

TRANSNET



freight rail

A Division of Transnet SOC Limited Registration number 1990/00900/30

RFQ: KBY/53146

PEDB: KBC/15152

**CHEMICAL CONTROL OF VEGETATION IN YARDS BY
MEANS OF HERBICIDES ON THE KIMBERLEY SOUTH DEPOT
FOR A PERIOD OF 2 YEARS**

Senior Buyer
Supply Chain Services
TRANSNET FREIGHT RAIL
Austen Street
KIMBERLEY
8301



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No 53146

**CHEMICAL CONTROL OF GEGETATION IN YARDS BY MEANS OF HERBICIDES
FOR KIMBERLEY SOUTH FOR A PERIOD OF 2 YEARS**

FOR DELIVERY TO: RAIL NETWORK KIMBERLEY SOUTH

ISSUE DATE: 22 AUGUST 2014

CLOSING DATE: 16 SEPTEMBER 2014

CLOSING TIME: 10:00

SITE MEETING: 28 AUGUST 2014

Section 1
NOTICE TO BIDDERS

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

METHOD: Hand delivery/courier
CLOSING VENUE: The Tender box, room 1, Supply Chain Services Office, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley, 8315

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. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

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

- the 90/10 system for requirements with a Rand value more than R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 90/10 preference point system is stipulated in this RFP and if all Bids received exceed R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be above R 1 000 000.00 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

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 one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

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

Respondents are required to complete 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.

[Refer clause 19 below for Returnable Documents required]

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Miss P.Ratshimbilani 053 838 3115 Email: portia.ratshimbilani@transnet.net

Respondents may also, at any time after the closing date of the RFQ, communicate with Christopher Williams on any matter relating to its RFQ response:

Telephone 053 8383477 Email Christopher.williams@transnet.net

4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

5 VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable]*.

6 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

7 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

12 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

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

13 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

YES	
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NO	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

14 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
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification 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"> Indicate any technical prequalification criteria
Final weighted evaluation based on 80/20 preference point system as indicated in paragraph Error! Reference source not found.	<ul style="list-style-type: none"> Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical 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.

15 Validity Period

Transnet desires a validity period of a **MINIMUM** of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____
 BRANCH NAME / CODE: _____
 ACCOUNT HOLDER: _____
 ACCOUNT NUMBER: _____

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

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

YES NO

19 Returnable Documents

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

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference 	
<ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference 	
<ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
<ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> • Certified copies of IDs of shareholder/directors/members [as applicable] 	

Returnable Documents	Submitted [Yes or No]
<ul style="list-style-type: none"> • Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) 	
<ul style="list-style-type: none"> • Certified copies of the company's shareholding/director's portfolio 	
<ul style="list-style-type: none"> • Certified copy of valid Company Registration Certificate [if applicable] 	
ANNEXURE A – B-BBEE Preference Points Claim Form	

b) In addition to the requirements of paragraph a) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

Additional Documents	SUBMITTED [Yes or No]
Valid Letter of Good standing from the Compensation Commissioner at the Department of Labour	

Section 2
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 Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; 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/service/s 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.

"PREVIEW COPY ONLY"

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

Price Schedule

NOTE:

The estimated requirement for these services above is to obtain a market related tender price. The actual requirement will vary based on the on-site conditions in the areas to be worked.

1

Delivery Lead-Time from date of purchase order : _____ [days/weeks]

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) 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.
- c) 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.

Schedule of Quantities
Contract No.
KIMBERLEY SOUTH YARDS - Stations

ITEM	Description	m²	Ha	Total Annual Worklots (300m²)	Rate per Worklot YR 1	Subtotal Year 1	Rejections	Subtotal Rc Rejected	Comments
A	Stations								
1	Britsville	17 100.000	1.710	57.000					
2	Die Put	16 500.000	1.650	55.000					
3	Deelfontein	34 400.000	3.440	114.667					
4	Merriman	23 700.000	2.370	79.000					
5	Brakpoort	49 950.000	4.995	166.500					
6	Hutchinson	62 700.000	6.270	209.000					
7	Biesiespoort	53 400.000	5.340	178.000					
8	Three Sisters	12 000.000	1.200	40.000					
9	Travalia	0.000	0.000	0.000					
10	Kromrivier	48 700.000	4.870	162.333					
11	Nelspoort	24 000.000	2.400	80.000					
12	Riem	45 600.000	4.560	152.000					
13	Ysterrante	50 200.000	5.020	167.333					
14	Renosterkop	55 700.000	5.570	185.667					
15	Beaufort West	304 900.000	30.490	1016.333					
16	Modderivier	41 700.000	4.1700	139.0000					
17	Heuningneskloof uitwyk	3 000.0000	0.3000	10.0000					
18	Belmont	30 300.0000	3.0300	101.0000					
19	Witput	11 700.0000	1.1700	39.0000					
20	Oranjerivier	39 300.0000	3.9300	131.0000					
21	Kraankuil	27 300.0000	2.7300	91.0000					
22	Poupan	15 300.0000	1.5300	51.0000					
23	Poffontein Uitwyk	3 000.0000	0.3000	10.0000					
24	Houtkraal Uitwyk	3 000.0000	0.3000	10.0000					
25	De Aar	386 750.0000	38.6750	1 289.1667					
26	Hayfield	2 100.0000	0.2100	7.0000					
27	Salt Lake	6 900.0000	0.6900	23.0000					
28	Bakenkop	3 900.0000	0.3900	13.0000					
29	Douglas stasie	16 200.0000	1.6200	54.0000					
30	Prieska	45 300.0000	4.5300	151.0000					
31	Groveput	19 670.0000	1.9670	65.5667					
32	Uitspansberg	7 988.0000	0.7988	26.6267					
33	Fransenhof	9 569.0000	0.9569	31.8967					
34	Draghoender	12 300.0000	1.2300	41.0000					
35	Kleinbegin	6 680.0000	0.6680	22.2667					
36	Upington	137 011.0000	13.7011	456.7033					
37	Hondejag	8 700.0000	0.8700	29.0000					
38	Kalksloot	7 200.0000	0.7200	24.0000					
39	Lutzputs	9 000.0000	0.9000	30.0000					
40	Toeslaan	7 200.0000	0.7200	24.0000					
SUB TOTAL FOR KIMBERLEY YARDS		1 659 918.000	165.9918	5 533.060					
High Sites									

