TRANSNET



-freight roll

Transnet Freight Rail a Division of Transnet SOC Ltd. (Reg. No. 1990/000900/30), invites all interested parties to respond to a request for quotation (RFQ) as indicated below:

All tenders should be submitted on the appropriate tender forms in a sealed envelope. The envelope must indicate the RFQ number, full description and closing date and should be deposited in the tender box before 10h00 on the closing date of the tender/s.

If delivered by hand, the Tender submissions must be addressed to Supply Chain Services, Admin Support, Tender Box, Office No. 2, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley.

ISSUE OF DOCUMENTS - RFQ document will only be available from **17 July 2015** until **27 July 2015 [15:00]** at Transnet Freight Rail, Supply Chain Services, Office No. 2, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley. **Please note that RFQ document can be e-mailed or physically collected on request / arrangement prior to cut off time from Ms. Leonie Visagie.**

Tenders can be viewed on the website (http://www.transnetfreightrail.tfr.net/Suphiler/Page.aspx

*Tenderers are advised to confirm their attendance beforehand with Leonie Visagie Tel: 053 838 3119 or E-mail: Leonie.Visagie@transnet.net respectively.

RFQ NUMBER	KBY/53699
SCOPE OF WORK	Tree felling for a period of three (3) month.
REQUIRED AT	From Postmasburg to Gamagara
→	A COMPULSORY INFORMATION MEETING WILL BE HELD AT:
7	Boardroom Inna Building, Transnet Yard, Postmasburg
BRIEFING DATE	DATE: 19/0/2015 at 10:00 (Companies not attending the compulsory tender briefing site meeting will be overlooked during the award process.)
TENDER FEE	NO SHARGE
COMPULSORY	Safety boots, reflective jackets and site visit from Postmasburg to Gamagara after the meeting.
CLOSING DATE	Tuesday, 04 August 2015 at Kimberley
CLOSING TIME	10:00
For technical queries contact:	Me. L.K. Matlala (Legoadi), Tel: 053-838 3148 / 071 265 9470
	OR
	Mr. Kagiso Mampe, Tel: 053-838 3310 / 083 687 5108
	Ref. HJC

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to TIPOFFS ANONYMOUS: 0800 003 056

TRANSNET



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

REQUEST FOR QUOTATION

KBY/53699 KBC_18163

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 KBY/53699

FOR THE PROVISION OF:

TREE FELLING FROM POSTMASBURG TO GAMAGARA, KIMBERLEY NORTH DEPOT, FOR A

FOR DELIVER TO: INFA STRUCTURE KIMBERLEY NORTH

ISSUE DATE:

18 JULY 2015

CLOSING DATE:

04 AUGUST 2015

CLOSING TIME:

10:00

SITE MEETING:

28 JULY 2015 AT 10:00

VENUE:

IN THE BOARDROOM OF THE INFRA BUILDING, TRANSNET

YARD, POSTMASBURG.

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:

Tender Box

CLOSING VENUE:

Transnet Freight Rail, Real Estate Management Building, Office no. 2,

Austen Street, Beaconsfield

1 Responses to RFQ

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

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

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

The value of this bid is estimated to be below 1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

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

Note: Failure to support 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.

3 Communication

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.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name:

Herman Conradie ·

Email:

Herman.Conradie@transnet.net

Telephone:

053-8383483

Respondents may also, at any time after the closing date of the RFQ, communicate with the Chief Administrator at the Admin Support Office on any matter relating to its RFQ response:

Telephone

053-8383341

Email:

Maggie.Pain@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 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.

9 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 Transner 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 or an alternative bid;
- reject all Quotations, it it so decides;
- place an order in cornection 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 should it at
 Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; or
- make no award at all.

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

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

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

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

Safety Arrangements - Act 85 of 1993 and Regulations E4E

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 be 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.

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Returnable Document

- 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 meters; or
 - (b) includes the use of explosives to perform construction work; or
 - includes the dismantling of fixed plant at a neight 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:-
 - (d) includes excavation work deeper than im; or
 - (e) Includes working at a height greater than 3 meters above ground or a landing.

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.

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.

Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.

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.

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.

Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

4 Special Permits

Where special permits are required before work may be carried out such as for hot work, 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 an act which would be an offence for the Contractor to do or omit to do.
- The Contractor's Health and Safety Programme shall be based on 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.
- 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.
- 5.6 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 them, but at least once every month.
- 5.7 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.
- 5.8 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 organization, health and safety representative or any member of the health and safety committee.
- The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, or the development, monitoring and review of the Risk Assessment.
- 5.10 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.
- 5.11 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 to the Risk Assessment.
- 5.12 The Contractor stall 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;
 - 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.
- 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.

