 of 1998. The Hazardous Substances Act No. 15 of 1973, the Environmental Conservation Act No. 73 of 1989 and the Occupational Health and Safety Act No. 85 of 1993, with special reference to the requirements of the Hazardous Chemical Substances Regulations.

7.3.3.2. Spill Response

The contractor shall comply with the regulations of the National Water Act No. 36 of 1998, the Hazardous Substances Act No. 15 of 1973, the Environmental Conservation Act No. 73 of 1989 and the Occupational Health and safety Act No. 85 of 1993, when responding to spillage incidences.

The contractor shall provide details for approval by the TFR Environment, Fire and Hazmat Manager of its spill response plan prior to commencing work on site. The plan will show measures to be taken to remove contaminated soils from site and demonstrate complete removal of contamination in the event of spills.

The contractor shall instruct own personnel on the following spill prevention and containment responsibilities:

- Immediately repair all leaks of hydrocarbons or chemicals,
- Take all reasonable means to prevent spills or leaks,
- Do not allow sumps receiving oil or oily water to overflow,
- Prevent storm water runoff from contamination by leaking or spilled drums of oil or chemicals,
- Do not discharge oil or contaminants into storm water or sewer systems.

If the spill occurs on land, the contractor must:

- Immediately stop or reduce the spill,

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- Contain the spill,
- Recover the spilled product,
- Remediate the site,
- Implement actions necessary to prevent the spill from contaminating groundwater or off-site surface water,
- Dispose of contaminated material to a location designated thereto and submit disposal certificate to TFR Environment, Fire and Hazmat Manager.

Any spill to water has the potential to disperse quickly; therefore, the spill must be contained immediately using appropriate containment equipment.

If a spill to water occurs, the contractor must:

- Take immediate action to stop or reduce the spill and contain it,
- Complete section 30 Report and Notify the appropriate on-site authorities,
- Implement actions necessary to prevent the spread of the contamination by deploying booms and/or absorbent material,
- Recovery of the spilled product,
- Proper disposal of spilled material.

7.4. SPRAY PAINTING & SAND BLASTING

7.4.1. Objective

To ensure that all the spray painting and sand blasting on site is conducted in a controlled manner where appropriate measures are taken to prevent paint contamination of the soil and to ensure that sandblasting grit/media is properly contained and disposed of.

7.4.2. Scope

Applicable to all spray painting and sandblasting on site.

7.4.3. Spray Painting and Sand Blasting

Spray painting and sand blasting should be kept to a minimum. All painting should, as far as practicable, be done before equipment and material is brought on site. Touch-up painting is to be done by hand painting or by an approved procedure. This should form part of the method statement to be submitted to the TFR Environmental Manager for approval.

The relevant contractor will inform his Environmental Officer of when and where the spray painting or sand blasting is to be carried out prior to commencement of work. The Environmental Officer will monitor these activities to ensure that adequate measures are taken to prevent contamination of the soil.

NB: if the area is in confined or high (elevated) areas, a protection plan must be issued for approval.

7.5. DUST MANAGEMENT

4.5.1. Objective

To prevent/control the generation of dust on the construction site and access roads.

4.5.2. Scope

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Contractors (associated with activities such as earthworks, geotechnical surveys, pilling storm water drainage, construction of roads and railways, foundations, brick building, operation workshops, fencing, erecting construction camps and batch plant activities, etc.) shall submit a dust control plan for approval by the TFR Environmental Manager.

7.5.3. Management of Dust

Material in transit should be loaded and contained within the load bin of the vehicle in such a way as to prevent any spillage onto the roads and the creation of dust clouds. If necessary, the load bin of the vehicle shall be covered with a tarpaulin to prevent dust.

Dust is to be controlled on unpaved access roads and site roads using sprayed water contractors are responsible for managing dust generated as a result of their activities. The contractor will be responsible for dust control of the entire construction area.

Some dust control measures which are normally applied during construction are presented in this section for inclusion by the contractor in his dust control method statement.