01

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Schedule of Quantities

KIMBERLEY SOUTH YARDS - Stations

ITEM	Description	m ²	Ha	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
A	Stations								
1	Britsville	17 100.000	1.710	57.000					
2	Die Put	16 500.000	1.650	55.000					
3	Deelfontein	34 400.000	3.440	114.667					
4	Merriman	23 700.000	2.370	79.000					
5	Brakpoort	49 950.000	4.995	166.500					
6	Hutchinson	62 700.000	6.270	209.000					
7	Biesiespoort	53 400.000	5.340	178.000					
8	Three Sisters	12 000.000	1.200	40.000					
9	Travalia	0.000	0.000	0.000					
10									
11	Nelspoort	24 000.000	2.400	80.000					
12									
13	Ysterrante	50 200.000	5.020	167.333					
14	Renosterkop	55 700.000	5.570	185.667					
15	Beaufort West	304 900.000	30.490	1016.333					
16									
17	Modderrivier	41 700.000	4.1700	139.0000					
18	Heuningneskloof uitwyk	3 000.0000	0.3000	10.0000					
19	Belmont	30 300.0000	3.0300	101.0000					
20	Witput	11 700.0000	1.1700	39.0000					
21	Oranjerivier	39 300.0000	3.9300	131.0000					
22	Kraankuil	27 300.0000	2.7300	91.0000					
23	Poupan	15 300.0000	1.5300	51.0000					
24	Potfontein Uitwyk	3 000.0000	0.3000	10.0000					
25	Houtkraal Uitwyk	3 000.0000	0.3000	10.0000					
26	De Aar	386 750.0000	38.6750	1 289.1667					
27	Hayfield	2 100.0000	0.2100	7.0000					
28	Salt Lake	6 900.0000	0.6900	23.0000					
29	Bakenkop	3 900.0000	0.3900	13.0000					
30	Douglas stasie	16 200.0000	1.6200	54.0000					
31	Prieska	45 300.0000	4.5300	151.0000					

Schedule of Quantities

KIMBERLEY SOUTH YARDS - Stations

R

ITEM	Description	m ²	Ha	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
32	Groveput	19 670.0000	1.9670	65.5667					
33	Uitspansberg	7 988.0000	0.7988	26.6267					
34	Fransenhof	9 569.0000	0.9569	31.8967					
35	Draghoender	12 300.0000	1.2300	41.0000					
36	Kleinbegin	6 680.0000	0.6680	22.2667					
37	Upington	137 011.0000	13.7011	456.7033					
38	Hondejag	8 700.0000	0.8700	29.0000					
39	Kalksloot	7 200.0000	0.7200	24.0000					
40	Lutzputs	9 000.0000	0.9000	30.0000					
41	Toeslaan	7 200.0000	0.7200	24.0000					
SUB TOTAL FOR KIMBERLEY YARDS		1 565 618.000	156.5618	5 218.727					
10 % PROVISIONALS		156 561.800	15.656	521.873					
TOTAL FOR KIMBERLEY YARDS		1 722 179.800	172.218	5 740.599					

Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B	SIGNAL BOXES								
B 76	A-360	12.980	6	0.02					
B 77	A-357	13.550	6	0.02					
B 78	A-354	14.950	6	0.02					
B 79	A-351	15.520	6	0.02					
B 80	A-340	33.300	6	0.02					
B 81	A-338	33.810	6	0.02					
B 82	A-337	33.850	6	0.02					
B 83	A-334	34.480	6	0.02					
B 84	A-333	34.580	6	0.02					
B 85	A-331	35.060	6	0.02					
B 86	A-320	54.940	6	0.02					
B 87	A-318	55.460	6	0.02					
B 88	A-317	55.500	6	0.02					
B 89	A-314	56.210	6	0.02					
B 90	A-313	56.230	6	0.02					
B 91	A-311	56.820	6	0.02					
B 92	A-300	71.190	6	0.02					
B 93	A-297	71.730	6	0.02					

Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B 94	A-294	73.090	6	0.02					
B 95	A-291	73.670	6	0.02					
B 96	A-280	84.440	6	0.02					
B 97	A-278	85.050	6	0.02					
B 98	A-277	85.080	6	0.02					
B 99	A-274	85.900	6	0.02					
B 100	A-273	85.920	6	0.02					
B 101	A-271	86.490	6	0.02					
	BELMONT-BEACONSFIELD		156	0.52					
B 102	A-260	101.230	6	0.02					
B 103	A-258	101.800	6	0.02					
B 104	A-257	101.820	6	0.02					
B 105	A-254	102.540	6	0.02					
B 106	A-253	102.570	6	0.02					
B 107	A-251	103.120	6	0.02					
B 108	A-240	117.840	6	0.02					
B 109	A-238	118.390	6	0.02					
B 110	A-237	118.440	6	0.02					
	ORANJERIVIER-WITPUT		54	0.18					

Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B 111	A-234	119.090	6	0.02					
B 112	A-233	119.200	6	0.02					
B 113	A-231	119.710	6	0.02					
B 114	A-220	129.260	6	0.02					
B 115	A-217	129.810	6	0.02					
B 116	A-214	131.180	6	0.02					
B 117	A-211	131.730	6	0.02					
B 118	A-200	141.850	6	0.02					
B 119	A-198	142.410	6	0.02					
B 120	A-197	142.480	6	0.02					
B 121	A-194	143.180	6	0.02					
B 122	A-193	143.260	6	0.02					
B 123	A-191	143.790	6	0.02					
B 124	A-180	159.930	6	0.02					
B 125	A-178	160.500	6	0.02					
B 126	A-177	160.530	6	0.02					
B 127	A-175	161.280	6	0.02					
B 128	A-174	161.850	6	0.02					
B 129	A-171	162.420	6	0.02					

Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B 130	A-160	178.630	6	0.02					
B 131	A-158	179.190	6	0.02					
B 132	A-157	179.250	6	0.02					
B 133	A-154	179.940	6	0.02					
B 134	A-153	179.980	6	0.02					
B 135	A-151	180.500	6	0.02					
B 136	A-140	199.700	6	0.02					
B 137	A-138	200.220	6	0.02					
B 138	A-137	200.270	6	0.02					
B 139	A-134	200.940	6	0.02					
B 140	A-133	201.000	6	0.02					
B 141	A-131	201.580	6	0.02					
B 142	A-120	218.630	6	0.02					
B 143	A-117	219.190	6	0.02					
B 144	A-114	220.570	6	0.02					
B 145	A-111	221.100	6	0.02					
	PERDEVLEI-ORANJERIVIER		210	0.70					
B 1	A2160	226.12	6	0.02					
B 2	A2159	226.93	6	0.02					

Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B 3	A2158	227.17	6	0.02					
B 4	A2157	227.17	6	0.02					
B 5	A2156	227.34	6	0.02					
B 6	A2155	227.67	6	0.02					
B 7	A2154	227.73	6	0.02					
B 8	A2153	227.79	6	0.02					
B 9	A2152	227.79	6	0.02					
B 10	A2151	228.06	6	0.02					
B 11	A2150	228.64	6	0.02					
B 12	A2149	228.64	6	0.02					
B 13	A2148	228.64	6	0.02					
B 14	A2147	228.79	6	0.02					
B 15	A2146	0.34	6	0.02					
B 16	A2145	0.34	6	0.02					
B 17	A2144	0.31	6	0.02					
B 18	A2143	0.26	6	0.02					
B 19	A2142	0.25	6	0.02					
B 20	A2141	0.21	6	0.02					
B 21	A2140	228.99	6	0.02					
B 22	A2139	229.00	6	0.02					

Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B 23	A2138	229.00	6	0.02					
B 24	A2137	229.01	6	0.02					
B 25	A2136	229.02	6	0.02					
B 26	A2135	229.18	6	0.02					
B 27	A2134	229.18	6	0.02					
B 28	A2133	229.18	6	0.02					
B 29	A2132	229.18	6	0.02					
B 30	A2131	229.10	6	0.02					
B 31	A2130	229.15	6	0.02					
B 32	A2129	229.27	6	0.02					
B 33	A2128	229.27	6	0.02					
B 34	A2127	229.27	6	0.02					
B 35	A2126	229.27	6	0.02					
B 36	A2125	229.27	6	0.02					
B 37	A2124B	230.04	6	0.02					
B 38	A2124A	230.04	6	0.02					
B 39	A2123	230.38	6	0.02					
B 40	A2122	230.41	6	0.02					
B 41	A2121	230.20	6	0.02					
B 42	A2120	230.20	6	0.02					

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Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B 43	A2119	230.48	6	0.02					
B 44	A2118A	230.50	6	0.02					
B 45	A2118B	230.50	6	0.02					
B 46	A2118C	230.50	6	0.02					
B 47	A2117	230.53	6	0.02					
B 48	A2116	230.56	6	0.02					
B 49	A2115	230.61	6	0.02					
B 50	A2114	230.61	6	0.02					
B 51	A2113	230.70	6	0.02					
B 52	A2112	230.69	6	0.02					
B 53	A2111	230.69	6	0.02					
B 54	A2110	230.73	6	0.02					
B 55	A2109	0.10	6	0.02					
B 56	A2108	0.10	6	0.02					
B 57	A2107	0.10	6	0.02					
B 58	A2016	0.10	6	0.02					
B 59	A2105	0.10	6	0.02					
B 60	A2104	0.10	6	0.02					
B 61	A2103	0.10	6	0.02					
B 62	A2102	0.10	6	0.02					

Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B 63	A2101	0.10	6	0.02					
B 64	A2100	0.10	6	0.02					
B 65	A2099	0.15	6	0.02					
B 66	A2098	0.15	6	0.02					
B 67	A2097	0.15	6	0.02					
B 68	A2096	0.15	6	0.02					
B 69	A2095	0.15	6	0.02					
B 70	A2094	0.15	6	0.02					
B 71	A2093	0.19	6	0.02					
B 72	A2092	0.16	6	0.02					
B 73	A2091	0.22	6	0.02					
B 74	A2090	0.22	6	0.02					
B 75	A2089	0.22	6	0.02					
B 76	A2088	0.32	6	0.02					
B 77	A2087	0.33	6	0.02					
B 78	A2086	0.33	6	0.02					
B 79	A2085	0.33	6	0.02					
B 80	A2084	0.33	6	0.02					
B 81	A2083	0.33	6	0.02					
B 82	A2082	0.33	6	0.02					

Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B 83	A2081	0.33	6	0.02					
B 84	A2080	0.24	6	0.02					
B 85	A2079	0.30	6	0.02					
B 86	A2077	0.42	6	0.02					
B 87	A2076	0.42	6	0.02					
B 88	A2075	0.42	6	0.02					
B 89	A2074	0.60	6	0.02					
B 90	A2073	0.60	6	0.02					
B 91	A2072	0.68	6	0.02					
B 92	A2071	0.71	6	0.02					
B 93	A2070	0.62	6	0.02					
B 94	A2069	0.62	6	0.02					
B 95	A2068	0.63	6	0.02					
B 96	A2067	0.63	6	0.02					
B 97	A2066	0.63	6	0.02					
B 98	A2065	0.63	6	0.02					
B 99	A2064	0.68	6	0.02					
B 100	A2063	0.69	6	0.02					
B 101	A2062	0.69	6	0.02					
B 102	A2061	0.69	6	0.02					

Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B 103	A2060	0.70	6	0.02					
B 104	A2059	0.71	6	0.02					
B 105	A2058	0.71	6	0.02					
B 106	A2057	0.71	6	0.02					
B 107	A2056	0.71	6	0.02					
B 108	A2055	1.40	6	0.02					
B 109	A2054	1.82	6	0.02					
B 110	A2053	1.82	6	0.02					
B 111	A2052	1.95	6	0.02					
B 112	A2051	2.00	6	0.02					
B 113	A2050	2.00	6	0.02					
B 114	A2049	2.10	6	0.02					
B 115	A2048	2.10	6	0.02					
B 116	A2047	2.70	6	0.02					
B 117	A2046	2.70	6	0.02					
B 118	A2045	2.86	6	0.02					
B 119	A2044	2.86	6	0.02					
B 120	A2043	3.20	6	0.02					
B 121	A2042	3.20	6	0.02					
B 122	A2041	3.42	6	0.02					

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Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B 123	A2040	3.42	6	0.02					
B 124	A2039	3.62	6	0.02					
B 125	A2038	3.63	6	0.02					
B 126	A2037	3.37	6	0.02					
B 127	A2036	3.38	6	0.02					
B 128	A2035	3.38	6	0.02					
B 129	A2034	4.69	6	0.02					
B 130	A2033	5.06	6	0.02					
B 131	A2032	5.75	6	0.02					
B 132	A2031	1.17	6	0.02					
B 133	A2030	1.18	6	0.02					
B 134	A2029	1.18	6	0.02					
B 135	A2028	1.18	6	0.02					
B 136	A2027	1.54	6	0.02					
B 137	A2026	1.54	6	0.02					
B 138	A2025	1.80	6	0.02					
B 139	A2024	1.80	6	0.02					
B 140	A2023	1.92	6	0.02					
B 141	A2022	2.14	6	0.02					
B 142	A2021	2.58	6	0.02					

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Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Boxes

ITEM	Description	Kilometer	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
B 143	A2020	3.03	6	0.02					
	De Aar		858	2.86					
Sub TOTAAL			1278.000	4.260					
Provisional			127.800	0.426					
TOTAL for SIGNAL BOXES			1405.800	4.686					

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Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Equipment

Item	Station	Kilometre / Location	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
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C. Electrical Subs and Relays

C BEACONSFIELD-DE AAR

Hotbox Rooms

HEUNINGNESKLOOF	42/1	42	0.14						
ATHENS	79/15	42	0.14						
ORANJERIVIER	112/3	42	0.14						
KALKBULT	169/5	42	0.14						
168.00			0.56						

RELAY ROOMS

BEACONSFIELD	0,000	121	0.40						
BEC. CENTRAL	2,300	121	0.40						
BEACONSFIELD	5,700	121	0.40						
SPUITFONTEIN	14,250	121	0.40						
MODDERRIVIER	34,200	121	0.40						
HEUNINGNESSKLOOF	55,860	121	0.40						
GRASPAN	72,110	121	0.40						
BELMONT	85,500	121	0.40						
WITPUT	102,180	121	0.40						
ORANJERIVIER	118,780	121	0.40						
KOR	130,420	121	0.40						
KRAANKUIL	142,830	121	0.40						
POUPAN	160,920	121	0.40						
POTFONTEIN	179,590	121	0.40						
HOUTKRAAL	200,610	121	0.40						
PERDEVLEI	219,900	121	0.40						
DE AAR RELAY ROOM 1	229.100	147	0.49						
DE AAR RELAY ROOM 2	0.330	147	0.49						
DE AAR RELAY ROOM 3	2.000	147	0.49						
DE AAR RELAY ROOM	230.530	147	0.49						
2 377			7.92						

Schedule of Quantities

KIMBERLEY SOUTH YARDS - Signal Equipment

Item	Station	Kilometre / Location	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
DE AAR- BEAUFORT WEST									
DE AAR- BEAUFORT WEST RELAY ROOMS									
	Britzville	0.104	1041.750	3.473					
	Joen	0.104	1041.750	3.473					
	Laken	0.104	1041.750	3.473					
	Brakpoort	0.104	1041.750	3.473					
	Hutchinson	0.104	1041.750	3.473					
	Biesiesport	0.104	1041.750	3.473					
	Kromrivier	0.104	1041.750	3.473					
	Riem	0.104	1041.750	3.473					
			8 334.00	27.78					
			8 334.00	27.78					
	TOTAL: DE AAR- BEAUFORT WEST		8 334.00	27.78					
<hr/>									
	Sub Total SUB-STATIONS; RELAY ROOMS		10 879.00	36.26					
	Provisional 10 %		1 087.90	3.63					
	Total Sub Stations and Relay Rooms		11 966.90	39.89					

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Schedule of Quantities

KIMBERLEY YARDS - Material Yards

D. Material Yards

ITEM	Description	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
D1	De Aar Material Yard	5250.0000	17.5000					
D2	Upington Material Yard 1	476.0000	1.5867					
D3	Upington Material Storage 1	504.0000	1.6800					
D4	Upington Material Storage 2	1000.0000	3.3333					
Sub Total Material Yards KBY south		7230.0000	24.1000					
Provisional 10%		723.0000	2.4100					
Total Kimberley South Material Yards		7953.0000	26.5100					

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Schedule of Quantities

Kimberley SOUTH - Test Rooms - Radio Sites

E	Station	Kilometre / Location	Asset	m ²	Total Annual	Rate per Worklot	Sub Total Year 1	Rate per Worklot	Sub Total Year 2	Total for 2 Years
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Test Rooms
Beaconsfiled-De Aar

Orange River	118.787	Test Room	75.0000	0.2500						
			75.0000	0.2500						

Radio Sites

De Aar-Upington-Namibia

Sodium	110.892	Radio Site	50.0000	0.1667						
Redlands	148.865	Radio Site	50.0000	0.1667						
Groveput	192.110	Radio Site	50.0000	0.1667						
Brakbos	281.701	Radio Site	50.0000	0.1667						
Brulpoot		Radio Site	50.0000	0.1667						
Colston	42.522	Radio Site	50.0000	0.1667						
			300.0000	1.0000						