Railway Lines and High Voltage Equipment E7/1

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 Themsnet Contracts)

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1 **DEFINITIONS**

The following definitions shall apply:

<u>Authorised Person</u>. 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.

<u>Electrical Officer (Contracts)</u>. 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.

<u>Executive Officer</u>. 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.

<u>Live</u>. 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.

<u>Near</u>. To be in such a position that a person's body in 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.

<u>Project Manager</u>. The person of instic 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.

<u>Responsible Representative</u>. 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.

<u>Technical Officer</u>. 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.

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

<u>Work on</u>. 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 compare it 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 cheduled during the period of an occupation or work permit.
- The Contracter 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.
- 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.

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Respondent's Signature		Date & Company Stamp

- 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.
- 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 infimum permissible clearances set out in appendixes 1 to 4.
- The Contractor shall appoint a responsible Representative to receive and transmit any instruction, which may be given by Transmit personnel providing protection.

6. ROADS ON TRANSMET 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**

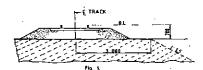
7.1 No temporary works shall encroach on the appropriate minimum clearances set out in Annexure 1 BE97-01 Sheets 1,2, 3 and 5 of 5.

8. **STACKING OF MATERIAL**

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

- 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 beauty 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. No withstanding 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.
- 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.

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- 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 dause 27 hereof shall be strictly adhered to.

14. **RAIL TROLLEYS**

- 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.
- 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

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

16. **PENALTY FOR DELAYS TO TRAINS**

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

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

17. **GENERAL**

- 17.1 This specification is based on the contents of Transnet's publication SAFETY INSTRUCTIONS, HIGH-VOLTAGE ELECTRICAL EQUIPMENT, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract. These instructions apply to all work near live high-voltage equipment maintained and/or operated by Transnet, and the onus rests on the Contractor to ensure that he obtains a copy.
- 17.2 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Safety Instructions: High-Voltage Electrical Equipment.
- 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 partion of a person's body or the tools he is using or any equipment he is handling, to come within a 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.
- 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.

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Respondent's Signature		Date & Company Stam

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 inder 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 Taxes 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.

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20.2 Portable Ladders

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

- 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 taking to ensure that no part of the material comes within 3 metres of any live high-voltage equipment.
- 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 preciations.
- 21.3 The presence of overhead power lines that always be taken account of especially when communications lines or cables or aerial cabes, stay wires, etc. are being erected above ground level.

22. PRECAUTIONS TO BE TAKEN VALUE RECTING OR REMOVING POLES, ANTENNAE, TREES ETC.

- 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.
- 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. <u>USE OF CONSTRUCTION PLANT</u>

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.

- 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.
- 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 shell -
 - (i) before commencement of work ensure that the limits within which work may be carried out have been explained to him by the Authorise 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 parter his control from the equipment on completion of the work before he signs portion 0 of the work permit.

26. TRACTION RETURN CIRCUITS IN RAILS

- 26.1 DANGEROUS ONDITIONS CAN BE CREATED BY REMOVING OR SEVERING ANY BOND.
- Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by Transnet personnel.
- 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.
- 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

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.

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- 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. <u>HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY TRANSNET</u>

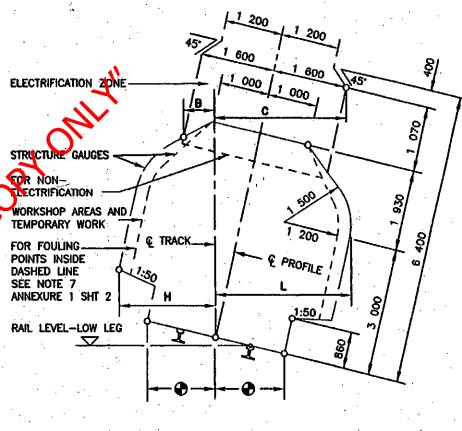
Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by Transnet, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

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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RADIUS	WITH	CANT	NO CANT	WITH	CANT)
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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	1
300	2 540	2 760	2 560	1 250	1 900	1
350	2 530	2 730	2 540	1 270	1 890	
400	2 520	2 710	2 530	1 290	4 175	Ī
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600	2 500	2 660	2 510	1 340	1 830]
800	2 490	2 620	2 500	y 365	1 790	
1 000	2 480	2 600	2 490	→ 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	
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3 000	2 470	2 470	2 470	1 500	1 600]
>5 000	2 460	2 460	2 460	1 600	1 600)



AMENDMENT

HORIZONTAL

CLEARANCES

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REMARKS:

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- 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.