The dust mitigating procedures include the following:

- Limit vehicle speeds on unpaved roads to 20km/h
- Wash paved surfaces within the construction area twice a week
- Minimise haulage distances
- Apply water to gravel roads with a spraying truck when required
- Environmentally friendly soil stabilisers may be used as additional measures to control dust on gravel roads and construction areas
- Construction material being transported by trucks must be suitably moistened or covered to prevent dust generation.
- Strip and store topsoil in separate stockpiles with mounds not exceeding 2meters in height to, among other things, prevent wind-blown dust.
- Minimise disturbances of natural vegetation during right of way construction (e.g. erection of fences) to reduce potential erosion, runoff and air-borne dust.
- Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training)

Water for dust control shall be taken ONLY from approved sources.

7.6. STORM WATER & DEWATERING MANAGEMENT

7.6.1. Objective

To ensure that storm water and dewatering drainage across the site occurs in a manner that will negate contamination by oils, fuels, litter and other waste to prevent erosion of the construction terrace.

7.6.2. Scope

All runoff and dewatering activities.

7.6.3. Storm Water and dewatering management

Water is a valuable resource. Both the quality and quantity of the water used by the contractor should be considered in making resource conservation plans.

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Construction activities that may potentially impact on surface water and groundwater are: runoff and percolation; dewatering activities; and miscellaneous liquid wastes associated with construction activities.

In general, construction activities may affect water quality and/or quantity of groundwater and/or surface water of the area.

The contractor shall be aware that, apart from runoff from overburden emplacements and stockpiles, storm water can also be contaminated from batch plants, workshops, vehicle wash-down pads, etc., and that contaminants during construction may include hydrocarbons from fuels and lubricants, sewerage from employee ablutions and excess fertilizer and rehabilitated areas, etc.

The contractor shall take note that discharges to controlled waters such as sea, rivers, and groundwater or to sewerage systems are controlled under South African water Legislation.

7.6.3.1 Surface runoff

Construction activities such as surface grading and excavation will disturb surface areas on site. This will increase the potential for soil erosion and subsequent sediment transport during periods of precipitation runoff or when excavation dewatering is required. Construction activities have a potential to change local surface drainage and sediment transport patterns, site floodplain delineation, and percolation rates into soil.

7.6.3.2 Dewatering

Dewatering during groundwork produces a surface water discharge that will require collection and sedimentation. Dewatering also has a potential to affect groundwater quality and quantity.

7.6.3.3 Management Requirements

Temporary drainage must be established on site during construction period until permanent drainage is in place. Contractors are responsible for maintaining the temporary drainage in their areas. Contractors must provide secondary drainage that prevents erosion.

Contractors must employ good housekeeping in their areas to prevent contamination of drainage water.

The contractor shall clear stagnant water.

Specific water management measures (surface and groundwater) for incorporation by Civil/Earthworks contractors into their EMP's include the following:

The Contractor shall ensure that no contaminated surface water shall flow off-site as a result of Contractor operations. Silt traps shall be constructed to ensure retention of silt on site and cut-off ditches shall be constructed to ensure runoff from the site except at point where silt traps are provided.

If applicable, the Contractor shall be responsible for collection, management and containment within the site boundaries of all the dewatering from all general site preparation activities. The dewatering water shall be contained within the site boundaries by subsequently pumping or routing water to and from sub-areas within the site as the

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construction activities precede. No discharge/dewatering to off-site land or surface water bodies will be allowed.

On-site drainage shall be accomplished through gravity flow. The surface drainage system shall consist of mild overland slopes, ditches and culverts. The graded areas adjacent to buildings shall be sloped away with a 5% slope. Other areas shall have a minimum slope of 0.2% or otherwise indicated.

Ditches shall be designed to carry a 25-year storm event with velocities in accordance to minimise erosion. Erosion protection shall consist of suitable stabilising surfaces in all ditches.

Culverts shall be designed to ensure passage of the 25-year storm peak runoff flow.

Both structural and non-structural (vegetation) erosion control measures will be designed, Implemented, and properly maintained in accordance with best management practices which will include the following:

Scheduling of activities to minimise the amount of disturbed areas at any one time.

Implementation of re-vegetation as early as feasible.

Limiting construction traffic and/or avoidance thereof on access roads and areas to be graded to the extend feasible at drainage ditches.

