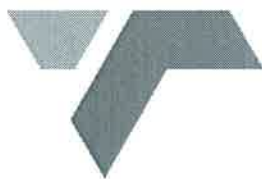


TRANSNET



NEC3 Engineering & Construction Contract (ECC3)

Transnet SOC Ltd

(REGISTRATION NO.1996/000 00/30)

trading as

Transnet Freight Rail

RFP No. SIC15011CIDB

REHABILITATION OF KASERNE ROAD

Issue Date : Tuesday, 11 AUGUST 2015
Briefing Session : Thursday, 20 AUGUST 2015
Closing Date : Tuesday, 08 SEPTEMBER 2015

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PART T 1: Tendering Procedures

"PREVIEW COPY ONLY"

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFP No SIC15011CIDB

1. PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, **Respondent** or **Bidder**] for the **REHABILITATION OF KASERNE ROAD**

Tenderers should have a CIDB contractor grading designation of **4CE**. Potentially emerging enterprises (**3CEPE**) or higher. Only Tenderers, who are registered with the CIDB, are eligible to submit tenders.

On or after 11 August 2015, the RFP documents may be inspected at, and are obtainable from the office of the Secretariat, Transnet Freight Rail, Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown. The Tender document is for **FREE**.

NOTE –

- The Tender document is for **FREE**

RFP documents will only be available for collection between 08:00 and 15:00 from **11 August 2015** until **Wednesday 19 August 2015**. Therefore payment must be effected prior to the deadline for collection.

N.B: Pursuant to note (b) above, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP documents.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

Queries relating to the administrative issues of these documents may be addressed to:

Ms. Caroline Moerane

Tel No. 011 584 0623

E mail: Caroline.moerane@transnet.net

or

Mrs. Sarah Assegaai

Tel. No. 011 584 0668

E-mail: Sarah.assegaai@transnet.net

2. FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at: **MARITZBURG gate, Corner MARITZBURG Road and Droste Crecent on Thursday, 20 August 2015**, starting at 10h30.
(Followed by a compulsory site visit at the same area and details to be given at briefing meeting)
(Respondents to provide own transportation and accommodation) [Respondents to provide own transportation and accommodation].

- A Certificate of Attendance must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.
- Transnet will not be held responsible if any Bidder who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.

- c) Respondents failing to attend the compulsory RFP briefing will be disqualified.
- d) Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
- e) The briefing session will start punctually at **10h30** and information will not be repeated for the benefit of Respondents arriving late.

This tender closes punctually at 10:00 hrs on Tuesday, 08 September 2015.

If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.

The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.

Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions should not be made by the respondents to RFP documents. Any alterations must be initialed by the person who signs the Bid Documents.

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, Telephonic, Facsimile, E-mail and late tenders will not be accepted.

Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

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

Compliance of tender(s) with Transnet's requirements is the sole responsibility of the tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet SOC Ltd 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

3. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

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

Transnet would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly.

The Department of Trade and Industry [DTI] is currently in the process of reviewing the B-BBEE Codes of Good Practice [Code Series 000]. Transnet reserves the right to amend this RFP in line with such reviews and/or amendments once they have come into effect. Transnet furthermore reserves the right to adjust the thresholds and evaluation processes to be aligned with such changes which may be issued by the DTI after the issue date of this RFP.

3.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R 1,000,000.00. However, if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R 1,000,000.00, the RFP will be cancelled.
- The 90/10 preference point system applies where the acquisition of the Services will exceed R 1,000,000.00. However, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R 1,000,000.00, the RFP will be cancelled.

The **90/10** preference point system is applicable to this RFP.

When Transnet invites prospective service providers to submit proposals for its various expenditure programmes, it requires Respondents [*Large Enterprises and QSE's - see below*] to have their B-BBEE status verified in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. Valid B-BBEE Verification Certificates must be issued by:

- a) Verification Agencies accredited by the South African National Accreditation System [**SANAS**]; or
- b) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

Enterprises will be rated by Verification Agencies or Registered Auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice, any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

Automatic rating of B-BBEE Level 4 irrespective of race or ownership

Black¹ ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate [which may be in the form of a letter] from an auditor, accounting officer or a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, Black ownership / Black female ownership and B-BBEE status level.

Respondents are required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a certificate in respect of EMEs].

In this RFP, Transnet will accordingly allocate a maximum of **10 [Ten] points** in accordance with the **90/10** preference point system prescribed in the Preferential Procurement Policy

¹ **Black** means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating.

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

Turnover: Kindly indicate your entity's annual turnover for the past year:

R _____

All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto.

3.2 B-BBEE Joint Ventures, Consortiums and/or Subcontractors

In addition to the above, Respondents who would wish to enter into a Joint Venture [JV] or consortium with, or subcontract portions of the contract to, B-BBEE entities, must state in their RFPs the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business.

A valid B-BBEE Verification Certificate in respect of such B-BBEE JV or consortium partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP Bid to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto.

