



TRANSNET FREIGHT RAIL, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No ERACSG512-17159**

**FOR THE PROVISION OF: THE CHEMICAL CONTROL OF VEGETATION IN YARDS BY MEANS OF HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED BY THE INFRASTRUCTURE DEPUTY ENGINEER FOR A PERIOD OF 2 YEARS**

**FOR DELIVERY TO : AREAS AS PER TENDER**

**ISSUE DATE : 1<sup>ST</sup> APRIL 2015 TO 10<sup>TH</sup> APRIL 2015**

**BRIEFING SESSION : 13 APRIL 2015**

**TIME : 10H00**

**VENUE : EMPANGENI**

**CLOSING DATE : 21 APRIL 2015**

**CLOSING TIME : 10:00**

**COLLECTION OF TENDER DOCUMENTS : TRANSNET FREIGHT RAIL  
RECEPTION, TENDER OFFICE  
GROUND FLOOR  
MALAHLE HOUSE  
NO. 4 KIEWIET STREET  
EMPANGENI**

**CONTACT PERSONS : YOGESHNIE GENGAN  
035 9067345  
THATO MOGOROSI  
035 9067282**

RFQ for the Provision of chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property in the geographical area controlled by the Infrastructure depot Engineer Empangeni for a period of 2 years

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## Section 1 NOTICE TO BIDDERS

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

<b>METHOD:</b>	Tender box, delivery by hand and dispatch by courier
<b>CLOSING VENUE:</b>	The Secretary Transnet Freight Rail Acquisition Council Ground Floor Inyanda House 1 21 Wellington Road Parktown

### 1 Responses to RFQ

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

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

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

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included); and therefore the 80/20 system shall be applicable.

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

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

#### 2.1 B-BBEE Improvement Plan

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period. Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure A** appended hereto. [Refer to Annexure A for further instructions]



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- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ; or
- make no award at all.

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

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

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

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

Transnet reserves the right to lower the threshold for Technical from 60% to 50 % if no Bidders pass the predetermined minimum threshold.

**10 Specification/Scope of Work**

Refer to Section 3 for Scope of Work

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to  
TIP-OFFS ANONYMOUS : 0800 003 056**

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**CLOSING VENUE:** THE SECRETARY  
 TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
 GROUND FLOOR  
 INYANDA HOUSE 1  
 21 WELLINGTON ROAD  
 PARKTOWN

**CLOSING DATE & TIME:** 21 APRIL 2015 AT 10:00

**VALIDITY PERIOD:** 90 (ninety) Business Days

**SECTION 2**

**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

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

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Pre-qualification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> <li>Valid Pest Control Operator Certificates</li> </ul>
<b>Functionality Threshold</b>	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 60%.  Programing Schedule, Clause by Clause Compliance, Technical Capacity/Resources, Risk Assessment, will be considered as part of the technical evaluation[Refer to Annexure B for Technical Questionnaire]
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>Pricing and price basis [firm]</li> <li>B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>

**12 Validity Period**

Transnet desires a validity period of **90 [ninety] Business Days** from the closing date of this RFQ.

This RFQ is valid until \_\_\_\_\_

**13 Disclosure of Prices Quoted**

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

YES  NO

Respondent's Signature

Date & Company Stamp

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#### 14 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE B : Technical Submission/Questionnaire	
Valid Pest Control Operator Certificates	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to bidders	
SECTION 2 : Evaluation criteria and list of returnable documents	
SECTION 4 : RFQ Declaration and Breach of Law Form	
SECTION 5: Certificate of attendance of RFQ briefing	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE C – E7/1 Working near Railway line or OHTE	

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**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [the **Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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Respondent's Signature

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Date & Company Stamp

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### SECTION 3

#### QUOTATION FORM

I/We \_\_\_\_\_  
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/services within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



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## SCOPE OF WORK

### 1. DESCRIPTION OF THE WORKS

#### 1.1. **EMPLOYERS OBJECTIVE**

1.1.1. The essence of the Agreement is that Transnet Freight Rail requires the control of living vegetation and the management of dead remains of previously living vegetation, to the extent that areas treated in terms of the Agreement are free from any form of vegetation (dead or otherwise) which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, on tracks or other areas included in the Agreement.

1.1.2. The ways and means by which the above mentioned results are obtained are the responsibility of the Supplier. Transnet Freight Rail, however, shall have the right to monitor the materials and activities of the Supplier to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of **long-term** control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Supplier of his/her responsibility for satisfactory control of vegetation.

1.1.3. Failure to comply with the minimum performance proposed by the Supplier in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the Agreement.

1.1.4. The Supplier must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.

1.1.5. The Agreement will only be awarded to a tenderer who has the required experience in the application of herbicides in Southern Africa as stipulated in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, Act 36 of 1947.

#### 1.2. **OVERVIEW OF THE WORKS**

The Agreement covers the control of vegetation in mainly yards including declared weeds and invader plants, by means of chemical herbicides on Transnet property, to the extent that areas treated chemically or otherwise in terms of this Agreement are rendered and maintained free from obstructing vegetation as defined for the periods specified herein.

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**1.3. PERFORMANCE BOND:**

1.3.1. Transnet Freight Rail requires a Performance Bond of 10% of the total value of the Agreement as security for the due and faithful performance by the Supplier of all the duties and obligations resting upon and assumed by him in terms of the Agreement.

1.3.2. The Performance Bond is to be returned to the Supplier upon completion of the Agreement after certification from the Project Manager that all Agreement requirements have been met.

**1.4. EXTENT OF THE WORKS**

The service information briefly consists of the following

- The control of vegetation, including declared weeds and invader plants by means of chemical herbicides of mainly yards as indicated in the Schedule of Requirements.
- The execution of the works shall include any work arising from or incidental to the service information or required of the Supplier for the proper completion of the Agreement in accordance with the true meaning and intent of the Agreement documents.
- The Supplier shall obtain his/her own information regarding species occurrence and extent of vegetation to be controlled in order to comply with the required standards.

1.4.1. The extent of the work consists of mainly yards as indicated in the Schedule of Requirements.

1.4.2. The performance due by the Supplier shall include any work arising from or incidental to the above or required of the Supplier for the proper completion of the Agreement in accordance with the true meaning and intent of the Agreement documents.

1.4.3. The Supplier shall obtain his/her own information regarding species, occurrence and extent of vegetation to be controlled in order to comply with the required standards.

**1.5. LOCATION OF THE WORKS**

1.5.1. The location of the works is as indicated in the Prices List and is in the geographical area controlled by the Depot Engineer (As per schedule of quantities).

1.5.2. Transnet Freight Rail's representative will provide one set of schematic diagrams to the successful tenderer, indicating the areas to be treated.