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Date & Company Stamp

VERTICAL

CLEARANCES

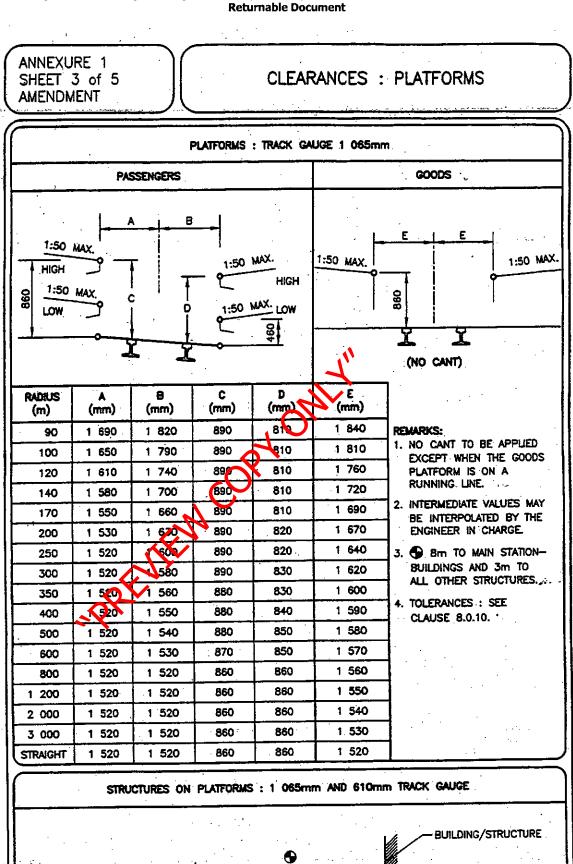
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TRACK GAUGE

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<u> </u>	300	4,410	5 020	5 370	SEE NOTE 7
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INDICATED BELOW	1 000	4 350	4 990	5 340	v s / m/ /ot/
	1 500	4 310	4 960	5 310	₩ORKSHOP AR TEMPORARY W
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ND CRO By Elec		REQUIRED	5 650	6 000	RAIL LEVEL-LOW LEG

- 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.
- TUNNELS: SEE DRAWING BE 82-35.
- 7. FOULING POINTS: SEE CLAUSE 8.1.
- B. CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21,2m VECHILE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.



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

EDGE OF PLATFORM

97-01

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Page 24 of 38

ANNEXURE 1 SHEET 5 of AMENDMENT 앜 S

CLEARANCES

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(mm)

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STRUCTURE GAUGE

RADIUS

(m)

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4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 2m BEYOND THE ENDS OF THE CIRCULAR CURVE.

∕€ TRACK

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PROFILE

4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.

4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 18m ALONG STRAIGHTS.

IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.

IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.

RAIL LEVEL-LOW (E

PLATFORMS

5. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.

6. ALSO REFER TO REMARKS 5, 6 AND 7 OF ANNEXURE 1 SHEET 2.

7. CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH.

B. SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.

WITH CANT

(mm)

2 490

2 420

2 370

2 340

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2 230

2 200

2 170

2 160

PASSENGERS

V IS THE MINIMUM VERTICAL CLEARANCE.

4. FOR APPLICATION AT CURVES:

1:50 MAX.

H

(mm)

2 370

2 310

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2 220

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2 180

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(mm)

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FOR THE SUPPLY AND INSTALL POST TYPE CURRENT TRANSFORMERS AT 2 SUBSTATIONS FOR A PERIOD 1 MONTHS.

CLOSING VENUE: TENDER BOX

CLOSING DATE & TIME: 04 AUGUST 2015 AT 10:00

VALIDITY PERIOD: 90 Business Days

SECTION 2

EVALUATION CRITERA AND RETURNABLE DOCUMENTS

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, cobst oe met and whether the Bid materially complies with the scope and/or specification given.
Final weighted evaluation based on 80/20 preference point	 Pricing and price basis [firm] B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

	preference point
2	Validity Period
	Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.
	This RFQ is valid until
3	Disclosure of Prices Quoted
	Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to
	other Respondents:
	YES NO
4	Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following <u>essential Returnable Documents</u> as detailed below.

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Tong	
 Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference 	
 Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE B – Project Spectications (13 Pages)	
Compensation for Occupational Injuries and Diseases Act 1993/Valid Letter of Good Standing.	
Valid CPO-Pest control Certificate (Weed Control-Industrial use)	
List of Previous related work experience	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SECTION 3 QUOTATION FORM

1, WC	
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:

TAMo

Total Tender Price in Words:

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/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.