(a) JVs or Consortiums

If contemplating a JV or consortium, Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

(i) Incorporated JVs/Consortiums

As part of an incorporated JV/consortium's Bid response, the incorporated JV/consortium must submit a valid B-BBEE Verification Certificate in its registered name.

(ii) Unincorporated JVs/Consortiums

As part of an unincorporated JV/consortium's tendered response, the unincorporated JV/consortium must submit a consolidated B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFP in particular.

N.B. Failure to submit a B-BBEE certificate in respect of the JV or Consortium, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

(b) Subcontracting

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

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.

3.3 B-BBEE Registration

In addition to the Verification Certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>.

4. COMMUNICATION

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

4.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted before **12:00 on Friday, 04 September 2015**, substantially in the form set out hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the correct contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

4.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Freight Rail Acquisition Council, at telephone no. 011 544 9486 on any matter relating to its RFP Proposal.

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

5. INSTRUCTIONS FOR COMPLETING THE RFP

5.1 Sign one set of original documents. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be an exact copy of the original signed Proposal.

5.2 Both sets of documents are to be submitted to the address specified in Tender Data.

5.3 All returnable documents tabled in the Proposal Form must be returned with your Proposal.

6. COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

7. ADDITIONAL NOTES

- 7.1 Changes by the Respondent to its submission will not be considered after the closing date.
- 7.2 The person or persons signing the Proposal must be legally authorised by the Respondent to do so. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- 7.3 Bidders who fail to submit a duly completed and signed RFP Declaration Form will not be considered.
- 7.4 Transnet will not do business with companies involved in B-BBEE fronting practices.
- 7.5 Transnet may wish to visit the Respondent's place of business during this RFP process.
- 7.6 Transnet reserves the right to undertake post-tender negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.
- 7.7 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED
REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED**

8. DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 8.1 Modify the RFP's Services and request Respondents to re-bid on any such changes;
- 8.2 Reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 8.3 Disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 8.4 Not necessarily accept the lowest priced Proposal or an alternative bid;
- 8.5 Reject all Proposals, if it so decides;
- 8.6 Withdraw the RFP on good cause shown;
- 8.7 Award a contract in connection with this Proposal at any time after the RFP's closing date;
- 8.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 8.9 Split the award of the contract between more than one Service Provider; or
- 8.10 Make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

9. LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

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

"PREVIEW COPY ONLY"

TRANSNET



delivering on our commitment *to you*

Suppliers Code of Conduct

"PREVIEW COPY ONLY"



Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- » Transnet Procurement Policy - A guide for tenderers;
- » Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- » The Public Finance Management Act (PFMA);
- » The Broad Based Black Economic Empowerment Act (BBBEE); and
- » The Anti-Corruption Act.

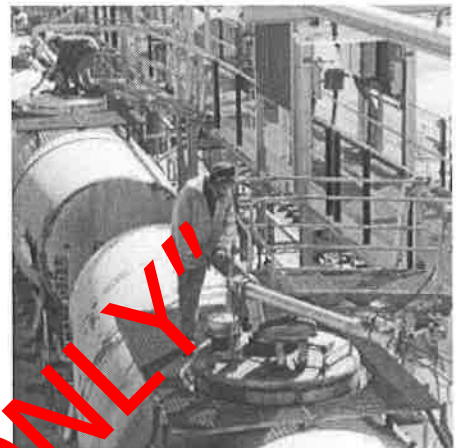
This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- » Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.



- » Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.
- » There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts: 0800 03 056.

Transnet is firmly committed to free and competitive enterprise.

- » Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- » Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- » Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflict of Interest

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

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



Show that you support good business practice by logging onto
www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056

Part T1.2: Tender Data

PART T1: TENDERING PROCEDURES

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer is Transnet Limited trading as Transnet Freight Rail

F.1.2 The tender documents issued by the employer comprise:

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Forms of Security

C1.4 Adjudicator's Appointment

Part C2: Pricing data

C2.1 Pricing instructions

C2.2 Specific Preliminaries

C2.2 Bill of Quantities

Part C3: Scope of work

C3 Scope of work

Part C4: Site information

C4 Site information & Drawings, Insurances

F.1.3 The employer's agent is:

Name : Mr. Viwe Mshuqwana

Address : 101 Loveday Street

: Johannesburg

F.2.1.1 The following Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or lower are eligible to submit tenders:

- a) Contractors who have a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CE class of construction work; and
- b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:

- 1) the Employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the CE class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work.

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

Confirmation of attendance to be notified at least one full working day in advance to:

Name : **Caroline Moerane**

Tel : **011 584 0626**

E-mail : **Caroline.moerane@transnet.net**

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.1.2 If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions.

Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. No alternative tender offers will be considered.

- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus **one** copy.
- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

If delivered by hand, to be deposited in the Transnet Freight Rail Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

The Chairperson
Transnet Freight Rail Acquisition Council
Inyanda House 1
21 Wellington Road
Parktown
Johannesburg
2001

It should also be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week. The measurements of the "tender slot" are 500mm long x 100mm wide, and Tenderers must please ensure that tender documents/files are not larger than the above dimensions. Tenders, which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes each addressed as above.

If dispatched by courier, the envelope must also be addressed as above and delivered to the office of the Secretariat, Transnet Freight Rail Acquisition Council and a signature obtained from that office.

Identification details

Tenders must be submitted before the closing hour on the date as shown in F2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

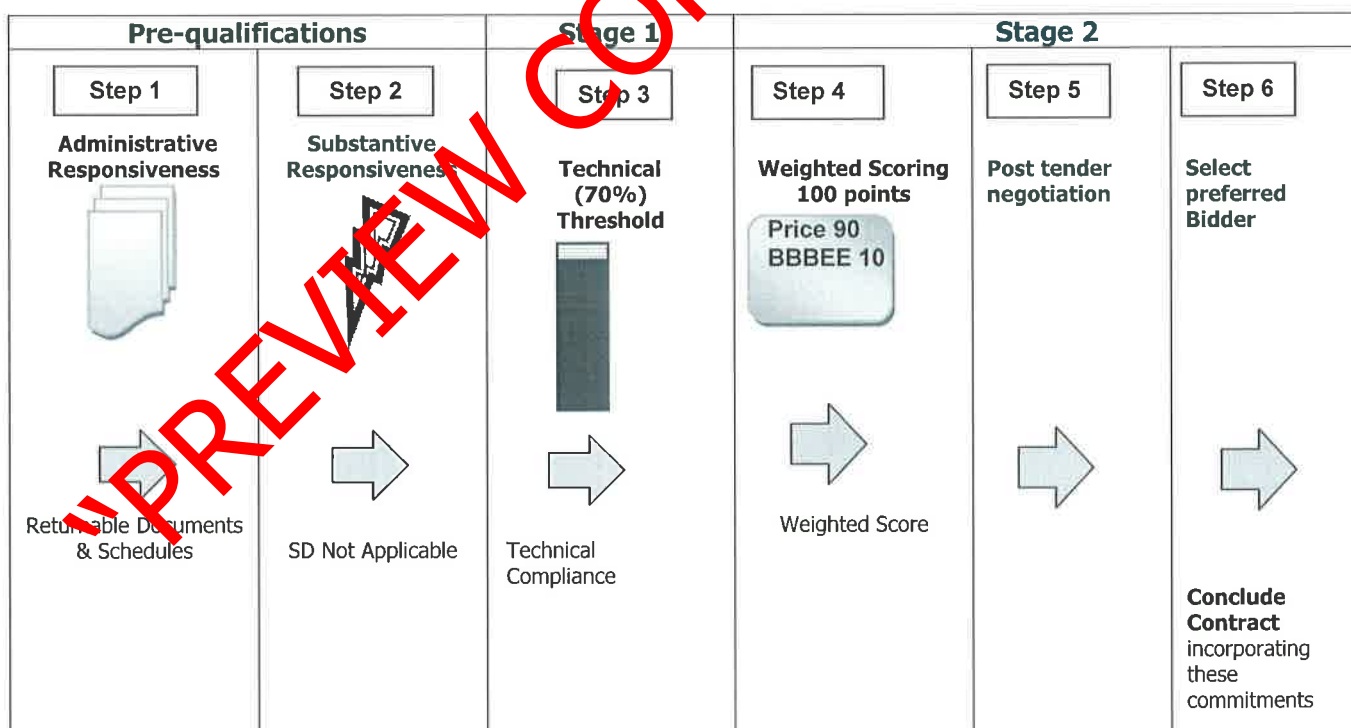
- (a) Tender No:
- (b) Description of work:
- (c) Closing date of tender:
- (d) Closing Address:

All envelopes must reflect the return address of the Respondent on the reverse side.

- F.2.13.6 **A two-envelope procedure will not be followed.**

- F.2.15 The closing time for submission of tender offers is **as stated in the Tender Notice and Invitation to Tender.**
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is **12 weeks**
- F.2.19 Access shall be provided for inspections, tests and analysis:
All sites as stated in the Scope of Work (Description of the Work)
- F.2.23 The Tenderer is required to submit the following certificates with his tender:
1.) An original valid Tax Clearance Certificate issued by the South African Revenue Services.
2.) BBBEE evaluation certificate done by an accredited company.
3.) Where a Tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.
- F.3.4 The time and location for opening of the tender offer are:
Time 10:00 on the closing date of tender.
Location: Table G66 & 69, West Wing, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg

F.3.11.1 EVALUATION CRITERIA



Pre-Qualification

Step 1: Administrative Responsiveness: All Returnable Documents/Schedules provided: Mandatory and Essential. Mandatory: Compliance to Specifications (Completed Bill of Quantities); Acknowledgement and response to all Addenda and Briefing/Site Minutes).