**1.6. DURATION OF AGREEMENT**

The work provides for the control of vegetation for commencing on the date of notification of acceptance of tender with Transnet Freight Rail for a period of **24 months**.

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## **2. GENERAL MAINTENANCE ASPECTS**

### **2.1. WORK SPECIFICATIONS**

#### **2.1.1. Standard Specifications.**

The following standard Specifications will be applicable to this Agreement:

- SANS 1200A – General
- SABS Code of Practices no 0206-1983 "Safety procedures for the disposal of surplus pesticides and associated toxic waste."

#### **2.1.2. Generic Specifications:**

The following Generic Specifications will be applicable to this Agreement:

- Transnet generic specifications.
- E4E (August 2006): Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1997 and regulations.
- E7/1 (July 1998); Specifications for works on, over, under or adjacent to railway lines and near high voltage equipment.

### **2.2. PLANT AND MATERIAL**

2.2.1. Any plant and/or equipment provided to the Supplier at the beginning of the Agreement shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Supplier, or the value thereof will be deducted from moneys falling due to him/her.

2.2.2. The Supplier shall provide written certification of compliance with specification of any materials (chemical) or equipment supplied by him / her.

### **2.3. CONSTRUCTION EQUIPMENT**

All equipment necessary to execute the works shall be supplied by the Supplier.

### **2.4. EXISTING SERVICES**

2.4.1. Reinstatement of services and property damaged during execution of the work.

2.4.2. Any damages caused by the Supplier to Transnet property and services shall be rectified by the Supplier at his own cost and to the full satisfaction of the Project Manager's Deputy.

### **2.5. SITE ESTABLISHMENT**

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**2.5.1. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER:**

2.5.1.1. In the case of a Agreement for vegetation control the following will be provided free of charge:

2.5.1.2. Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Supplier shall be responsible for all work and equipment needed to fill the water trucks or spray units from the water point provided and to ensure that the water is suitable for its intended use. These water points may be up to 200m apart.

2.5.1.3. Road vehicle accessibility via service roads to the work site is not always possible.

2.5.1.4. Inspections of the areas of work by motor trolley may be arranged with the Project Manager's Deputy, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Project Manager's Deputy shall be given timeous notice (4 calendar weeks) of the Supplier's intention to inspect.

**2.5.2. TO BE PROVIDED BY THE SUPPLIER**

2.5.2.1. In addition to all labour, materials, plant, equipment and incidentals needed to complete the work, the Supplier shall provide all accommodation and toilet facilities for his/her employees.

2.5.2.2. The Supplier shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.

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

2.5.2.4. The personnel of the Supplier shall at all time, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue or preferably bear the name of the Supplier's company. Should the Supplier wish to use another colour this must first be cleared with the Project Manager's Deputy or his/her deputy?

2.5.2.5. An effective safety procedure to be followed by all personnel on any Transnet Freight Rail work site shall be compiled by the Supplier and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

**3. MANAGEMENT OF THE WORKS**

**3.1. SITE MEETINGS**

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The Supplier shall attend site meetings when required. These meetings will be held under the chairmanship of the Project Manager's Deputy. These meetings will be conducted to monitor progress and discuss agreed issues when required. A register will be kept of attendance and a minute of the proceedings will be recorded and distributed afterwards. When sub-Suppliers are required to attend, the Supplier shall ensure their attendance.

### **3.2. SITE BOOKS**

3.2.1. A Site Instruction Book, A4 size, with triplicate pages shall be provided by the Supplier. The format for written communication on site shall be the Site Instruction Book. The site instruction shall have numbered sheet for receiving and recording instructions by the Employer's representative and shall be clearly marked "Site Instruction Book".

3.2.2. A Daily Diary Book with triplicate pages shall be provided by the Supplier and be available on site at all times. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Schedule of Requirements completed for each day shall also be recorded and signed off by both Transnet Freight Rail (TFR) and the Supplier at the end of each day. This site diary shall also serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 35 of 1947.

3.2.3. Only persons authorised in writing by the Project Manager or Supplier may make entries in the site books.

### **3.3. PROGRAMME OF WORK**

3.3.1. The Supplier shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Project Manager's Deputy for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.

3.3.2. The particulars to be provided in respect of the Supplier's vegetation control programme shall include but not be limited to the following:

3.3.3. An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the Agreement area,

3.3.4. The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the Agreement,

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- 3.3.5. The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
- 3.3.6. The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,
- 3.3.7. The Supplier shall conduct regular site investigations and monitoring procedures for the purpose of:
- Ascertaining the nature of weed infestation and factors that could influence the work;
  - monitoring the standard of weed control achieved;
  - identifying any damage or hazards which may have been caused by the weed control operation, and
  - planning of timeous execution of remedial work where control is not being achieved.
- 3.3.8. The Supplier's programme shall allow for commencement with the initial application of chemicals at the appropriate timing, i.e. coinciding with the initial rainy season, for achieving maximum success and for completion in the shortest possible time, but not later than ~~six~~ weeks after commencement of the initial application.
- 3.3.9. The programme shall be based on the quantities and numbers of worklots shown in the Schedule of Requirements.
- 3.3.10. In addition to the annual programme provided the Supplier shall submit daily working programmes to the Project Manager's Deputy, 7 days in advance of the next working week, indicating the specific areas where the Supplier will be working each day of the week. Failure by the Supplier to submit a daily programme and/or deviating from it without notifying the Project Manager's Deputy, preventing him/her from monitoring the Supplier's performance, may result in payment for such work being withheld.

**3.4. PERFORMANCE MONITORING AND EVALUATION / INSPECTIONS**

- 3.4.1. The Supplier shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 3.4.2. The Project Manager's Deputy shall at any time during the application periods carry out inspections of the Supplier's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Supplier and he/she may be ordered by the Project Manager's Deputy to re-treat entire worklots or sections where such chemicals were applied.

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3.4.3. The Project Manager's Deputy will during each growth season carry out **three** official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Supplier shall be present or forfeit his/her right to dispute the measurements and evaluation of the Project Manager's Deputy.

3.4.4. The first inspection shall be done at **two (2) weeks** after completion of the Supplier's initial spraying programme and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control has been achieved, **or in the process of being controlled.**

3.4.5. The second inspection of the season will be carried out at **20 weeks** after completion of the Supplier's initial spraying programme and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.

3.4.6. **The third inspection and final of the season will be carried out at 36 weeks after completion of the Supplier's initial spraying programme and after he/she has notified the Project Manager's Deputy that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four (4) weeks.**

3.4.7. During each of these inspections the worklots treated will each be measured and evaluated. A worklot that does not comply with the specified level of control will be recorded as a "rejected worklot".

3.4.8. The rejection of worklots that do not comply with the standard of control for individual worklots will be financially valid for that inspection in that particular year.