Compacting loose soil as soon as possible after excavation, grading and filling.

Using silt fences, geo-textiles, temporary rip-rap, soil stabilisation with gravel, diversionary beams and swales, small sedimentation basins, and gravelled roads to minimise transport of sediment.

Implementing the erosion and sedimentation control plan and ensuring that the construction personnel are familiar with and adhere to.

Managing runoff during construction

The contractor shall be responsible for checking and maintaining all erosion and sedimentation control.

7.7. NOISE MANAGEMENT

7.7.1. Objective

To maintain construction noise at the site within legal limits

7.7.2. Scope

Any noise generated at the construction site.

7.7.3. Noise Management

Keep all equipment in good working order.

Operate equipment within specifications and capacity and don't overload the machines.

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Apply regular maintenance, particularly with regards to lubrication

Operate equipment with appropriate noise abatement accessories, such as sound hoods and ear plugs.

Noise control measures for incorporation by the contractor in its noise control plan shall include the following:

Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, *SANS 10103:2004*, so that it will not produce excessive and undesirable noise when released.

The entire Contractor's equipment shall be fitted with effective exhaust silencers and shall comply with the South African Bureau of Standards recommended code of practice, *SANS 10103:2004*, for construction plant noise generation.

All the Contractor's vehicles shall be fitted with effective exhaust silencers and shall comply with the Road Traffic Act, (Act 29 of 1989) when any such vehicle is operated on a public road.

If on-site noise control is not effective, protect the victims of noise (e.g. ear-plugs) by ensuring that all noise-related occupational health provisions are met. (Occupational Health and Safety Act, (Act 85 of 1993))

7.8. PROTECTION OF HERITAGE RESOURCES

7.8.1. Objective

To ensure the protection of archaeological, historical artefacts, or heritage resources discovered during construction activities.

7.8.2. Scope

Archaeological, Historical Artefacts, or Heritage resources discovered on or near the site.

7.8.3. Archaeological sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the engineer of such a discovery. The South African Heritage Resources Agency (SAHRA) is to be contacted and will appoint an archaeological Consultant. Work may only resume once clearance given in writing by the Archaeologist.

7.8.4 Graves and Middens

If a grave or midden is uncovered on site, or discovered before commencement of work, all work in the immediate vicinity of the graves/middens shall be stopped and the engineer be informed of the discovery. The National Monuments council should be contacted and in the cases of graves, arrangements made for an undertaker to carry out an exhumation and reburial. The undertaker will, together with the National Monuments Council, be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred.

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7.9. PROTECTION OF LIVESTOCK & GAME

7.9.1. Objective

To prevent illegal activities potentially perpetrated by staff and to prevent the killing of any animals trapped in the construction works or discovered on the construction site or surroundings.

7.9.2. Scope

Managing the activities of site staff during work and after hours.

7.9.3. Poaching of Livestock or Game

On no account shall any hunting or fishing activity of any kind be allowed. This includes setting of traps, or the killing of any animal caught in the construction works.

7.9.4 Killing of animals

On no account shall any animal, reptile or bird of any sort be killed, this specifically includes snakes or other creatures considered potentially dangerous discovered on site. If such an animal is discovered on site an appropriately skilled person should be summoned to remove the creature from the site. Consideration should be given to selection and nomination of such person prior to site establishment. If no-one is available, training should be provided to at least two site staff members.

7.10. FIRE PREVENTION

7.10.1. Objective

To minimise the risk of uncontrolled fires.

7.10.2. Scope

All activities on or near the site that could initiate an uncontrolled fire.

7.10.3. Fire Control

Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites. All conditions incorporated in the requirements of the Occupational Health and Safety Act shall be implemented.

7.11. SPILLAGE OF HAZARDOUS SUBSTANCES

7.11.1. Hazardous Spillages Reporting & Records Keeping

In the event of a spillage, the incident will be reported (according to the TFR Occurrence Procedure: IMS PR 014). The investigation report should be copied to the Environmental Manager for record keeping.

Mobile oil clean-up kits must be available for accidental spills. The mobile kit should be available on any vehicle transporting oil containing materials.