Belmont-Douglas

Skietbaan	19.769	Radio Site	50.0000	0.1667						
			50.0000	0.1667						

Sub Total Test Rooms / Radio sites			425.0000	1.4167						
Provisional			42.5000	0.1417						

Total Test Rooms and Radio Sites			467.500	1.5583						
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Copy of Copy of schedule of quantities docx Radio Sites

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Schedule of Quantities

KIMBERLEY SOUTH YARDS - Electrical Equipment

F									
Item	Station	Kilometre / Location	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
F. Electrical Subs									
SUBSTATIONS									
	SPYTFONTEIN	11.646	1 140	3.80					
	KLOK FONTEIN	46.987	1 140	3.80					
	GRASPAN	75.447	1 140	3.80					
	WIGTON	108.009	1 140	3.80					
	KAREEBOSHPAN	140.008	1 140	3.80					
	KALKBULT	174.008	1 140	3.80					
	BEHRSHOEK	207.506	1 140	3.80					
			7 980	27					
TSS'e									
	MODDERRIVIER	28.567	90	0.30					
	HEUNINGNESKLOOF	59.019	90	0.30					
	BELMONT	90.107	90	0.30					
	ORANJERIVIER	123.339	90	0.30					
	ROOIDAM	155.142	90	0.30					
	BAARTMANS	191.457	90	0.30					
	PAARDEVALLEY	223.488	90	0.30					
			630.00	2.10					
			8 610.00	28.70					
11 KV SUBSTATIONS IN DE AAR YARD									
	B - Sub	231.281	60	0.20					
	D - Sub	230.300	641	2.14					
	E - Sub	229.550	587	1.96					

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Schedule of Quantities

KIMBERLEY SOUTH YARDS - Electrical Equipment

F									
Item	Station	Kilometre / Location	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
	F - Sub	231.304	264	0.88					
	G - Sub	228.865	400	1.33					
	H - Sub	229.160	1 005	3.35					
	Mini sub	228.706/231.061	110	0.37					
			3 067.00	10.22					
TOTAL: BEACONSFIELD-DE AAR			11 677.00	38.92					
DE AAR- BEAUFORT WEST									
DE AAR- BEAUFORT WEST SUBSTATIONS									
	Britsville	3.982	1 360	4.533					
	Joen	034.303	1 360	4.533					
	Laken	065.128	1 360	4.533					
	Brakpoort	101.321	1 360	4.533					
	Hutchinson	133.528	1 360	4.533					
	Biesiespoort	156.899	1 360	4.533					
	Kromrivier	190.177	1 360	4.533					
	Riem	219.900	1 360	4.533					
	North End	253.100	1 360	4.533					
			12 240.00	40.80					
TSS's									
	Oloff	019.561	30	0.10					
	Plaatfontein	049.350	30	0.10					
	Merriman	082.287	30	0.10					
	Barnard	119.880	30	0.10					
	Eggoklip	146.110	30	0.10					
	Hazel	174.534	30	0.10					
	Ganna	204.118	30	0.10					
	Lemoen	234.502	30	0.10					
			240.00	0.80					

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Schedule of Quantities

KIMBERLEY SOUTH YARDS - Electrical Equipment

Item	Station	Kilometre / Location	m ²	Total Annual Worklots (300m ²)	Rate per Worklot Year 1	Sub Total Year 1	Rate per Worklot Year 2	Sub Total Year 2	Total for 2 Years
TMO's									
	De Aar	000.573	30	0.10					
	Britsville	007.526	30	0.10					
	Mynfontein	029.577	30	0.10					
	Deelfontein	045.688	30	0.10					
	Sterkaar	059.986	30	0.10					
	Merriman	077.099	30	0.10					
	De Klerk	088.503	30	0.10					
	Brakpoort	107.383	30	0.10					
	Barnard	123.150	30	0.10					
	Hutchinson	130.615	30	0.10					
	Verster	141.841	30	0.10					
	Verster	141.841	30	0.10					
	Biesiespoort	154.636	30	0.10					
	Noblesfontein	164.703	30	0.10					
	Three Sisters	179.929	30	0.10					
	Kromrivier	193.606	30	0.10					
	Nelspoort	209.111	30	0.10					
	Riem	217.612	30	0.10					
	Renosterkop	227.451	30	0.10					
	Lemoen	241.345	30	0.10					
	Beaufort Wes	258.659	30	0.10					
			630.00	2.10					
TOTAL: DE AAR- BEAUFORT WEST			13 110.00	43.70					
Sub Total Electrical Equipment			24 787.00	82.62					
Provisional 10 %			2 478.70	8.26					
Total Sub Stations			27 265.70	90.89					

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Section 3
VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid Company Registration Certificate [if applicable]

Supplier Declaration Form

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

**CHEMICAL CONTROL OF VEGETATION IN YARDS BY MEANS OF HERBICIDES ON THE KIMBERLEY
SOUTH DEPOT 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 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African 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;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the

2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest

number of preference points for B-BBEE.

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

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

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

4.2

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

4.3 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.

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

4.5 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.

4.6 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.7 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.

- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.12 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd

- (v) Describe Principal Business Activities

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

- (vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

- (vii) Total number of years the company/firm has been in business.....

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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:.....

PROJECT SPECIFICATION

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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 declared 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.

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 declared 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 detail 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-copy 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**.

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 1993 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 Transnet Freight Rail's representative.

2.5. SITE ESTABLISHMENT

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 200km 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.

2.5.1.5. 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.

2.5.2. 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 times, while on Transnet Freight Rail property and during vegetation control operations, wear reflective safety jackets. These jackets must either be yellow or light blue and 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

The Supplier shall attend site meetings when required. These meetings will be held under the chairmanship of Transnet's representative. 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 36 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,

- 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.
- 3.4.3. The Project Manager's Deputy will during each growth season carry out **[two / 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, or within [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.
- 3.4.5. The second inspection of the season will be carried out at, or within [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.