The rejection by the Project Manager's Deputy of work performance may be contested by the Supplier only at the time and place of rejection.

The rejection of a worklot at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Supplier may execute further remedial work in order to achieve control at further and final inspections.

3.4.9. In the case where the Project Manager's Deputy and the Supplier fail to agree on whether a worklot has failed, the worklot shall be recorded as a "disputed worklot" and the Supplier shall prepare an appropriate record of all disputed worklots in order that such disputes may be resolved by way of the disputes resolution procedures stipulated in the standard terms and conditions of contract for the provision of services to Transnet.

#### 4. ENVIRONMENTAL REQUIREMENTS

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#### 4.1. COMPLIANCE WITH STATUTES

4.1.1. The Supplier's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The National Environmental Management Act (Act 107 of 1998).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The National Veld and Forest Fire Act (Act 101 of 1989)

4.1.2. The Supplier's authorised representative on site shall be a **registered Pest Control Operator**, specialising in the field of **weed control** and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Operator shall be in direct control of work taking place on site.

In the event of work taking place on numerous sites at the same time, the Supplier must ensure that there is a registered Pest Control Operator on each site.

**For the purpose of this Agreement a minimum of two (2) Pest Control Operators are required.**

#### 4.2. DAMAGE TO FAUNA AND FLORA

4.2.1. The Supplier shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed.

4.2.2. The Supplier shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops vegetation or property or be hazardous to humans or animals. The Supplier shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

4.2.3. Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.



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The Supplier shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

4.2.4. The Supplier shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

## **5. PARTICULAR SPECIFICATIONS**

This part covers the techniques, types and use of spraying equipment, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the Agreement.

### **5.1. DEFINITIONS**

5.1.1. **Project Manager's Deputy** Any person appointed by the Employer to deputise for him / her in supervising and carrying out the Agreement.

### **5.1.2. CONTROL**

5.1.2.1. Control is achieved when all existing or potential growth of vegetation is permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that:

- The constituent parts of all plants occurring within the area of treatment (worklots) cease to exist as living organisms or entities; and
- the development of new growth of plants from dormant seeds is effectively counteracted or suppressed, for at least the growing season of the year in question; and
- there are no dead or dry remains of any vegetation within the treated area (worklot), which may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations.

5.1.2.2. Control constitutes a process or situation where the destruction of vegetation on treated areas occurs on an *on-going basis* and not only at the time of measurement and payment inspections.

### **5.1.3. WORKLOTS**

5.1.3.1. A WORKLOT is a subdivision of any area on which the Supplier shall control vegetation.

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- In the case of yards and areas of a worklot will be areas of 300m<sup>2</sup> each.
  - Worklots in yards, depots/areas are not demarcated individually. The number of worklots within any area to be treated is calculated by dividing the total surface area by the surface area of single worklot i.e. 300 square metres.
  - In yards, depots/areas where control is required worklots may be irregular in shape. For inspection and payment purposes, worklots shall be physically measured where necessary. In such instances the Project Manager's Deputy shall decide in advance and advise the Supplier accordingly, of the method of measurement to be adopted in any particular area.
  - In yards, depots/areas worklots will normally be measured parallel to the main direction of the track work present, or parallel to the main axis of any other area. Worklots will not be measured individually in different directions but will form part of a pattern of continuous and parallel worklots covering, in the most effective manner possible, the surface of any particular area.
  - A worklot for cable routes will normally be areas of 0.75m wide on both sides and parallel to the cable route and 200m long.
- 5.1.3.2. However, if any provision worklot has been sprayed under this Agreement the previous year and the same worklot is again sprayed the next year, payment for the second and consecutive years sprayed would be at the normal rate applicable for that area and the work would be considered as additional work to the Schedule of Requirements.
- 5.1.3.3. Formation is the finished earthworks surface upon which the track is laid.
- 5.1.3.4. Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).
- 5.1.3.5. Declared weeds means category 1 plants and declared invader plants means category 2 and 3 plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.
- 5.1.3.6. Spraying means the even and uniform application of chemical herbicides at the rate specified and applies to liquid, granular or any other formulation.

**5.2. METHOD OF VEGETATION CONTROL**

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- 5.2.1. The Supplier's methods and program shall provide rapid and effective control in all areas. Techniques, programming and chemicals employed shall therefore be directed at this aim. The Supplier shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the Agreement.
- 5.2.2. Where a chemical approach to vegetation control is adopted, hoeing (skoffel) will not be allowed as method of achieving control. Herbicides which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only shall not constitute control of vegetation as defined. Smashing of dead material to below the height specified in **5.3.3.** will be permitted.
- 5.2.3. Vegetation control in terms of the Agreement will normally be required in respect of the yards. The type of herbicides and the methods of application to be employed are as specified in the applicable returnable documents (clause 8.2) and are subject to the approval of, and monitoring by the Project Manager's Deputy.
- 5.2.4. The Project Manager's Deputy's approval shall first be obtained for use of other herbicides.
- 5.2.5. Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.
- 5.2.6. Any deviation from the method of work submitted as per the applicable returnable document (Clause 8.2) by the supplier shall be subject to the approval of the Project Manager's Deputy.

**5.3. STANDARDS OF WORKMANSHIP**

5.3.1. Standard of vegetation control for individual worklots.

5.3.1.1. Vegetation control shall be such that there is no live vegetation growth (including creepers) exceeding 150mm in any dimension, occurring in the worklot, nor more than fifteen (15) live plants of any lesser size.

This excludes overhanging canopy growth of plants: -

- (a) with rootstock established entirely outside the worklot.
- (b) with rootstock established on the boundary of the worklot, provided that:
- control was achieved over the remainder of the worklot.
  - a clear spray line is visible, showing that herbicide was effectively applied over the entire surface of the worklot.

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- the Supplier took the presence of such growth into account and that the choice of herbicides and chemical use was adjusted accordingly.
- The boundary concerned is not the boundary of an adjoining worklot.

This exception does not apply in the case of creeping grasses (e.g. Cynodon) with nodal rooting within the worklot even though such growth may originate from a plant outside the worklot.

5.3.3. In addition, there shall be no dry or dead remains of vegetation within the worklot greater than 150mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Project Manager's Deputy.

**5.4. MANUAL REMOVAL OF VEGETATION**

No felling or hoeing of vegetation will be allowed during the two months preceding final inspection. Herbicides may not be applied 2 weeks preceding final inspection for a season or a year's program. All lots where such hoeing and felling or herbicides application were done will be rejected.

For this Agreement, the Supplier should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices for the **first year only**, includes all work necessary to achieve the required control, e.g. slashing and removal of debris before or just after spraying. The intention to slash and remove should be cleared with the Project Manager's Deputy prior to work starting.