Step 2: Substantive Responsiveness: All Mandatory documents complete, Compliance to Specifications (Completed Bill of Quantities), correct and acceptable response to any clarification on Essential.

Stage 3: Technical Evaluation Criteria:

Test minimum threshold of **70%** for Technical (Quality) Criteria:

(Points are NOT carried over to Stage 4)

TECHNICAL DESCRIPTION	WEIGHT	EFFECTIVE WEIGHT
CATEGORY: TECHNICAL / PRACTICAL	100%	
<ul style="list-style-type: none"> Approach paper which responds to the scope of works and outlines proposed methodology and work plan complete with time frames. ➤ Compliance to Specifications (Completed Bill of Quantities) ➤ Technical approach (Method Statement) ➤ Work plan with time frames(schedule) (Gantt Chart / Level 2 Program) 		50%
<ul style="list-style-type: none"> Organization and Staffing (Organogram indicating positions relevant to the project and Curriculum Vitae including certified qualifications) 		10%
<ul style="list-style-type: none"> Comparable projects (References / Track Record)(Subject to verification) 		20%
<ul style="list-style-type: none"> Health and Safety Compliance (Part T2.2 TFR Tender Safety clauses and Questionnaire of tender document) 		10%
<ul style="list-style-type: none"> Comprehensive Environmental Management Plan / Risk Register/ Business Continuity Plan 		10%
TOTAL		100%

Min threshold for Stage 3 must be met to progress to Stage Four for final evaluation.

Transnet reserves the right to lower the threshold for Technical to 60% [Sixty percent] if no Bidders pass the predetermined minimum threshold or if only one bidder passes the threshold. This right will be exercised in Transnet's sole discretion.

PHASE 2

Stage 4: Financial offer and Reference

The procedure for the evaluation of responsive tenders is Method 2

The score for financial offer is calculated using Formula 2 (option 1) of SANS 294,

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

$$NFO = W1 \times A$$

Where: **NFO** is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Up to 100 minus T_{EV} tender evaluation points will be awarded to Tenders for SD.

Description of quality criteria and sub criteria			Max no of points
Commercial	Competitive Pricing	100	90
BBBEE	Points scored	100	10
Total evaluation points			100

F.3.13.1 Tender offers will only be accepted if:

- a) The Tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.
- b) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- d) The Tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

The additional conditions of tender are:

1. The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *works* and of the prices stated in the priced Bill of Quantities in the *works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.
2. ***The tenders shall be completed in black ink only.***

Part T2: Returnable Documents/ Schedules

"PREVIEW COPY ONLY"

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1. Returnable Schedules required for tender evaluation purposes

No.	Returnable schedules
1	Certificate of Attendance at Clarification Meeting
2	Schedule of Tenderer's Experience
3	Schedule of Subcontractors
4	Schedule of Plant and Equipment
5	Labour payment schedule
6	Record of Addenda to Tender Documents
7	Compulsory Enterprise Questionnaire
8	Curriculum vitae of key personnel
9	Proposed amendments and qualification
10	Certificate of authority for joint ventures (where applicable)
11	Supplier Declaration Form V7.4
12	RFP Declaration Form
13	Supplier Code of Conduct Declaration
14	Bond - Retention Percentage Choice
15	Appendix (V) - Non-Disclosure Agreement
16	BBBEE Preference Points Claim Form
17	Certificate of Acquaintance with RFP Documents
18	Declaration of Supplier Development Commitments- N/A
19	Breach of Law Form
20	RFP Clarification Form
21	SHEQ Plan Guideline <i>(for information)</i>
22	Risk Management Guideline
23	Project Management Resources/Capacity- Proposed Organization and Staffing including quantity of personnel to be trained in aspects of safety e.g. Electrician, Civil Engineering, Security Officer and Supervisor etc.

2. Other documents required for tender evaluation purposes

No.	Returnable Documents
3	Form of Intent to provide performance bond
4	Certificate of Authority for Signatory (Resolution by Board)
5	Letter of Good Standing with the Compensation Commissioner
10	Certified Copy of Financial Statements (for the past 3years) including Balance sheets
11	Certified Copy of Share Certificates CK1 & CK2
12	Certified Copy of Certificate of Incorporation and CM29 and CM9
13	Certified Copies of Identity Documents of Shareholders/Directors/Members (where applicable)
14	Cancelled Cheque
15	Original current Tax Clearance Certificate (Certified in it's a copy)
16	Original VAT Registration Certificate
17	BBBEE evaluation Certificate
18	CIDB Registration Certificate