3.4.6. 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".

3.4.7. The rejection of worklots that do not comply with the standard of control for individual worklots will be final and 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.

3.4.8. 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 clause 25 of the standard terms and conditions of contract for the provision of services to Transnet (form US7-Services).

4. ENVIRONMENTAL REQUIREMENTS

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.

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.

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.

- In the case of yards and areas of a worklot will be areas of 300m² 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 provisional 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

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. Slashing 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.
- 5.3.2. 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.
 - 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:

5.5.1A 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 contract price adjustment factor shall be rounded off to six decimal places.

5.5.2 The formula for the contract price adjustment factor shall be -

$$(1 - x) \left(0.20 \frac{Lt}{Lo} + 0.05 \frac{Pt}{Po} + 0.70 \frac{Mt}{Mo} + 0.05 \frac{Dt}{Do} - 1 \right)$$

Where $x = 0,15$ and

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;

Lt , Pt , Mt and Dt are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to the date of measurement.

5.5.3 The indices to be used shall be those for the Consumer Price Index, Production Price Index and Contract Price Adjustment Provisions as obtained from the monthly Statistical News Release published by STATS South Africa.

- Lo and Lt shall be the labour indices as indicated in P0141; Table A; Consumer Price Index: Main Indices; Geographic indices, CPI for primary urban areas.
- Po and Pt shall be the average of the producer price indices of Metals, machinery, equipment & computing equipment (weighted average of General & special purpose machinery and Household appliances & office machinery) and Transport Equipment (All) in the ratio of 1:1 (P0142.1).
- Mo and Mt shall be the producer price indices for Intermediate manufactured goods, Table 2, Chemicals, rubber & plastic products (Basic and other chemicals), P0142.1.
- Do and Dt shall be the producer price indices for selected materials (Diesel fuel, Coast & Witwatersrand) (Contract Price Adjustment Provisions, CPAP, P0151, 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 contract 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 contract 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.

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

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 (form US7- Services).

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.
- 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 managers 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 qualify 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. Accredited Electrical trainer / Depot's Electrical Supervisor	• 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 = 1 day Accredited Electrical trainer	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).

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

R/only = Rate only
Worklot = area totalling 300m²

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.

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.
- 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 measure the work performed (number of worklots sprayed). The Supplier will thereafter receive payment at [50%] of the rates tendered for all of the completed work.
- 7.2.5. A second measurement and evaluation will be made concurrent with the first official inspection conducted in accordance with clause 3.4.4. The Supplier will thereafter receive payment at [25%] of the rates tendered for all worklots where control as specified has been achieved or clear signs are evident that control is in the process of being achieved.
- 7.2.6. A third 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 has been achieved.

8. LIST OF RETURNABLE DOCUMENTS

The tenderer must include the schedules and documents listed below in the tender document for tender evaluation purposes.

8.1. RETURNABLE SCHEDULES.

Please complete the schedules and return with the tender document

- Certificate of Attendance at Clarification Meeting
- Schedule of the Tenderer's Experience
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Record of Addenda to Tender Documents
- Certificate of authority for joint ventures (where applicable)
- Form of Intent to provide Performance Bond
- Compulsory Enterprise Questionnaire
- CV of key personnel.
- Certificate of Authority for joint ventures
- Supplier Declaration form

8.2. RETURNABLE DOCUMENTS

- Certificate of Authority for Signatory (Resolution by Board)
- An original valid Tax Clearance Certificate issued by the South African Revenue Services.
- Letter of Good Standing with the Compensation Commissioner
- Safety Plan in accordance with the Construction Regulations, 2003(refer to the E4E (August Transnet 2006)
- 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.

"PREVIEW COPY ONLY"

TRANSNET SOC LIMITED

(Registration no. 1990/000900//30)

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS****1. General**

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

2. Definitions

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

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

3. **Procedural Compliance**

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or

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

4. **Special Permits**

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

5. **Health and Safety Programme**

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

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

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.
- 6. Fall Protection Plan**
- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

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

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

1(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

(b) Name and tel no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

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

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

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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

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

"PREVENTED COPY ONLY"

ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____ I, _____

representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____

(physical address) to assist in compliance with the Act and the applicable Regulations.

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

Date : _____

Signature :- _____

Designation :- _____

ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

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

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

Signature :- _____

Date : _____

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

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

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

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

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

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

Signed : _____ Date : _____
TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

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

Name : _____ Designation : _____

Signature : _____ Date : _____

E7/1 (July 1998)

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

(This Specification shall be used in Transnet Contracts)

"PREVIEW COPY ONLY"

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DEFINITIONS

The following definitions shall apply :

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

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

Bond. A short conductor installed to provide electrical continuity.

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

Dead. Isolated and earthed.

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

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

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

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

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

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

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

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

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

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

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

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

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

PART A - GENERAL SPECIFICATION

2. AUTHORITY OF OFFICERS OF TRANSNET

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

3. CONTRACTOR'S REPRESENTATIVES

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

4. OCCUPATIONS AND WORK PERMITS

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

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

5. **SPEED RESTRICTIONS AND PROTECTION**

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

6. **ROADS ON TRANSNET PROPERTY**

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

7. **CLEARANCES**

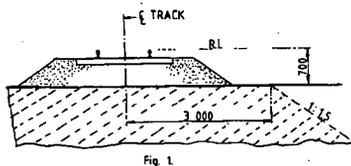
7.1 No temporary works shall encroach on the appropriate minimum clearances set out in Annexure 1 BE97-01 Sheets 1,2, 3 and 5 of 5.

8. **STACKING OF MATERIAL**

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

9. **EXCAVATION, SHORING, DEWATERING AND DRAINAGE**

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



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

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

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

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

10. **FALSEWORK FOR STRUCTURES**

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

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

11. **PILING**

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

12. **UNDERGROUND SERVICES**

12.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services, which may be damaged thereby.