**5.5. PRICE ADJUSTMENT FOR INFLATION:**

5.5.1. A contract price adjustment factor to be determined in accordance with the formula will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. The factor shall be rounded off to six decimal places.

The contract price adjustment factor shall be -

$$(1 - x) \left( 0.20 \frac{L_t}{L_o} + 0.05 \frac{P_t}{P_o} + 0.70 \frac{M_t}{M_o} + 0.05 \frac{D_t}{D_o} - 1 \right)$$

where x = 0,15 and

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Lo, Po, Mo and Do are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to closing date of the tender;

Lo, Po, Mo and Do are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month two (2) months prior to closing date of the tender;

Lt, Pt, Mt and Dt are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month two (2) months prior to the date of measurement.

5.5.2. The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News Release published by STATSS South Africa.

5.5.3. Lo and Lt shall be the labour indices for Metropolitan Areas (PO141.1 Table A).

Po and Pt shall be the average of the price indices of Non-Electrical Machinery multiplied by an equalizing factor of 1.00866 and Transport Equipment in the ratio of 1:1 (PO142 Table 1).

Mo and Mt shall be the price indices of Chemical and Chemical herbicides used in table 1 of the PO142, Basic Chemicals

Do and Dt shall be the price indices of "Diesel Oil –Coast & Witwatersrand" (PO151 Table 4).

5.5.4. When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.

5.5.5. The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the Agreement price adjustment factor for that month.

5.5.6. Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.

5.5.7. Any additions to or deductions from the amount payable, brought about by the application of the Agreement price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.

5.5.8. Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.

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5.5.8.1. The Price Adjustment Factor calculated at the completion of the works is used for calculating price adjustment after this date.

**5.6. REMEDIAL WORK**

5.6.1. The Supplier shall carry out remedial work to all worklots where control has not been achieved, prior to the official inspections taking place. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 150mm and forming a nuisance or hazard to Transnet Freight Rail operations, from the treated worklots.

5.6.2. The Project Manager's Deputy may, at any time after the first measurement order the Supplier to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Project Manager's Deputy for his/her approval. Failing to do so the Project Manager's Deputy may arrange for such action to be carried out by others at the cost of the Supplier.

5.6.3. Hoeing (skoffel) will not be allowed on its own as a remedial action.

5.6.4. Fire may not be used as a method of vegetation control or as a method of remedial action.

**5.7. OVERALL CONTROL**

5.7.1. The overall standard of control to be achieved by the Supplier over the Agreement area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula:

$$\text{Overall Control} = \frac{(\text{Worklots treated} - \text{Worklots rejected})}{\text{Worklots treated}} \times 100$$

5.7.2. The standard of "Overall Control" (service level table) to be provided on each district by the Supplier shall be:

YEAR	1	2 and Consecutive years
Minimum % of the total work, which shall comply, with the standard of control for individual work-lots.	80	90

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5.7.3. Failure by the Supplier to achieve the standard of "Overall Control" shall constitute a material breach of Agreement by the Supplier, which will entitle the Employer to act in terms of the standard terms and conditions of contract for the provision of services to Transnet

## **6. GENERAL SPECIFICATIONS**

### **6.1. GENERAL**

6.1.1. E4E (January 2004) – Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act.

6.1.2. Specification E7/1 (Jul 1998): Specification for works on, over, under or adjacent to railway lines and near high voltage

### **6.2. HEALTH AND SAFETY**

6.2.1. The Supplier shall at all time comply with safety rules, regulations and legislation, as well as Transnet Freight Rail (TFR) Safety Guidelines for Infrastructure (Latest Edition).

6.2.2. The Supplier shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation. The Supplier must conduct his own formal risk assessment to identify all risks. The supplier is to clearly indicate in his tender submission the processes and procedures he intends implementing to mitigate the total of all these risks: e.g.

- Working with herbicides
- live OHTE
- Executing work on one line while a normal train service is running on adjacent line/s
- Sanitation and refuse disposal as a threat to the environment.

6.2.3. The Supplier shall be responsible to ensure the use of only technically competent trained staff on all types of work. The Supplier will have to ensure that the Supplier's personnel operating his/her own locomotives, haulage equipment, road rail vehicles or any other track vehicles on Transnet Freight Rail lines undergo a Transnet Freight Rail Operating course and also receive a certificate of track section competency. This cost is to be borne by the Supplier.

6.2.4. The Supplier shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.

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- 6.2.5. The Supplier shall be responsible to ensure that site staff are always competently trained with regards to Electrical Awareness Training.
- 6.2.6. The Supplier shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area Project Manager's Deputies and Agreement 'supervisors' site staff are always competently trained with regards to PWC Electrical Educational Training.
- 6.2.7. The Supplier shall also be responsible to ensure that Agreement manager in charge of sites are always competently trained with regards to COM Competency Electrical Training (to follow PWC Training).
- 6.2.8. The Supplier shall ensure that all his employees undergo medical surveillance where required by legislation.
- 6.2.9. Non-compliance with safety requirements will result in an immediate suspension of work without payment.
- 6.2.10. Where training is required by the Supplier and Transnet Freight Rail (TFR) is committed to provide training, the Supplier shall quote his tender as to what and how many staff, training will be required for. After award of the Agreement, the Supplier shall then arrange with the appropriate Transnet Freight Rail (TFR) representative, through the Project Manager's Deputy, for this training / testing.

*The following training shall be arranged for the following Suppliers staff:*

Course	Objective	Duration & trainer	Grade to attend
A) Awareness (Electrical)	To inform all Suppliers staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two hour on-the-job lecture and training. <b>Accredited Electrical trainer / Depot's Electrical Supervisor</b>	All workers and staff working on the Agreement
B)COM Competency (Electrical) (To follow A)	Work permits safe working procedures under the direct supervision of a responsible representative.	Lecture room training = 0,25 d On-the-job training = 0,25 d Criterion test = 0,5 days Total = <b>1 day</b> <b>Accredited Electrical trainer</b>	Supervisor (Responsible person in charge at machine working)

- The electrical awareness training must be arranged for beforehand on-the-job.
- The electrical educational and competency training may be arranged for at either a depot's lecture room's (Transnet Freight Rail (TFR) property), or at a venue of the Suppliers choice (Suppliers cost).

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## **7. PRICING INSTRUCTIONS**

### **7.1. GENERAL**

7.1.1. Measurement and payment shall be in accordance with relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Service Information.