3. Other documents required for tender evaluation purposes

1	Form of Offer and Acceptance
2	Acknowledgement and response to all Addenda and Briefing/Site Minutes.
3	Technical submission
4	Quality Assurance Plan
5	Approach paper and work plan (Program and Method statements)
6	Proposed organisation and staffing
7	Contractual Safety Clauses and Questionnaire
8	Safety Plan and Fall protection plan in accordance with the Construction Regulations of 2003 and Transnet's E4E. ➤ (See SHEQ Plan Guidelines)
9	Comprehensive: <ul style="list-style-type: none"> • Environmental Management Plan. • Risk Register. Risk register to cover identified risks associated with this project and accompanying risk mitigation measures. • Business Continuity Plan. ➤ (See Risk Management Guidelines)
10	C1.2 Contract Data (Part 1 and 2)
11	C2.2 Price List

T2.2 RETURNABLE SCHEDULES

1.	Certificate of Attendance at Clarification meeting
2.	Schedule of the Tenderer's Experience
3.	Schedule of Subcontractors
4.	Schedule of Plant and Equipment (Tools)
5.	Labour Payment Schedule
6.	Record of addenda to Tender Document
7.	Compulsory Enterprise Questionnaire
8.	CV of key personnel.
9.	Proposed Amendments and Qualifications
10.	Certificate of Authority for joint ventures
11.	Supplier Declaration Form (version 7.4)
12.	RFP Declaration Form
13.	Supplier Code of Conduct Declaration

Certificate of Attendance at Clarification Meeting

This is to certify that

_____ (Tenderer)
of _____ (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at _____ (location) on _____ (date), starting at _____. We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of Company representative(s) attending the **clarification meeting**:

Name: _____ Signature _____

Capacity: _____

Attendance of the above persons at the **clarification meeting** is confirmed by the Employer's representative:

Name: _____ Signature _____

Capacity: _____ Date and time _____

Particulars of Company representative(s) attending the **Parrkhill site meeting**:

Name: _____ Signature _____

Capacity: _____

Attendance of the above persons at the **clarification meeting** is confirmed by the Employer's representative:

Name: _____ Signature _____

Capacity: _____ Date and time _____

Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself/ourselves:

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

Schedule of Plant and Equipment

The following are lists of major items of relevant Equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major Equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major Equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

TRANSNET SOC LTD
(REGISTRATION No. 1990/000900/30)
TRADING AS TRANSNET FREIGHT RAIL

LABOUR PAYMENT SCHEDULE

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

DAY LABOUR (IF REQUIRED)

Skilled Hour _____
Unskilled Hour _____
Labourer Hour _____
Driver/Operator Hour _____
% Profit on Material _____

TRANSPORT AND MACHINERY

1. Light vehicle up to 1 ton
2. 5 Ton vehicle
3. 10 Ton vehicle with crane
4. Crane
5. Scaffolding
6. Generator
7. Other equipment:

RUNNING

R _____ /hr
R _____ /hr
R _____ /hr
R _____ /hr
R _____ /hr
R _____ /hr

STANDING

R _____ /hr
R _____ /hr
R _____ /hr
R _____ /hr
R _____ /hr
R _____ /hr

8. Full details of any other charges:

TENDERER: _____

DATE: _____

Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

"PREVIEW COPY ONLY"

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

REHABILITATION OF KASERNE ROAD
Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name

Curriculum Vitae of Key Personnel

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current Position:	Years with the firm:
Employment record: (list in chronological order starting with earliest work experience)	
A. Experience record pertinent to required service	
Certification:	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
<hr/> [Signature of person named in schedule]	<hr/> Date

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

"PREVIEW COPY ONLY"

Signed

Date

Name

Position

Tenderer



Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

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

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
 NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
 NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,

Transnet Vendor/Supplier Management [please substitute this with your relevant Transnet department before sending this document out]



Supplier Declaration Form

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

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.



2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2	What is your company's annual turnover (excluding VAT)? *									
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R5m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m	

2.3	Where are your operating/distribution centres situated *		

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(* - Minimum requirements)

3.1	Did the firm previously operate under another name? *		
YES		NO	
3.2	If Yes state its previous name:*		
Registered Name			
Trading Name			


3.3 Who were its previous owners / partners / directors?*

SURNAME & INITIALS	ID NUMBERS

3.4 List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *

SURNAME & INITIALS	IDENTITY NUMBER	CITIZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

3.5 List details of current directors, officers, chairman, secretary etc. of the firm: *

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6 List details of firms personnel who have an ownership interest in another firm: *

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (* - Minimum requirements)

4.1 How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						



4.1.1	In terms of above kindly provide numbers on women and disabled personnel? *					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2	Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *			
	SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1	Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?		
YES		NO	

4.2.2	Is your company a recipient of Enterprise Development Contributions?*		
YES		NO	

4.2.3	May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *		
YES		NO	

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *		
YES		NO	

4.2.5	If yes (above) kindly provide the following information:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7	Are any of your members/shareholders/directors ex employees of Transnet?		
YES		NO	

4.2.8	Are any of your family members employees of Transnet?		
YES		NO	

4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM



Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department

TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency			
Extend		Delete		Undele							

Supplier's trading name											
Supplier's registered name											
Please indicate if the Supplier has a contract with sourcing Transnet OD										Yes	No
If yes please submit a copy of the letter of award											

a) What is being procured from the supplier?

i. Products only	Yes	No
ii. Services only	Yes	No
iii. Labour only	Yes	No
iv. Mix of services and products	Yes	No
v. Mix of services and labour	Yes	No

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive / decision on tax withholding from payments to this supplier.