12.2 Any damage shall be reported immediately to the Technical Officer, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

13. **BLASTING**

13.1 The provisions of clause 23 of the E.5, General Conditions of Contract or clause 21 of the E.5 (MW), General Conditions of Contract for Maintenance Work, shall apply to all blasting operations undertaken in terms of the Contract.

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

13.3 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Technical Officer, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.

13.4 The flagmen described in 13.3, where provided by Transnet, are for the protection of trains and Transnet property only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.

13.5 The person described in 13.3 will record in a book provided and retained by Transnet the dates and times -

- (i) when each request is made by him to the controlling station for permission to blast;
- (ii) when blasting may take place;
- (iii) when blasting actually takes place; and
- (iv) when he advises the controlling station that the line is safe for the passage of trains.

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

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

14. **RAIL TROLLEYS**

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

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

15. **SIGNAL TRACK CIRCUITS**

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

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

16. **PENALTY FOR DELAYS TO TRAINS**

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

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

17. **GENERAL**

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

18. **WORK ON BUILDINGS OR FIXED STRUCTURES**

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

- 18.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Works.
- 18.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any

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

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

19.1 No person shall stand, climb or work whilst on any platform, surface or foothold higher than the normal unrestricted places of access, namely -

- (i) the floor level of trucks;
- (ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
- (iii) walkways between coaches and locomotives.

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

19.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.

19.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.

19.4 The Responsible Representative shall warn all persons under his control of the danger of being near live high-voltage equipment, and shall ensure that the warning is fully understood.

19.5 Where the conditions in 19.1 to 19.3 cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable Safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by Transnet and at its costs, as an Authorised Person to work closer than 3 metres from live overhead conductors and under such conditions as may be imposed by the Senior responsible Electrical Engineer in Transnet.

20. **USE OF EQUIPMENT**

20.1 Measuring Tapes and Devices

20.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.

20.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the live high-voltage equipment.

- 20.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer in Transnet, but these devices must not be used within 3 metres of live high-voltage equipment in rainy or wet conditions.
- 20.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in 20.1.1 to 20.1.3 are required.
- 20.1.5 The restrictions described in 20.1.1 to 20.1.3 do not apply on a bridge deck between permanent parapets nor in other situations where a barrier effectively prevents contact with the live high-voltage equipment.
- 20.2 Portable Ladders
- 20.2.1 Any type of portable ladder longer than 2 metres may only be used near live high-voltage equipment under the direct supervision of the Responsible Representative. He shall ensure that the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

21. **CARRYING AND HANDLING MATERIAL AND EQUIPMENT**

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

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

- 22.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:
- (i) If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.

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

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

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

23. **USE OF WATER**

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

24. **USE OF CONSTRUCTION PLANT**

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

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

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

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

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

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

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

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

- (i) before commencement of work ensure that the limits within which work may be carried out

have been explained to him by the Authorised Person who issued the permit to him, and that he fully understands these limits.

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

26. **TRACTION RETURN CIRCUITS IN RAILS**

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

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

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

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

27. **BLASTING**

27.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 14 days notice of his intention to blast.

27.2 No blasting shall be done in the vicinity of electrified lines unless a member of Transnet's electrical personnel is present.

27.3 The terms of clause 13 hereof shall be strictly adhered to.

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

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

Such equipment includes: -

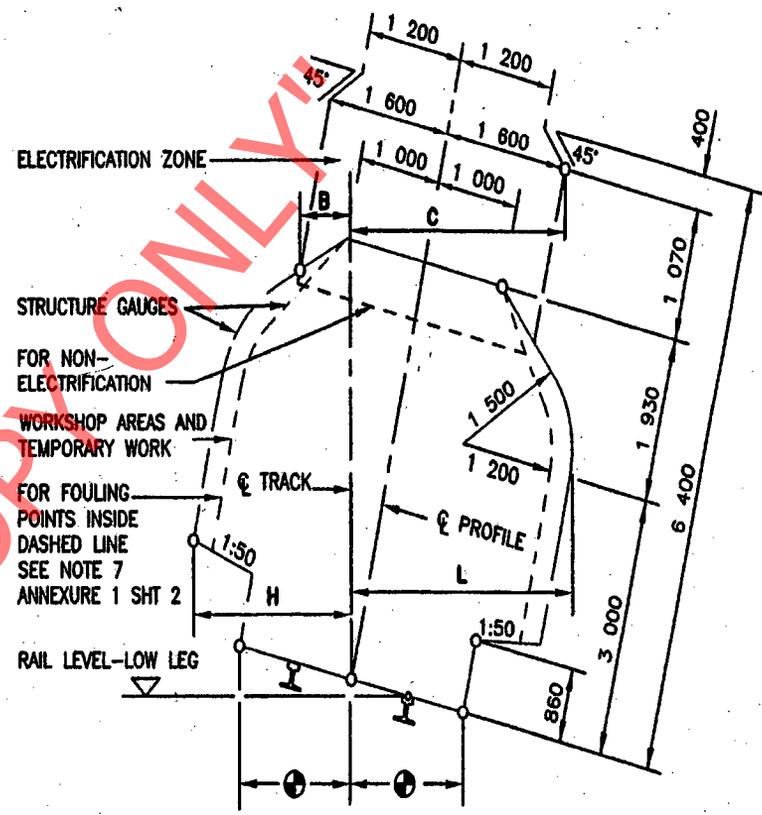
- (i) Eskom and municipal equipment;
- (ii) the Contractor's own power supplies; and
- (iii) electrical equipment being installed but not yet taken over from the Contractor.