In the event of an oil spill, the first priority is to contain the spill. The emergency programme for oil spills, as developed during the Method statement must then be followed. It is preferred that spillages and contaminated areas are treated on site. However, circumstances may necessitate the removal of contaminated soil for treatment – this area must be clearly demarcated and cordoned off.

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Bund walls should be secure from leaks and damage. Oil traps must be pumped out regularly and remain free of debris. Oil taps should be securely closed unless it is necessary for water to be drained from the bund area.

7.12. HANDLING & BATCHING OF CONCRETE AND CEMENT

7.12.1. Objective

To control cement and concrete batching activities so as to prevent the spillage of cement waste water and potential contamination of soil, groundwater and marine environment (where applicable). To avoid or substantially reduce dust emissions caused by cement and concrete activities on site ensure that no noise nuisance results from batching activities.

7.12.2. Scope

Cement and concrete batching activities commonly produce cement-laden (contaminated) runoff, mainly from washing of mixing equipment. The contaminated runoff is alkaline and contains high levels of chromium, which causes leachate that may ultimately contaminate groundwater. Cement contaminated water can also increase the pH level of marine waters and cause detrimental damage to aquatic life.

Fine dust particles containing cement and concrete are pollutants and can cause damage to neighbouring amenities when allowed to spread. Excessive noise during batching may cause stress to employees on site and other people within the construction vicinity.

This standard applies to all cement and concrete batching activities, delivery of ready mix concrete and small scale mechanical & hand mixing of concrete and cement, as well as the washing of equipment used in these activities on construction sites managed by TFR.

7.12.3. Handling and batching of concrete and cement

7.12.3.1. Siting

Concrete batching shall only be conducted in demarcated areas which have been approved by the TFR Project Manager. Such areas shall be fitted with a containment facility for the collection of cement laden water. This facility shall be bunded and have an impermeable surface protection so as to prevent soil and groundwater contamination.

Drainage of the collection facility will be separated from any infrastructure that contains clean surface runoff. The batching facility will not be placed in areas prone to floods or the generation of stagnant water. Access to the facility will be controlled so as to minimise potential environmental impacts.

7.12.3.2. Handling and Storage

Hand mixing of cement and concrete shall be done on a mortarboard and/or within the bunded area with impermeable surface or concrete slab.

Bulk and bagged cement & concrete additives will be stored in an appropriate facility at least 10meters away from any watercourses, gullies and drains.

Waste water collected in the containment facility shall be left to evaporate. The contractor shall monitor water levels to prevent overflows from the facility. Water can be pumped into sealed drums for temporary storage and must be disposed of as liquid hazardous waste.

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All concrete washing equipment, such as shovels, mixer drums, concrete chutes, etc. shall be done within the washout facility. Water used for washing shall be restricted as far as practically possible.

The contractor shall periodically clean-out hardened concrete from the wash-out facility or concrete mixer, which can either be reused or disposed of as per accepted waste management practices and procedures.

Empty cement and concrete bags, if temporarily stored on site, will be secured with adequate binding material.

Sand and aggregates containing cement will be kept damp to prevent the generation of dust.

7.12.3.3. Disposal

Concrete or Cement or any solid waste materials containing concrete and cement will be disposed of at a registered disposal facility. Where disposal facilities for general waste are utilised, written consent from the relevant municipality must be obtained.

7.13. EROSION PREVENTION

7.13.1. Objective

To prevent Soil Erosion

7.13.2. Scope

All bare soil ground areas susceptible to erosion including gravel roads.

7.13.3. Erosion Prevention

All vehicle movements must be along existing roads and tracks. Vehicles should be driven at moderate speeds and within legal limits. Special care should be taken (especially in wet weather) to avoid eroding tracks. A single access track / road is to be used and multiple tracks are to be avoided at all times. In urban areas, access roads should be treated, where necessary, to avoid dust pollution.

Erosion of the access roads, which cannot be remedied by simple compaction methods, should be referred to the TFR Infra for further assessment and recommendations. Soil binding agents and gabions are frequent methods used to combat erosion.