7.1.2. The units of measurement described in these Schedule of Requirements are metric units. Abbreviations used in the Schedule of Requirements are as follows:

%	=	percentage
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
l	=	litre
m	=	metre
No.	=	number
Prov sum	=	Provisional sum
Sum	=	Lump sum
W. day	=	Work day
Rate only	=	Rate only
Worklot	=	area totalling 300m <sup>2</sup>

7.1.3. For the purpose of these Schedule of Requirements, the following word shall have the meanings assigned to them:

Unit:	The unit of measure for each item of work as defined in the COLTO Standard specification.
Quantity:	The number of units of works for each item.
Rate:	The agreed payment per unit measurement.
Amount:	The product of the quantity and the agreed rate for an item.

7.1.4. No allowance is made for waste on items in the Schedule of Requirements.

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- 7.1.5. It will be assumed that the prices included in the Schedule of Requirements are based on Acts, Ordinances, regulations, By-laws, International Standards and National Standards that were published 28 day before the closing date for tenders.
- 7.1.6. Such prices and rates cover all costs and expenses that may be required for the execution of the works described in accordance with the provisions of the Service Information, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Agreement Data, as well as overhead charges and profit.
- 7.1.7. The quantities set out in the Schedule of Requirements are estimated and may be more or less than stated. The Supplier shall submit with his/her tender a complete and detailed priced Schedule of Requirements (prepared in black ink) for the Works.
- 7.1.8. Each item shall be priced by the Tenderer. If the Supplier has omitted to price any items in the Schedule of Requirements, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.
- 7.1.9. Payment for this Agreement shall be based on the Schedule of Requirements and the payment will be made in accordance with the rates tendered in the Schedule of Requirements.

The absence of stated quantities in the Schedule of Requirements is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

The short descriptions of the items in the Schedule of Requirements are for identification purposes only.

Items classified as "provisional worklots" in the Schedule of Requirements indicate that there is no certainty about the amount of work, which will be required. In this Agreement the provisional items, where applicable, are for the treatment of areas, which are not necessarily treated annually. These areas will be measured per provisional worklot as defined in 5.1.3 and stated in the Schedule of Quantities. The standard of control for individual worklots shall apply.

## **7.2. MEASUREMENT AND PAYMENT**

- 7.2.1. Payment will be based on the numbers of worklots treated as instructed by the Supervisor and to which the Supplier successfully applied the vegetation control measures and has achieved the standard of control defined in clause 5.3.
- 7.2.2. No payment will be made for rejected worklots where control achieved does not meet the standards of control specified.

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- 7.2.3. Measurement and payment for the work completed will be made in [3] stages.
- 7.2.4. After completion of the initial spraying of the entire Agreement area the Supervisor or his deputy and the Supplier will **inspect** the work performed (number of worklots sprayed) **in accordance with clause 3.4.4**. The Supplier will thereafter receive payment at [50%] of the rates tendered for all of the completed work **where control as specified has been achieved or clear signs are evident that control is in the process of being achieved**.
- 7.2.5. A second measurement and evaluation will be made concurrent with the **second** official inspection conducted in accordance with clause **3.4.5**. The Supplier will thereafter receive payment at [25%] of the rates tendered for all worklots where control as specified has been achieved.
- 7.2.6. A third measurement and evaluation will be made concurrent with the **third** official inspection conducted in accordance with clause **3.4.6**. The Supplier will thereafter receive payment at [25%] of the rates tendered for all worklots where control has been achieved.

### 7.3. RETURNABLE DOCUMENTS

- CV of key personnel.
- Form of Intent to provide Performance Bond
- Letter of Good Standing with the Compensation Commissioner
- Safety Plan in accordance with the Construction Regulations, 2003 (refer to the E4E (August Transnet 2003))
- Environmental Plan
- Method and detail of process including –
  - List of registered herbicides to be used in the work, supported by full specimen labels.
  - Application rates of herbicides to be applied
  - Product mixtures
  - Detail and function of personnel to carry out operation
  - Work rates of the unit(s) per day
- List of support resources to carry out operation
- Proposed Amendments and Qualifications
- Proposed Organization and Staffing structure including quantity of personnel to be trained in aspects of safety.
- Certified copies of latest Pest Control Operators registration certificates of the supervisory staff.

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**TECHNICAL SUBMISSION QUESTIONNAIRE - ANNEXURE B**

**VEGETATION CONTROL**

<b>TECHNICAL REQUIREMENTS</b>							
<i>Respondents are to complete this Annexure, giving sufficient detail to permit an accurate assessment of your technical abilities.</i>							
Please note that all the requirements as is in the specification (Part A) are compulsory							
Inability to provide these essential requirements will preclude your company's eligibility at Stage One of the evaluation process							
<b>Technical Requirements</b>							
Only respondents who obtain 60% points or more in this technical/quality phase will proceed to phase 3 to be evaluated on 80/20 principle for price and BBEE.							
					YES	NO	DETAILS OF PROOF AND PAGE NO.
	<b>Clause by clause compliance</b>	Correct equipment ,chemicals to be used	To specify in writing the type of equipment, the type of chemical to be used to be attached	2.2.2; 2.3; 2.5.2.1;			
	<b>Risk Assessment</b>	Risk Assessment to cover all risks related to the work	Completed risk assessment				
<b>Technical Capacity / Resource</b>		chemicals planned to clear the grass in the yard	The type of chemical and how will it be applied on the area intended	2.2.2; 2.3; 2.5.2.1;			
		alternative chemicals	Should have the same effectiveness as the one stated on the tender	5.4; 5.6.4			
		Sufficiency of the teams, vehicles and equipment available per zone as stipulated in tender	<b>Included in the method statement:</b> - Specify how many teams are available and the detail and function of personnel in the teams to carry out operation. - Specify qty. of teams available for this tender - capacity of each team and the work rates of each team per day. -Specify qty. and type of support vehicles, etc. available for this tender.	2.5.2			

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		Detail of experience of chemical weed control not limited to the railway environment.	Completed schedule of Tenderer's experience (returnable schedule)				
Programming Schedule		The period and work rate is addressed for the initial spray of each season per zone as specified in the tender.	<p>Detailed program in line diagram / Bar chart format according to Bill of Quantities</p> <p><b>Included in the method statement:</b></p> <ul style="list-style-type: none"> <li>-Duration of initial treatment for season</li> <li>- Specify how many teams are available and the detail and function of personnel in the teams to carry out operation.</li> <li>- Specify qty. of teams available for this tender - capacity of each team and the work rates of each team per day.</li> <li>-Specify qty. and type of support vehicles, etc. available for this tender.</li> <li>-Statement of support vehicles available for this tender</li> </ul>	3.3			
		Preliminary work program for the specified zone/s is included	Detailed program in line diagram / Bar chart format according to Bill of Quantities	3.3			
		Follow-up program/remedial work is addressed per zone is included	Preliminary follow-up program in line diagram / Bar chart format according to Bill of Quantities	5.6			