Price Schedule

I/We quote as follows for the service required excluding VAT: See project specifications

Item	Description Unit	Qty	Rate	Amount
1	Postmasburg 0 Gamagara Worklot	124 worklots = (62km)	R	R
	(Worklot = 500m in length by 5m width = 2	500 m²)		
	· ·		Tender Price:	R
			14% VAT:	R
		То	tal Tender Price:	R

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an

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Respondent's Signature		Date & Company Stamp

allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:

- 1. Specifications and drawings included in this RFQ if applicable; and
- 2. The following documents all of which are available on Transnet's website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Freight Rail		
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	on this day of	20
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SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

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

response and may preclude a Respondent from doing future business with Transnet]

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

BREACH OF LAW

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

Where found guilty of such a serious breach, please disclose: NATURE OF BREACH: DATE OF BREACH:_ Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law tribunal or regulatory obligation. on this _____ day of _____ 20___ SIGNED at For and on behalf of AS WITNESS: duly authorised hereto Name: Name: Position: Position: Signature: Signature: Date: Registration No of Company/CC Registration Name of Company/CC Place:

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Supplier Declaration Form

Company Tradir	_								_
Company Regist	tered Name								
Company Registr	ration Number O	r ID Numbe	r If A Sole Pr	oprieto	r				
Form of entity	cc	Trust	Pty Ltd	t	Limited	Partners	ship	Sole Propried	tor
VAT number (if r	registered)								
Company Telepl	hone Number								
Company Fax N	umber								
Company E-Mai	Address						•		
Company Webs	ite Address								
Bank Name			Bar	nk Acco	unt Number				
Postal								,	
Address							Cod	de	
Physical Address				 			Cod	to l	
Contact Person		T		· · · · · · · · ·	111		1 000	76	
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Annual Turnover F				R5-35 million			Both		
Does Your Comp	Products		Services			_			
Area Of Delivery	l (ational		Provincial			Local			
Is Your Company				Public	Yes		Private		
Does Your Company Have A Tax Directive Or IRP30 Cer					Yes			No	1
Main Product Or Service Supplied (P.O. Stationery/Consulting)									
BEE Ownership Details									
% Black Ownership	» %	Black wome	n ownership		% Disabled person/s ownership				
Does your company kare a BEE certificate				Yes	3		No		
What is your bro				knowr	1)			•	
How many perso				rmane		Раг	t time		
Transnet Contac	ct Person								
Contact number	·	 							
Transnet operati									
	<u> </u>	<u> </u>							
Duly Authorise	d To Sign For	And On Be	enalt Of Firn	n / Org					
Name					Designation	on			_
Signature					Date				
Stamp And Sig	nature Of Com	missioner	Of Oath						
Name					Date				
Signature		-			Telephone	No.			

FOR TREE FELLING FROM POSTMASBURG TO GAMAGARA.

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard o 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 contribution; and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "contract" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11

October 2013 in terms of Government Gazette No. 36928;

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

3. ADJUDICATION USING A POINT SYSTEM

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

- equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
	[Plaximum 20]
1 1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	13
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with 8-BBEE Status Level Certificates.
- 4.3 Bidders who quality as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Sovernment Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.



- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the automatract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issue 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?	9
	(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	on 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 [TIGN PPLICABLE BOX]	
		□Manufacturer	
		□Supplier	
		□Professional Service Provider	
		☐ Other Service Providers, e.g Transporter, etc	
	(vii)	Total rumber of years the company/firm has been in business	

BID DECLARATION

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

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

- (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the audi alteram partem [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

	WITNESSES:	
1. 2.		SIGNATURE OF BIDDER
		DATE:
	COMPANY NAME:	
	ADDRESS:	
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	SEVIEW	
	SPRE	

ANNEXTURE B

"PREVIEW COPY ONLY"

SPECIFICATION FOR KBN **VEGETATION CONTROL (TREE FELLING)**

Part A: GENERAL

A.1 SCOPE OF WORK

This contract covers the control of vegetation including the felling of trees and bush clearing where chemical stump treatment will also be a requirement, performed by the Contractor for the successful completion of this contract over a 6 months period, in accordance with the true meaning and intent of the contract document. This will be done on a distance of 62 Km which will be divided in to works lots of 500m in length by 5m in width which is a total of 2500 square meters. The vegetation will be cleared from the track were vegetation(bushes & trees) starts till the 5m width towards the direction of the fence. A work lot covers all the trees including high risk and all bushes.

The work will be done by means of portable mechanical and all the necessary equipment needed to complete the works on Transpet property in the geographical area controlled by the Depot Engineers Kimberley North as per the Schedule of Quantities and Prices. TENCO

Kimberley North Depot

Postmansburg - Gama-gara Distance =62 km 62 km =124 work lots

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A.2 SUFFICIENCY OF TENDER

The contract will only be awarded a tenderer who is a registered pest control officer and has experience in the field of vegetation control (tree felling) in Southern Africa and should also have a fall protection training for cutting high risk plants/Large trees (The team which will be doing the tree felling should be taken on a fall protection training).