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

RADIUS (m)	WITH CANT		NO CANT	WITH CANT	
	H (mm)	L (mm)	H & L	B (mm)	C (mm)
90	2 730	3 090	2 780	1 130	2 100
100	2 700	3 030	2 750	1 140	2 050
120	2 650	2 970	2 700	1 160	2 010
140	2 620	2 920	2 660	1 175	1 990
170	2 590	2 870	2 630	1 190	1 970
200	2 570	2 820	2 600	1 205	1 950
250	2 550	2 790	2 580	1 230	1 920
300	2 540	2 760	2 560	1 250	1 900
350	2 530	2 730	2 540	1 270	1 890
400	2 520	2 710	2 530	1 290	1 875
500	2 510	2 680	2 520	1 320	1 850
600	2 500	2 660	2 510	1 340	1 830
800	2 490	2 620	2 500	1 385	1 790
1 000	2 480	2 600	2 490	1 380	1 760
1 200	2 480	2 580	2 490	1 200	1 730
1 500	2 480	2 550	2 480	1 415	1 700
2 000	2 480	2 500	2 480	1 440	1 660
3 000	2 470	2 470	2 470	1 500	1 600
>5 000	2 460	2 460	2 460	1 600	1 600



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

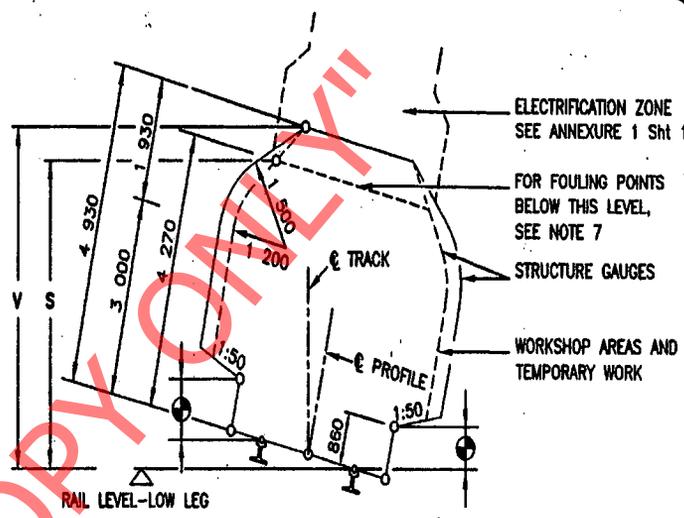
ANNEXURE 1
SHEET 1 of 5
AMENDMENT

HORIZONTAL CLEARANCES :
1 065mm TRACK GAUGE

85

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

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



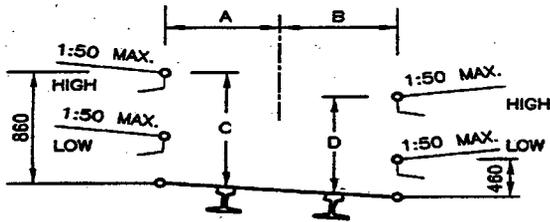
- REMARKS:**
1. V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
 2. S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
 3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
 4. FOR APPLICATION AT CURVES
 -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

ANNEXURE 1
SHEET 2 of 5
AMENDMENT

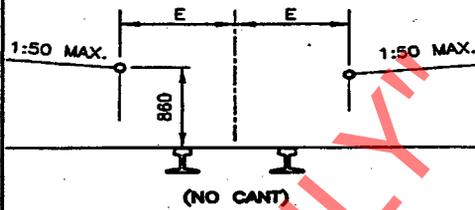
VERTICAL CLEARANCES :
1 065mm TRACK GAUGE

PLATFORMS : TRACK GAUGE 1 085mm

PASSENGERS



GOODS

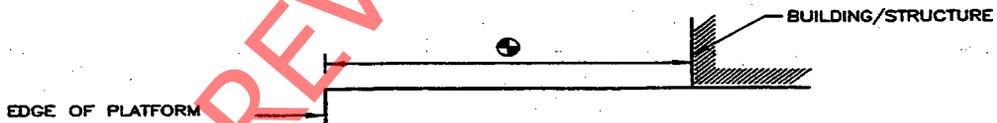


RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
350	1 520	1 560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

REMARKS:

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

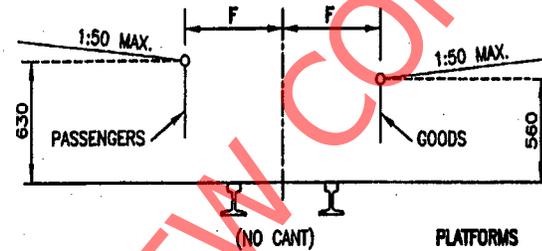
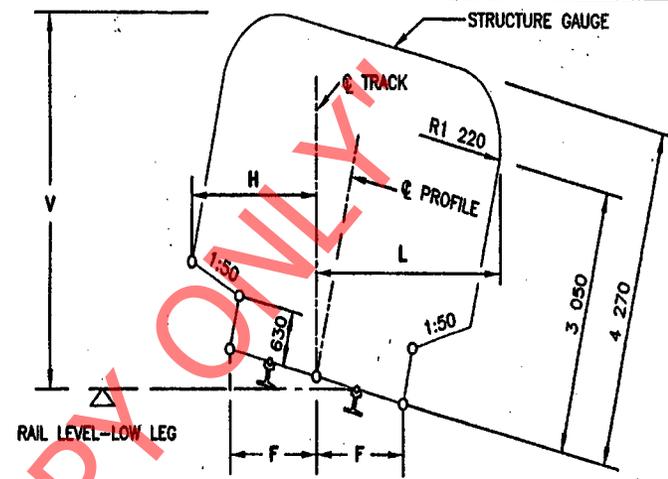
STRUCTURES ON PLATFORMS : 1 065mm AND 610mm TRACK GAUGE



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

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



CLEARANCES

RADIUS (m)	F (mm)
50	1 550
60	1 510
80	1 480
100	1 430
120	1 410
140	1 390
170	1 380
200	1 370
250	1 360
300	1 350
600	1 330
1 000	1 320
>2 000	1 320
STRAIGHT	1 310

REMARKS:

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

ANNEXURE 1
SHEET 5 of 5
AMENDMENT

CLEARANCES : 610mm TRACK GAUGE