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### Pricing Schedule

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

Description	Area m2	Annual Worklots 300m2	Rate Per Worklot Year 1	Total for Year 1	Rate Per Worklot Year 2	Total for Year 2	Total for 2 Years
EMPANGENI	114 352	381.173					
BHIZOLO	11 524	38.413					
SHUNTING LEG	3 137	10.457					
NSESI YARDS	418 508	1395.027					
MANDLAZINI	40 210	134.033					
"VISGRAAT"	41 389	137.963					
NSELENI	12 055	40.165					
KWAMBONAMBI	5 075	15.917					
PENICUIK	1 672	5.572					
SIDING 290	4 290	14.800					
TEZA	13 180	43.933					
HAIG	3 587	11.957					
MTUBATUBA	47 942	159.803					
DUKUDUKU	1 791	5.403					
SIDING 2076	907	3.023					
FERNWOOD	5 813	19.377					
NYALASI ROWS	5 636	18.787					
BUSHLANDS	7 031	23.437					
HLUMLO WE	13 640	45.467					
NEWELL	5 188	17.293					
MHLOSINGA	5 687	18.957					
BAYALA	8 452	28.173					
SIHLEPU	5 418	18.060					
MKUZE	21 019	70.063					
NKONKONI	4 939	16.463					
CANDOVER	6 758	22.527					
GOLELA	87 382	291.273					
NINIANS	7 152	23.840					
FELIXTON	7 275	24.250					
MZINGWENYA	7 501	25.003					
PORT DURNFORD	10 250	34.167					
MTUNZINI	23 988	79.960					
HUDLEY	3 894	12.980					
GINGINDLOVU	39 078	130.260					
AMATIKULU	22 245	74.150					

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<b>ISITHEBE</b>	5 348	17.827				
<b>MANDINI</b>	46 956	156.520				
<b>TUGELA</b>	3 377	11.257				
<b>DARNALL</b>	17 628	58.760				
<b>NEW GUELDERLAND</b>	4 848	16.160				
<b>SIDING 2043</b>	524	1.747				
<b>NGQWATAYI</b>	865	2.883				
<b>MEVAMHLOPE</b>	3 926	13.087				
<b>NYOKA</b>	794	2.647				
<b>NGOGODO</b>	781	2.603				
<b>NKOMBOSHE</b>	1 169	3.897				
<b>HEATONVILLE</b>	8 142	27.140				
<b>MANYELA</b>	409	1.363				
<b>DUMEZWINI</b>	820	2.733				
<b>MTIMONA</b>	2 201	7.337				
<b>KWA-YAYA</b>	2 165	7.211				
<b>NSIMBAKASI</b>	3 944	13.147				
<b>NKWENKWE</b>	736	2.453				
<b>DUKANENI</b>	5 819	19.707				
<b>BEDLANE</b>	3 067	10.223				
<b>MGANU</b>	94	3.137				
<b>NKWALINI</b>	27 128	90.407				
<b>SUBTOTAL</b>	<b>1 159 416</b>	<b>3 864.587</b>				
<b>PROVISIONAL</b>	<i>115 938</i>	<i>386.459</i>				
<b>TOTAL FOR DEPOT</b>	<b>1 275 314</b>	<b>4 251.045</b>				

Delivery Lead Time from date of purchase order : \_\_\_\_\_ [days/weeks]

**Notes to Pricing:**

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- Prices quoted will be subjected to contract Price Adjustment formula

Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property in the geographical area controlled by the Infrastructure depot Engineer Empangeni for a period of 2 years

Returnable Document

**By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:**

1. The following documents all of which are available on Transnet's website or upon request:
  - 1.1. General Bid Conditions;
  - 1.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 1.3. Supplier Integrity Pact;
  - 1.4. Non-disclosure Agreement; and
  - 1.5. Vendor Application Form and all supporting documents (first time vendors only)

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

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Freight Rail		

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

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

2 \_\_\_\_\_  
Name \_\_\_\_\_

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_



RFQ for the Provision of chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property in the geographical area controlled by the Infrastructure depot Engineer Empangeni for a period of 2 years

Returnable Document

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: \_\_\_\_\_

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

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

\_\_\_\_\_

RFQ for the Provision of chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property in the geographical area controlled by the Infrastructure depot Engineer Empangeni for a period of 2 years

**Returnable Document**

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

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

**BREACH OF LAW**

10. We further hereby certify that I/we ~~have~~ **have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

RFQ for the Provision of chemical control of vegetation in yards by means of herbicides on Transnet Freight Rail property in the geographical area controlled by the Infrastructure depot Engineer Empangeni for a period of 2 years

Returnable Document

**SECTION 5**

**CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ [name of entity]

attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**"PREVIEW COPY ONLY"**

**RFQ FOR THE PROVISION OF THE CHEMICAL CONTROL OF VEGETATION IN YARDS BY MEANS OF  
HERBICIDES ON TRANSNET FREIGHT RAIL PROPERTY IN THE GEOGRAPHICAL AREA CONTROLLED  
BY THE INFRASTRUCTURE DEPOT ENGINEER**

**FOR A PERIOD OF 2 YEARS**

**ANNEXURE A : B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

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

**2. GENERAL DEFINITIONS**

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

- 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 pre-determined 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 capability 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.

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Respondent's Signature

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Date & Company Stamp

**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 RFQ 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:

*["Maximum 20"]*

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

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

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- 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.