A site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender, and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and the extent of species of vegetation to be controlled and all aspects that will and / or may effect such control and costs thereof.

A.3 DURATION OF CONTRACT

The contract period will extend over **3 months**.

A.4 TO BE SUPPLIED BY TRANSNET FREIGHT RAIL

The following services will be provided by Transnet Freight Rail where required:

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

Inspections of the work areas by vehicle may be arranged with the Technical Officer or his/her deputy.

A.5 TO BE SUPPLIED BY THE CONTRACTOR

The Contractor is responsible to supply his own accommodation, equipment, transport and labour needed to complete the work covered by the contract.

No accommodation is allowed on Transnet's property, the Contractor shall provide all accommodation, toilet facilities and any other facility needed for his/her teams during the contract period. These facilities may not be greated on Transnet property and none of Transnet's facilities will be available for usage by the Contractor or his/her teams.

The Contractor shall provide safe and secure storage facilities for all equipment brought onto on the site.

The Contractor 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 work area.

The Contractor shall provide his/her employees the proper safety protection clothing (PPE) and equipment while working on Transnet property and for the duration of the Contract.

The Contractor shall appoint at the work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic.

These employees shall operate an audible warning device to timeously warn all personnel on the work site of approaching rail traffic.

All personnel must follow an effective safety procedure while working on site.

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.

The personnel of the Contractor shall at all times during the vegetation control process wear reflective safety jackets. These reflective jackets must be in an acceptable colour and preferably bear the name of the contractor's company.

The Contractor needs to clarify the colour of the reflective vests that will be used during the contract period with the Technical Officer, before work commence.

A.6 COMPETENCY TRAINING

Tenderers shall note the following competency requirements:

A certificate of competence for the responsible person(s) in charge of site supervision may be acquired at Transnet Freight Rail's Esselen Park training centre and involves the successful completion of a training module with a written test, presented over three days. It is valid for two (2) years.

Transnet Safety Training is required of any person who work in the vicinity of electrification equipment (not closer that 3m of) "live" equipment. Electrical Awareness Safety Training must be done by all staff members of the successful Contractor; the training module is over three days for supervisors and one day for general workers.

Transnet Safety Training is required of any person who work in the vicinity of electrification equipment (not closer that 3m of "live" equipment). Electrical Awareness Safety Training must be done by all staff members of the successful Contractor; the training module is over three days for supervisors and one day for general workers at Esselen Park, School of Rail, and Johannesburg.

Training mentioned above is for the account of the Contractor and must be directly arranged with the Esselen Park Training Centre at telephone number 011-929 1571 or per facsimile at 011-929 1229.

The Tenderer shall allow for the provision of personnel to warn train drivers of the work-teams on the line, the position of this person will be 1.5 km from both sides of the work site. Once-off training will be provided by Transnet Freight Rail free of charge, will require a minimum of four (4) working days and a clear understanding of the English language is a prerequisite for the person.

In addition to the above mentioned competency training, safety induction training is required for the entire Contractors' personnel including the Contractor him/herself who will work in the vicinity of the railway line. This is done once-off by Transnet Freight Rail free of charge, and is thereafter the responsibility of the Contractor.

During the execution of the contract, the Contractor will be required to inform the Technical Officer of any staff changes and provide the qualifications of the replacement staff for approval.

A.7 STANDARDS OF WORKMANSHIP

The Contractor shall not depart from the method of work without the approval of the Technical Officer or his/her deputy.

A8. COMPLIANCE WITH STATUTES

The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts;

a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies

b) Act (Act 36 of 1947) as amended.

- c) The Hazardous Substance Act (Act 15 of 1973) as amended.
- d) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable).

e) The Environmental Conservation Act (Act 73 of 1989).

f) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".

g) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.

h) Common law of nuisance.

i) The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).

j) The Occupational Health and Safety Act (Act 85 of 1992)

k) National Veld and Forest Fire Act No. 101 of 1998

I) Mountain Catchment Area Act (Act 63 of 1970)

A.9 INFORMATION TO BE PROVIDED WITH TENDER

The Tenderer shall submit the following information at the time of tendering:

Full description of the plant are methods of control to be used by him/her for all aspects of the work required to ensure performance as specified.

Whether the tenderer rolends to work on Saturdays or Sundays or is prepared to work on such days if required to do so by Transnet Freight Rail.

The Schedule of Service fees and Costs must be completed in full.

The Contractor shall not depart from the methods of the work, without approval from the Technical Officer or his/her deputy.