7.14. REHABILITATION

7.14.1. Objective

To ensure that all areas affected by the project are appropriately rehabilitated and re-vegetated in a manner congruent with the surrounding biophysical environment. The prevention of spread of alien invasive species.

7.14.2. Scope

All areas affected by the project including lay down areas.

7.14.3. Rehabilitation

Contractors shall rehabilitate their lay-down area/s upon completion of work on site. A rehabilitation plan will be submitted to the Construction Manager for approval at least six weeks before completion. The following are critical issues to be included in the rehabilitation plan:

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Details of soil preparation procedures including proposed fertilizers or other chemicals being considered for use.

A list of plant species that will be used in the rehabilitation process. Note these should be indigenous species, and preferably species that are endemic to the area. The assistance of an appropriately qualified Botanist should be sought in developing the list.

Procedures for watering the planted areas (frequency of watering, methodology proposed etc.)

An indication of the monitoring procedures that will be put in place to ensure the successful establishment of the plants (duration and frequency of monitoring, proposed criteria for declaring rehabilitation as being successful)

Procedures for the prevention of establishment and spread of alien invasive species.

7.15. SOCIO CULTURAL ISSUES

In the event that private property is damaged, it must be reported immediately to TFR and the landowner(s). Damage must be repaired to the satisfaction of the landowner (written proof of satisfaction must be obtained). Records of any complaints should be kept.

Local communities must be treated with the utmost respect and courtesy at all times. Infringement of their rights is strictly forbidden. Stock, crops or activities on the surrounding private property should not be interfered with or disturbed. Wandering around the properties is not permissible (remain within the permitted working areas).

A list of the property owner's names, addresses and telephone numbers must be established and kept updated. A plan of action should be drawn up with the property owners. In case of an emergency (veld fire, vegetation problems etc.) The Contractor's contact names and telephone numbers must be given to these landowners.

The culture and lifestyles of the communities living in close proximity to the work sites must be respected.

Removal (pilfering) of agricultural products (sugar cane, fruit, vegetables, stock, firewood, poaching etc.) is prohibited. Receipts must be obtained for any merchandise purchased or received from land- owners (i.e. for meat, vegetables, wood).

Vehicles must be driven carefully in hazardous road conditions (sharp bends, narrow roads, bad weather, children playing on or near the road, domestic animals on or near the road etc.). Vehicle movement should be kept to a minimum during rain to avoid damage to access and farm roads.

Tribal graves, archaeological sites and sites of historical interest in close proximity to work sites are to be treated with respect and protected.

No firewood is to be collected except with the written consent of the landowner.

A register must be maintained of all complaints or queries received as well as action taken.

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Insure that affected property owners are informed of planned TFR activities on their land.

No off-road travelling is permitted in environmentally sensitive areas (Karoo, fynbos, coastal dunes, vleis and wetlands etc.).

7.16. ENVIRONMENTAL AWARENESS TRAINING

7.16.1. Objective

Environmental Management – Protecting the environment from the effects of construction by making personnel aware of sensitive environmental resources.

Regulatory Compliance – complying with requirements contained in project – specific permit conditions, also complying with requirements in the regional and local regulations.

Problem recognition and communication – training personnel to recognise potential environmental, i.e. spills, and communicate the problem to the proper person for solution.

Liability control – non-compliance with regulatory requirements can lead to personal and corporate liability.

7.16.2. Scope

All Personnel on the construction site.

7.16.3. Environmental Awareness training

An Environmental Awareness Program is considered a necessary part of Construction Environmental Management Plan for the project. Training of the appropriate construction personnel will help ensure that all environmental regulations and requirements are followed to be defined in the relevant Method Statement to be prepared by the Contractor.

All individuals on the Project Construction site will need to have a minimum awareness of environmental requirements and responsibilities. However, not all need to have a degree of awareness. The required degree of knowledge is greatest for personnel in the Safety, Health, and Environmental sections and the least for the manual personnel.

The Contractor shall keep a record of all the environmental related training of the personnel.

8. DOCUMENTATION

The Contractor must produce a method statement.

9. RECORDS

All documents generated in terms of this standard will be classes as records and retained for the life of the project.