---

Respondent's Signature

---

Date & Company Stamp

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

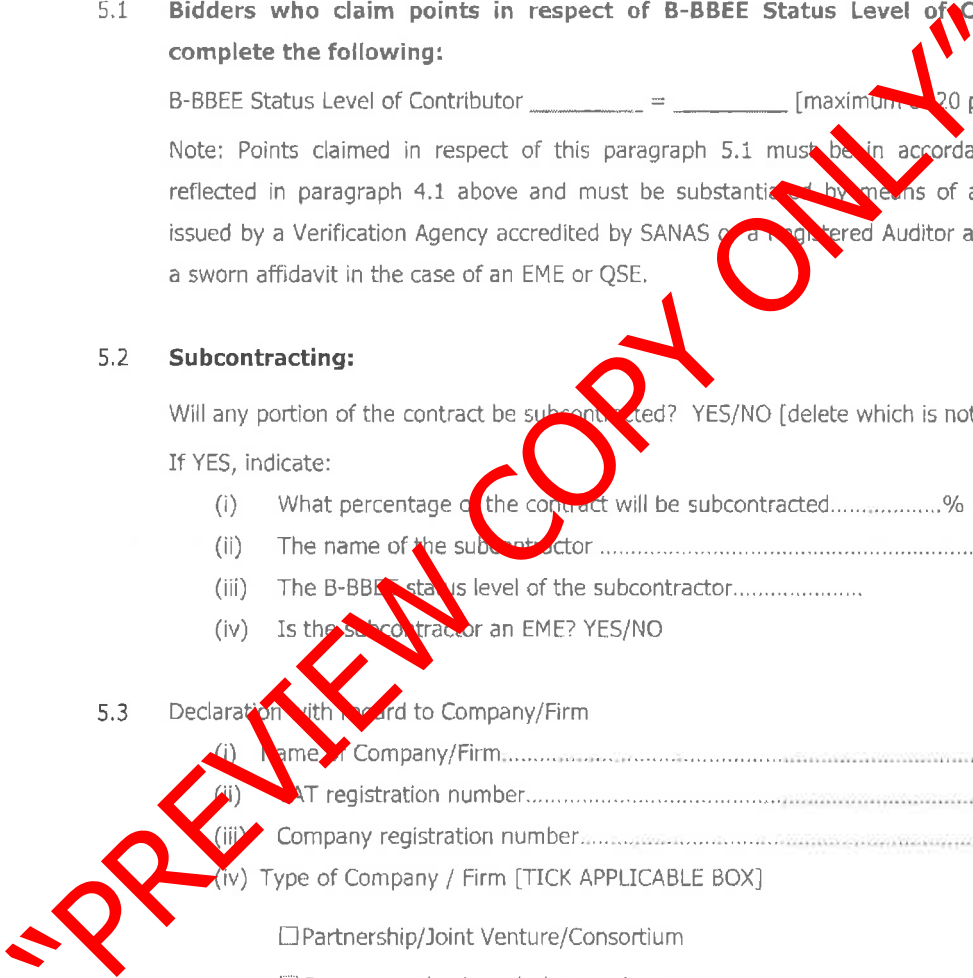
.....  
.....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp





- 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:.....

Respondent's Signature

Date & Company Stamp

TRANSNET



Transnet SOC Limited Registration Number 1990/00900/06

## TRANSNET SPECIFICATION

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

(This specification shall be used in network operator contracts)

Circulation Not Restricted

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## 1.0 SCOPE

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

## 2.0 DEFINITIONS

The following definitions shall apply:

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

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

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

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

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

"Dead" - Isolated and earthed.

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

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

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

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

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

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

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

"Optical Fibre Cable" - Buried or suspended composite cable containing optical fibres used in:

- telecommunication networks for transmission of digital information and
- safety sensitive train operations systems.

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

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

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

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

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

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

## PART A - GENERAL SPECIFICATION

## 3.0 AUTHORITY OF OFFICERS OF TRANSNET

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

## 4.0 CONTRACTOR'S REPRESENTATIVES AND STAFF

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

## 5.0 OCCUPATIONS AND WORK PERMITS

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

work permit is due to be terminated, or if the permit is cancelled after the start, the same person who signed portion C shall sign portion D of the Work Permit, thereby acknowledging that he is aware that the electrical equipment is to be made "live". The Contractor shall advise all his workmen accordingly.

## 6.0 SPEED RESTRICTIONS AND PROTECTION

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

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

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

## 8.0 CLEARANCES

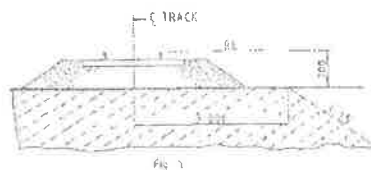
- 8.1 No temporary works shall encroach on the appropriate minimum clearances set out in the Manual for Track Maintenance (Document no. BBB0481):
- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
  - Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure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

## 9.0 STACKING OF MATERIAL

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

## 10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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



- 10.2 The Contractor shall provide, at his own cost any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
- 10.3 Where required by the Contract Supervisor, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed, obtained before the excavation is commenced.
- 10.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Contract Supervisor.
- 10.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.
- 11.0 FALSEWORK FOR STRUCTURES**
- 11.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Contract Supervisor and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.
- 11.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Contract Supervisor a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Contract Supervisor to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.
- 12.0 PILING**
- 12.1 The Contract Supervisor will specify the conditions under which piles may be installed on the network operator's property.
- 13.0 UNDERGROUND SERVICES**
- 13.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services which may be damaged thereby.
- 13.2 Any damage shall be reported immediately to the Contract Supervisor, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.
- 14.0 BLASTING AND USE OF EXPLOSIVES**
- 14.1 When blasting within 50m of a railway line, the Contractor shall observe the requirements stipulated in this specification.
- 14.2 No blasting shall be carried out except with the prior written permission of the Contract Supervisor and under such conditions as he may impose.
- 14.3 On electrified lines the Contractor shall also obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days notice of his intention to blast. No blasting shall be done in the vicinity of electrified lines unless a member of the network operator's electrical personnel is present.
- 14.4 The Contractor shall arrange for the supply, transport storage and use of explosives.
- 14.5 The Contractor shall have labour, tools and plant, to the satisfaction of the Contract Supervisor, available on the site to clear immediately any stones or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the network operator.
- 14.6 The Contractor shall notify the Contract Supervisor of his intention to blast at least 21 days before the commencement of any blasting operations.
- 14.7 Before any blasting is undertaken, the Contractor and the Contract Supervisor shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any existing cracking or damage to such structures, etc. The Contractor, shall, subject to the provisions stipulated in the Contract Insurance Policy, make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Contract Supervisor, was directly caused by the blasting.
- 14.8 After completion of the blasting the Contractor shall obtain a written clearance from each landowner in

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

14.9 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).

14.10 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Contract Supervisor, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station.

Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.

14.11 The flagmen described in clause 14.10, where provided by the network operator, are for the protection of trains and the network operator's property only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.

14.12 The person described in clause 14.10 will record in a book provided and controlled by the network operator, the dates and times:-

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

(ii) when blasting may take place;

(iii) when blasting actually takes place; and

(iv) when he advises the controlling station that the line is safe for the passage of trains.

14.13 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Contract Supervisor and the person who will do the blasting shall both sign the book whenever an entry described in clause 14.12 is made.

#### 15.0 RAIL TROLLEYS

15.1 The use of rail trolleys or trolley trolleys on a railway line for working on high voltage equipment will be permitted only if approved by the Contract Supervisor and under the conditions stipulated by him.

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

#### 16.0 SIGNAL TRACK CIRCUITS

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

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

#### 17.0 PENALTY FOR DELAYS TO TRAINS

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

#### 18.0 SURVEY BEACONS AND PEGS

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

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

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



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

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

#### 19.0 TEMPORARY LEVEL CROSSINGS

- 19.1 The Contract Supervisor may, on request of the Contractor, and if necessary for the purpose of execution of the Works, permit the construction of a temporary level crossing over a railway line at a position approved by the Contract Supervisor and at the Contractor's cost. The period for which the temporary level crossing is permitted will be at the discretion of the Contract Supervisor.