Yes	No
-----	----

c) If your reply to (b) is "NO", please furnish reasons :

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/UNBLOCKING/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
---------	--	-----	--

Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)

NARROW BASED (NB)					BROADBASED (BBBEE)									
BEE O/S	BWBE	DPBE	MR		CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m		LARGE: >R35m	VALIDITY DATE				
Name				Grade		Date				Signature				
						Y	Y	Y	Y	M	M	D	D	
						Y	Y	Y	Y	M	M	D	D	

RFP DECLARATION FORM

RFP for the REHABILITATION OF KASERNE ROAD

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions (as applicable) which were submitted by ourselves for bid clarification purpose;
2. We have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. We are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. Furthermore, we declare that a family, business and/or social relationship exists / does not exist (delete as applicable) between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet Group.
6. If such a relationship exists, respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

7. 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.
8. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Respondents" overleaf).
9. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFP's exceeding R 5,000,000.00 (five million S.A. Rands) in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R 5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

Supplier Code of Conduct Declaration

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

of _____ (insert name of Company)

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

Signed this on day _____ at _____

Signature _____

Safety Plan and Fall Protection Plan

The tenderer shall attach to this page the tenderer's Safety Plan and Fall protection plan in accordance with the Construction Regulations of 2003 and Transnet's E4E specifications attached to this tender document.

"PREVIEW COPY ONLY"

Comprehensive Environmental Management Plan

The tenderer shall attach to this page the tenderer's Environmental Management plan in accordance with the Construction Regulations of 2003, National Environment Management Act, 107/1998, Environmental Conservation Act, 73/1998 and National Water Act, 36/1998.

The Environmental Management plan shall be inclusive of a Comprehensive Risk Register and Business Continuity Plan. Comprehensive Risk Register shall cover identified risks associated with this project and accompanying risk mitigation measures.

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RESOLUTION

Project Reference:

Resolution of the Board of Directors of

Held at

on the

day of

20_____.

THAT

in his capacity as a Director of the

Company,

is hereby authorised to sign contract

and other documents on behalf of the Company in all matters relating to this application.

Certified a True Copy

Signed:

Director

(who by his signature warrants that he is
authorised hereto on behalf of the company)

NOTE:

Should this not be applicable, then the applicant will be required to submit a resolution similar to the above authorising the signatory to bind the response to the tender document.

LETTER OF GOOD STANDING

The tenderer shall attach to this page a valid letter of good standing from the Compensation Commissioner.

"PREVIEW COPY ONLY"

QUALITY ASSURANCE PLAN

The tenderer shall attach to this page the tenderer's quality management plan required to execute and complete the contract to an acceptable Quality Standards. The tenderer's quality plan should include but not limited to the following to demonstrate the ability to manage the quality of work on site:

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

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APPROACH PAPER AND WORK PLAN

The tenderer, in addition to the general methodology for the project, shall attach to this page the tenderer's detailed method statement for the project which responds to the scope of work and outlines the proposed methodology including that related to the programme, technical approach and construction sequence, plant and equipment schedule, understanding of the project objective and Cashflow, Health and Safety, Quality and Environmental.

"PREVIEW COPY ONLY"

PROPOSED PROJECT ORGANOGRAM AND STAFFING

The tenderer shall attach to this page the tenderer's proposed project organogram indicating the resource allocation hierarchy for all stages of the construction project. The organogram should consist of resources allocated specifically to the project and not general company organogram.

"PREVIEW COPY ONLY"

STATEMENT OF COMPLIANCE WITH THE REQUIREMENTS OF THE SCOPE OF WORK

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

of _____ (insert name of Company)

hereby acknowledges having read, understood and agree to the requirements of the
scope of work described in this tender document and at the compulsory tender briefing
meeting.

Signed this on day _____ at _____

Signature

FINANCIAL STATEMENTS

The tenderer is required to attach a set of abridged audited financial statements for the last 3 (three) years under this section.

In the event that the financial statements for the last financial year only has not been audited, the tenderer is required to submit the management accounts of the last financial year and the current financial year to date records.

"PREVIEW COPY ONLY"

SHARE CERTIFICATES

The tenderer is required to attach certified copy of the tenderer's share certificates (CK1 & CK2), if applicable, under this section.

"PREVIEW COPY ONLY"

CERTIFICATE OF INCORPORATION

The tenderer is required to attach certified copy of the applicant's Certificate of Incorporation (CM29 & CM9), if applicable, under this section.

"PREVIEW COPY ONLY"

IDENTITY DOCUMENTS

The tenderer is required to attach legible certified copies of the Identity Documents of the tenderer's Shareholders, Directors and Members, where applicable, under this section.