Proof of inspection of the sites must be enclosed on the Site Inspection Certificate.

An undertaking that all personnel and equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.

A description of the methods to be used for controlling the vegetation must be provided.

The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the Technical Officer. Details of the sub-contractor must be handed in by the primary Contractor.

Where herbicide is to be used the Contractor shall ensure that this work be done in the presence and under the supervision of a **Pest Control Operator**, specialising in the field of industrial weed control. The Pest Control Operator must be registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947, as amended.

A certified copy of the Pest Control Officer' certificate must be handed in with the tender document. This certificate must be valid for the duration of the Contract.

A10. RETENTION MONEY

Retention money will not be deducted from payments.

A11. GENERAL:

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The attention of Tenderers is directed to all the various documents comprising these tender documents and including, inter alia, General Conditions of Contract, Special Conditions of Contract and Specifications and Bills and/or Schedule of Quantities and/or Prices. Particular attention must be given to —

- Unless otherwise stated in any of these tender documents, Tenderers are required to submit an offer, complete in every respect and fully in compliance with the specifications. If, in a Tenderer's opinion, justification exists for the submission of one or more alternative tender(s) such offer(s) must, as in the case of the main tender(s), be complete in every respect.
- Tenderers are requested to quote per item and to indicate the rate tendered per item.
- Tenderers are required to give a list of major items of plant and/or equipment to be used in the execution of the WORKS and must complete the plant statement where this is attached to the tender occuments.
- Tenderers must furnish proof that they have had actual experience in the class of work for which they are tendering and must submit with the tender, a statement of works recently and successfully carried out.
- Compliance of tender(s) with Transnet's Limited requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet Limited in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.

The attention of Tenderers is particularly directed to the necessity to complete the "Labour Payment Schedule", "The Tender Form" and "Resolution of Board of Directors", where these documents are included in the tender.

The terms of the "Principal Controlled Insurance Policy" is negotiated by Transnet each year, therefore, the conditions of the policy embodied in this tender enquiry/contract is valid only for the period as stated in the policy. In the event of an occurrence that may

arise during the course of a contract the rates/conditions of the latest policy i.e. applicable at date of occurrence, shall apply.

The Contractor hereby warrants that it is a BEE Influenced Company under the requirements of the BEE Act read with the Codes, it being recorded that the percentage shareholding as proposed by the Contractor and set out in the BEE Plan are held by Black Persons.

The Contractor hereby warrants that it has established a BEE plan in the form set out in the Contractor's Black Economic Empowerment Plan (the "BEE Plan") and intended to meet its social obligations with respect to the government's BEE policy.

The Contractor shall for the duration of this Agreement comply with the BEE Plan.

The Contractor shall:

Monitor, audit, and record in an auditable manner, its own implementation and compliance with BEE Plan;

Provide Transnet Freight Rail with such information as Transnet Freight Rail may reasonably requests concerning the implementation by the BEE Plan.

If Transnet Freight Rail reasonably considers that the Contractor is not at any time complying with the BEE Plan then Transnet Freight Rail may make such recommendations, as Transnet Freight Rail considers reasonably appropriate to the Contractor as to the steps it considers should be taken by the Contractor in order for the Contractor to comply with the BEE Plan.

If the Contractor does not experiment such recommendations then Transnet Freight Rail may request a meeting with the Contractor to consider such non-compliance. The Parties shall attend such meeting. At such meeting the Parties shall agree whatever action plans and deliverables may be necessary such that once such action plans are implemented and deliverables delivered, the provisions of previous clauses will be complied with. The Contractor shall implement such action plans and deliver such deliverables.

If the Contractor fails to implement the action plans agreed to such failure by the Contractor shall constitute a material breach of contractor entitling Transnet Freight Rail to terminate the contract with immediate effect.

A.12 HEALTH AND SAFETY PLAN

The Contractor must draw up a Health and Safety Plan that will constitute as a guide for a safe working and a healthy environment for the Contractor and his/her employees.

This guide must be present on site on a daily basis for the duration of the Contract and it should be used during the Contractors morning safety discussion sessions before work starts with his/her employees.

The objective of the Health and Safety Plan is to comply with the terms and norms of the Occupational Health and Safety Act.

A.13 SITE MEETINGS

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

A.14 SITE BOOKS

The Contractor shall provide two 100 leaf Triplicate Books (Croxley JD222 or similar) to use as a **Site Instruction Book** and a **Site Diary** at the site as directed by the Technical Officer for the duration of the contract.

The site instruction book shall only be used by the Technical Officer or his/her deputy and will be used for the issuing of instructions to the Contractor.