- 19.2 The Contractor will provide protection and supervise the construction of the road over the track(s) and within the railway servitude at the level crossing, as well as the erection of all road signs and height gauges. All cost to be borne by the applicant.

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

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

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

#### 20.0 COMPLETION OF THE WORKS

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

#### 21.0 PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

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

23.3 The Contractor shall take all reasonable steps to confine the movement of vehicles and plant to the approved right-of-way to minimise damage to property, crops and natural vegetation.

23.4 When access is no longer required, and before completion of the Works, the Contractor shall repair, restore or replace any fence or gate damaged during execution of the Works to the satisfaction of the Contract Supervisor and shall furnish the Contract Supervisor with a certificate signed by the owner and occupier of land over which he has gained access to a complete, workplace and the Works, certifying that the owner and occupier have no claim against the Contractor or the network operator arising from the Contractor's use of the land. Should the Contractor be unable to obtain the required certificate, he shall report the circumstances to the Contract Supervisor.

#### 24.0 SUPERVISION

24.1 The Contract Supervisor will provide overall technical superintendence of the Works, and may direct the Contractor in terms of the provisions of the Contract or in respect of any measures which the Contract Supervisor may require for the operations of the network operator, the safety of trains, property and workmen of the network operator, and for the safety of other property and persons. The Contractor shall carry out the directions of the Contract Supervisor. The superintendence exercised by the Contract Supervisor, including any agreement, approval, refusal or withdrawal of any approval given, shall not relieve the Contractor of any of his duties and liabilities under the Contract, and shall not imply any assumption by the network operator or by the Contract Supervisor of the legal and other responsibilities of the Contractor in carrying out the Works.

24.2 The Contract Supervisor may delegate to any deputy or other person, any of his duties or functions under the Contract. On receiving notice in writing of such delegation, the Contractor shall recognise and obey the deputy or person to whom any such duties or functions have been delegated as if he were the Contract Supervisor.

24.3 The Contractor shall exercise supervision over the Works at all times when work is performed or shall be represented by an agent having full power and authority to act on behalf of the Contractor. Such agent shall be competent and responsible, and have adequate experience in carrying out work of a similar nature to the Works, and shall exercise personal supervision on behalf of the Contractor. The Contract Supervisor shall be notified in writing of such appointment which will be subject to his approval.

24.4 The Contractor or his duly authorised agent shall be available on the site at all times while the Works are in progress to receive the orders and directions of the Contract Supervisor.

#### 25.0 HOUSING OF EMPLOYEES

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

25.2 Fouling the area inside or outside the network operator's boundaries shall be prevented. The Contractor will be called upon by the Contract Supervisor to dispose of any foul or waste matter generated by the Contractor.

#### 26.0 OPTICAL FIBRE CABLE ROUTES

26.1 The Contractor shall not handle, impact, move or deviate any optical fibre cable without prior approval.

26.2 Works that in any way affect the optical fibre cable requires prior approval from the Contract Supervisor

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

**"PREVIEW COPY ONLY"**

**PART B - SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE ELECTRICAL EQUIPMENT****27.0 GENERAL**

27.1 This specification is based on the contents of Transnet's publication ELECTRICAL SAFETY INSTRUCTIONS, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract.

These instructions apply to all work near "live" high-voltage equipment maintained and/or operated by the network operator, and the onus rests on the Contractor to ensure that he obtains a copy.

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

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

27.4 The Electrical Safety Instructions cover the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).

27.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any "live" high-voltage equipment.

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

27.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of the network operator's staff where this is necessary.

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

**28.0 WORK ON BUILDINGS OR FIXED STRUCTURES**

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

28.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Works.

28.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

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

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

29.1.1 higher than the normal unrestricted access way, namely -

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

29.1.1.2 walkways between coaches and locomotives.

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

29.1.2.1 the floor level of open wagons

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

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

local depot examining officer.

- 29.2 When in the above positions no person may raise his hands or any equipment he is handling above his head.
- 29.3 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.
- 29.4 The handling of long lengths of material such as metal pipes, reinforcing bars, etc should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.
- 29.5 The Responsible Representative shall warn all persons under his control of the danger of being near "live" high-voltage equipment, and shall ensure that the warning is fully understood.
- 29.6 Where the conditions in clauses 30.1 to 30.4 cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable Safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by the network operator and at the Contractor's cost, as an Authorised Person to work closer than 3 metres from "live" overhead conductors and under such conditions as may be imposed by the senior responsible electrical engineer of the network operator.

### 30.0 USE OF EQUIPMENT

#### 30.1 Measuring Tapes and Devices

- 30.1.1 Measuring tapes may be used near "live" high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the "live" equipment.
- 30.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the "live" high-voltage equipment.
- 30.1.3 Special measuring devices longer than 2 metres such as survey sticks and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer of the network operator, but these devices must not be used within 3 metres of "live" high-voltage equipment in rainy or wet conditions.
- 30.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in clauses 31.1.1 to 31.1.3 are required.
- 30.1.5 The restrictions described in 31.1.1 to 31.1.3 do not apply on a bridge deck between permanent parapets nor in other situations where a barrier effectively prevents contact with the "live" high-voltage equipment.

#### 30.2 Portable Ladders

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

### 31.0 CARRYING AND HANDLING MATERIAL AND EQUIPMENT

- 31.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material which exceeds 2 metres in length shall be carried completely below head height near "live" high-voltage equipment. For maximum safety such material should be carried by two or more persons so as to maintain it as nearly as possible in a horizontal position. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any "live" high-voltage equipment.
- 31.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any "live" high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.
- 31.3 The presence of overhead power lines shall always be taken account of especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

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

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

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

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

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

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

### 33.0 USE OF WATER

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

### 34.0 USE OF CONSTRUCTION PLANT

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

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

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

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

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

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

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

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

(i) before commencement of work ensure that the limits within which work may be carried out have been explained to him by the Authorised Person who issued the permit to him, and that he fully understands these limits;

(ii) sign portion C of the permit before commencement of work;

(iii) explain to all persons under his control the limits within which work may be carried out, and ensure that they fully understand these limits;

(iv) care for the safety of all persons under his control whilst work is in progress; and

(v) withdraw all personnel under his control from the equipment on completion of the work before he signs portion D of the work permit.

### 36.0 TRACTION RETURN CIRCUITS IN RAILS

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

36.2 Broken rails with an air gap between the ends, and joints at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by the network operator personnel.

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

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

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

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

Such equipment includes:-

(i) Eskom and municipal equipment;

(ii) The Contractor's own power supplies; and

(iii) Electrical equipment being installed but not yet taken over from the Contractor.

END

**"PREVIEW COPY ONLY"**