"PREVIEW COPY ONLY"

CANCELLED CHEQUE

The tenderer is required to attach a copy of the tenderer's cancelled cheque, under this section.

"PREVIEW COPY ONLY"

ORIGINAL TAX CLEARANCE CERTIFICATE

IT IS A CONDITION OF BIDDING THAT:

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six to twelve (6 - 12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. **Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.**
3. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate valid Tax Clearance Certificate.
4. In case of Foreign Bidders they can contact South African Receiver of Revenue (SARS) to obtain the Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificate are available at Receiver's office

Application for Tax Clearance Certificate
(IN RESPECT OF BIDDERS)

- Date: 20...../...../.....

VAT REGISTRATION CERTIFICATE

The tenderer is required to attach a valid original copy of the tenderer's VAT registration Certificate, under this section.

"PREVIEW COPY ONLY"

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE) CERTIFICATE

The tenderer shall attach to this page a copy of the tenderer's BBBEE evaluation certificate. Only certificates issued by an Accreditation Agency approved by SANAS (the South African National Accreditation Systems) will be valid.

"PREVIEW COPY ONLY"

DETAILED CONSTRUCTION PROGRAM

The tenderer is required to provide a detailed construction program, under this section, which provides the detail that would indicate the order and timing of activities required to execute the works in terms of the Works Information and within the required timeframe as per the indicative program included in this tender document. The program may take into account, but not limited to, the following:

- Start Dates, access dates, key dates, completion dates
- Provision for float, risk allowances, health and safety requirements
- Provide a resource histogram
- Demonstrate how the contractor will meet the above dates
- Written method statement backing up the program.

"PREVIEW COPY ONLY"

RFP FOR THE REHABILITATION OF KASERNE ROAD FOR A PERIOD OF 3 MONTHS

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

2. GENERAL DEFINITIONS

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

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

- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 3.7 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 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 3.8 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice

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

- 3.9 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 3.10 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.
- 3.11 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 3.12 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.
- 3.13 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.
- 3.14 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.
- 3.15 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 3.16 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.

- 3.17 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

4. B-BBEE STATUS AND SUBCONTRACTING

- 4.1 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 10 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 sworn affidavit in the case of an EME or QSE.

4.2 Subcontracting:

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

If YES, indicate:

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

4.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....

- (iv) Type of Company / Firm
- ☐ Partnership/Joint Venture/Consortium
 - ☐ One person business/sole propriety
 - ☐ Close Corporations
 - ☐ Company (Pty) Ltd
- [TICK APPLICABLE BOX]

- (v) Describe Principal Business Activities

.....

.....

.....

.....

.....

- (vi) Company Classification
- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional Service Provider
 - ☐ Other Service Provider, e.g. Transporter, etc.
- [TICK APPLICABLE BOX]

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

BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

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RFP FOR THE KARZENE (CONTAINER TERMINAL): CONSTRUCTION OF REINFORCED CONCRETE & HOT ASPHALT PAVEMENT FOR A PERIOD OF 3 MONTHS

SUPPLIER DEVELOPMENT INITIATIVES

1.1 Aim and Objectives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and an inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP]¹ and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa. Transnet fully endorses and supports Government's New Growth Path policy.

The key focuses of the NGP include:

- increasing employment intensity of the economy
- addressing competitiveness
- balancing spatial development of rural areas and poorer provinces
- reducing the carbon intensity of the economy
- creating opportunities in improving regional and global cooperation
- enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, youth and women

Transnet, as a State-Owned Company [SOC], plays an important role to ensure these objectives are achieved. Therefore, the purchasing of goods and services needs to be aligned to Government's objectives for developing and transforming the local supply base. Transnet's mission is to transform its supplier base by engaging in targeted supplier development initiatives to support localisation and industrialisation whilst providing meaningful opportunities for Black¹ South Africans with a particular emphasis on:

- Youth [16 to 35 year olds]
- Black women
- People with disabilities
- Small businesses
- Rural integration

¹ "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

1.2 Supplier Development [SD]

To facilitate the implementation of Supplier Development initiatives, Transnet has adapted an existing framework from the Department of Public Enterprises [DPE]. This framework allows for a basic set of principles to be applied to appropriately targeted SD initiatives. Supplier development initiatives aim to build local Service Providers who are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity Supplier Development Classification Matrix [IC³ Matrix]. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC³ Matrix. This RFP has been identified as strategic, involving high commercial leverage and high value.

As a prequalification criterion to participate in this bid, Respondents are required to provide a commitment that the monetary value of all SD initiatives to be undertaken by them will not be less than 10% [ten percent] of the contract value.

Accordingly, Respondents are required to provide a commitment of the Supplier Development initiative they will undertake during the contract period in the **Supplier Development Value Summary**. In addition, Transnet requires that all Respondents submit a **Supplier Development Plan** demonstrating how they will discharge their commitments made in the Supplier Development Value Summary. The contract which will be concluded with the successful bidder will incorporate the SD undertakings made in the abovementioned documents as a term of the contract.