The Contractor shall complete the daily diary and a stailed description of the work done shall be recorded on a daily basis.

The provision of a calculation book is required on site and daily entries of all operations are requested to be recorded in this book patther of these books shall be removed from the site without the permission of the Technical Officer or his/her deputy.

A.15 TEMPORARY CAMPS

No facilities are available at the mentioned work areas. The Contractor must arrange for all facilities needed, and these costs must be included in the tendered price. Contractors are not allowed to camp within Transnet rail reserve or within the various sections.

Any toilet facilities brought on the work site must comply with the E4B documentation of the Contract.

Under no circumstances is the Contractor or his/her personnel allowed on Transnet property after sun set or before sun rise at the various work sites.

A.16 <u>DELAYED DAMAGES</u>

If a Defect included in the Defects Certificate shows low performance with respect to a level stated in the Contract Data, the Contractor pays the amount of low performance damages in the amount of 60% of the prices rendered by the Contactor.

Transnet Freight Rail reserves the right to approach the Contractor with the second lowest price rendered to complete the works.

A.17 VELD FIRES

Under no circumstances may the Contractor or his/her employees make fires within Transnet property. Any fire which occurs as a result of the Contractor or his/her staff, the Contractor will be held fully responsible and accountable for the occurrence and damages there off. Any damages and costs for these damages will be for the account of Contractor at no charge to Transnet.

A.18 REACTION TIME

The Contractor will be available and punctual for callouts throughout the contract period.

After being ordered to be on site by the Technical Officer or his/her Deputy, the Contractor will start work within 48 hours (weekends included).

PART B: PROJECT SPECIFICATIONS

VEGETATION CONTROL
Part B

B.1 SCOPE

The scope of this contract covers the control of vegetation including: Tree felling operations and bushes clearing, herbicide usage, or any associated works, performed by the Contractor based on their contract term on Transnet property controlled by the Depot Engineer, Kimberley North

This part covers the techniques, types and required standards of workmanship, inspections, measurement sayment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.

The essence of the contract is that Transnet Freight Rail requires that vegetation to be controlled to a required standard as specified, for the duration of the contract period.

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

Failure to comply with the performance proposed by the Contractor in the contract period, the Contractor's tender may form the basis for non-payment for work done, pending the achievement of work and/or termination or cancellation of the contract.

B.2 DEFINITIONS

VEGETATION CONTROL

Control is achieved when;

• Woody plant material, i.e. trees, bushes, reeds and weeds must be cut back to a maximum height of 15 cm,

· All cut plant material is sprayed with the proper herbicide as registered for specific

plant species.

 Felled trees and bush material with diameter exceeding 150mm is cross cut into lengths of at least 1m sections. Cross cutting will take place immediately after the felling of a particular tree.

• All cut, dead or dry remains of any vegetation within the work area are removed where it will not constitute a danger to Transnet employee, or it must be removed to a site designated on Transnet property by the Technical Officer or his/her deputy,

No cut material falls over or is placed in neighbouring property.

Any plant or other material type be removed from the neighbouring property,

No plant or other type material is left on the boundary fence of Transnet.

- With regards to work lots as indicated in the Schedule of Service Fees and Cost, the clearing of all vegetation, trees and bushes within the area will be regarded as inclusive to that work lot. If for instance trees and shrubs (1m and higher than 8m) are found within the work area (lot), these species must be regarded as part of the vegetation that needs to be controlled and not separate from the work area. All plant species within the work lot (including grass species) must be cut back to the required height of 15 cm.
- All plant material overhanging in a work lot area must be removed or cut back.
- Under no circumstances may the felling of trees take place if the remote possibility exist that such trees, when felled, may endanger the safe passing of trains or could result in trains being delayed, or could cause damage to rail network infrastructure. In these cases the appropriate Transnet personnel must be present on site and sufficient precautions taken i.e. Flagmen must be stationed to warn and or stop approaching rail traffic and or electrical switching has taken place.

B.3 METHOD OF VEGETATION CONTROL

The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques and programming employed shall therefore be directed at this aim. The Contractor shall carry out immediate action to control growth in all instances where rapid and effective control is not achieved during any period of the contract.

Any deviation from the method of work submitted as by the Contractor shall be subject to the approval of the Technical Officer.

B.4 STANDARDS OF WORKMANSHIP

There must be no cut, dead, or dry remains of any vegetation within the work are, the use of a chipper is recommended.

The Contractor must ensure that no plant material fall into the neighbours property, if such instances occur, the Contractor must return to that work area to rectify the situation at no cost to Transnet.

The Contractor must employ safe and effective methods to ensure good, quality work.

B.5 PROGRAMME OF WORK

The Contractor shall undertake the planning and programming of the work covered in the contract as stipulated in the Schedule of Service Fees and Cost, when it is requested from the Technical Officer.

Transnet requires that the Contractor to be present on site to start work within 48 hours after been notified by the Technical Officer.

B.6 PERFORMANCE MONITORING AND EVALUATION

The Contractor shall at all times be responsible for supervision of the work and for followup inspections to monitor the work performed.

He/she shall immediately take appropriate remedial action in areas where the specified standard of work is not achieved.

For the duration of the contract period, revisits of the work areas must be employed in order to verify the successful administration of the tree felling. In the instance were regrowth had occurred, it will be the Contractor's responsibility to re-administer tree felling to obtain the necessary success. This will be done at the Contractor's own costs.

The Technical Officer or his/her deputy shall any time during the operation carry out inspections of the Contractor's performance methods and procedures.

B.7 SAFETY (GENERAL)

The contractor shall at all times have available on site at least one person who is competent in first aid, firefighting and fall protection.

Before any work is performed, the Contractor must have a safety talk (which is recorded in the Site Diary) with kis/her employees to ensure everyone's safety during the day.

The Contractor is reminded that working adjacent to railway lines is hazardous and has to be treated as such. Open fires are not allowed on site. Any fires that may occur should be distinguished immediately at own costs. Any claims due to fire caused by the Contractor will be for his own account.

The Contractor must ensure that no workers and equipment are on or within 3m of the railway line when a train approaches. The Contractor will provide all protection required for the safe working of his personnel.

All material, which exceeds 2 metres in length, shall be carried below head height near live high-voltage equipment. The utmost care must be taken to ensure that no part of material comes within 3 metres of any live high voltage equipment. The Contractor must also inform the people under his control not to use objects like sticks, poles, etc. to remove objects from high-voltage equipment. No water shall be used in the form of a jet if it can make contact with any high-voltage equipment.

Also see safety precautions for working adjacent to and over railway lines in the E7/1 Document. No work is permitted under life high voltage lines. The Contractor must

request that the Technical Officer arrange for the necessary occupation before work commences. Both the Contractor as well as the Transnet Freight Rail representative must sign the working permit before any work may commence under the high voltage line.

The Contractor must supply Transnet Freight Rail with a **risk assessment**, from which a **Safety plan** must be generated for this Project. The Contractor must adhere to this Safety Plan at all times.

Safe operating procedures (based on activities of the project) and fall protection plan for high risk trees must also be supplied.

B.8 INSURANCE OF WORKS

The Contractor shall take every precaution to protect the Works against damage of any nature.

The Contractor shall, for his/her interests, obtain insurance of the work site established: people, materials, plant, equipment and tools as well as insurance for his motor vehicles and the common law liabilities of the Contractor as an employer.

Transnet Freight Rail will arrange insurance for Public Liability at its own cost.

B.9 INSPECTION OF THE WORK

Inspection of the work will be done within 48 hours (depending on the area distance where the works was completed) and after the Contractor has notified the Technical Officer in writing that the work has been completed. If the work is found to be satisfactory, the Contractor will be paid for the item which was requested by the Technical Officer.

For the duration of this Contract, the Contractor is required to inspect the working process as well as remedial work.

B.10 REMEDIAL WORK

The Contractor shall carry out remedial work to all work where the standard of workmanship has not been achieved at no cost to Transnet Freight Rail.

The Technical Officer may, at any time after the inspection order the Contractor to carry out remedial action, which is to be done within 24 hours after being ordered.

Failing to commence with remedial work the Technical Officer may arrange for such action to be carried out by other Contractors at the cost of the responsible Contractor.

B.11 POLLUTION PREVENTION AND ENVIRONMENTAL AWARNESS

According to the Environmental Management System of Transnet Freight Rail, pollution must be prevented as far as possible and where pollution occurs due to the negligence of the Contractor, he\she will be responsible for corrective actions.

B.12 MEASUREMENT AND PAYMENT

On the successful completion of work lots on a monthly basis according to the work programme and after inspections held by the Contractor and the Technical Officer, the Contractor must submit a tax invoices for payment.

The tax invoice must be completed in ink and all the necessary information must be stipulated on the invoice.

The Technical Officer will there after certify the invoice and sign the work off.

Payment for items quoted as in the Schedule of Service Fees and Cost by the Contractor will be payable.

Payment can be expected within 30 days after the invoice date.

Schedule of Service Fees and Costs

	AREA/ITEM DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
1	POSTMANSBURG- GAMA-GARA	WORKLOT	124worklots = (62km)	R 	R	
					Subtotal:	
					Vat:	
					Total:	

Work lot = 500m in length by 5m width = 2500 square meters

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