- a) For a detailed understanding of the IC³ Matrix, the respective SD initiatives and their objectives, please refer to the "Supplier Development Guidelines" appended hereto as **Appendix (iv)**. This document must be used as a guideline to complete the SD Plan.
- b) The following Supplier Development [SD] focus areas have been identified, namely:

Category	Description
Job Preservation	Number of jobs preserved resulting from the award of contract
Enterprise and Supplier Development	Encouragement for growth and the expansion of emerging local firms, through procurement and support mechanisms
Rural Integration and Regional Development	Incorporation of the use of rural labour and regional businesses which will contribute to NGP objectives

- c) The **Supplier Development Plan** is to be submitted as a separate document, developed in line with the criteria set out in the **Supplier Development Value Summary**. The Supplier Development Plan is a detailed narrative document explaining the Respondent's Bid value as summarised in the Supplier Development Value Summary. The SD Plan should

outline the type of activities you intend to embark upon should you be awarded the contract. This SD Plan should also provide an overview of what you intend to achieve, when, and the mechanisms whereby you will achieve those objectives. The SD Value Summary and SD Plan will represent a binding commitment on the part of the successful Respondent.

Annexure must be completed, indicating by cross-reference the detailed areas which have been addressed in your SD Plan for each of the evaluation criteria listed in paragraph 1.2 (b) above, together with the Value Indicators thereof.

Notes for completion of the SD Plan:

- (i) Respondents are required to address each of the aspects under the detailed SD Description as a minimum for submission. This is not an exhaustive list however, and Respondents must not be limited to these choices when compiling each section.
- (ii) Please provide detailed calculations to illustrate how your estimated Rand values have been derived.
- (iii) Respondents are required to provide an electronic copy [CD] of the completed Annexure..... as part of the SD Plan submission.

1.3 Additional contractual requirements

Should a contract be awarded through this RFP process, the successful Respondent(s) [hereinafter referred to as **the Service Provider**] will be contractually committed, *inter alia*, to the following conditions:

- a) The Service Provider will be required to submit a **Supplier Development Implementation Plan** within 45 [forty-five] days from the signature date of a Letter of Intent [LOI]. This Implementation Plan represents additional detail in relation to the SD Plan providing an explicit breakdown of the nature, extent, timelines and monetary value of the SD commitments which the Service Provider proposes to undertake and deliver during the term of the contract. Specific milestones, timelines and targets will be recorded to ensure that the Implementation Plan is in line with Transnet's SD objectives and that implementation thereof is completed within the term of the contract.
- b) The Implementation Plan may require certain additions or updates to the initial SD Plan in order to ensure that Transnet is satisfied that development objectives will be met.

- c) The Service Provider will need to ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the Service Provider's compliance with its stated SD commitments.
- d) The Service Provider will be required to provide:
- (i) monthly status updates to Transnet for each SD initiative. [Detailed requirements will be provided by Transnet];
 - (ii) quarterly status reports for Transnet and the DPE. [Detailed reporting requirements will be provided by Transnet]; and
 - (iii) a final Supplier Development report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all SD components plus auditable confirmation of the total value contribution associated with each such SD commitment.
- e) All information provided by the Service Provider in order to measure its progress against its stated targets will be auditable.
- f) The Service Provider will be required to submit this Implementation Plan to Transnet in writing, within 45 [forty-five] days after signature of a Letter of Intent [LOI], where after both parties must reach an agreement [signed by both parties] within 20 [twenty] days. Transnet will reserve the right to reduce or increase the number of days in which the Service Provider must submit its Implementation Plan if it is deemed reasonable, based on the degree of complexity of the SD initiative.
- g) The contract will be conditional on agreement being reached by the parties on the Implementation Plan submitted by the Service Provider. Therefore failure to submit or thereafter to agree to the Implementation Plan within the stipulated timelines will result in the non-award of such a contract or termination thereof.
- h) Failure to adhere to the milestones and targets defined in an Implementation Plan may result in the invocation of financial penalties, to be determined at Transnet's discretion, as well as providing Transnet cause to terminate the contract in certain cases where material milestones are not being achieved.

1.4 Supplier Development Returnable Documents

Attached herewith is the following documentation:

- **Declaration of Supplier Development Commitments –[mandatory]**
- **SD Plan – [essential]**

- **SD Value Summary –[mandatory**

Respondents are to note whether the abovementioned documents are listed as mandatory or essential returnable documents in Part T2 to this RFP as failure to submit, or to submit an incomplete mandatory returnable document will result in disqualification of your Proposal. Failure to submit an essential returnable document may result in disqualification of your Proposal.

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**RFP FOR THE KARZENE (CONTAINER TERMINAL): CONSTRUCTION OF REINFORCED
CONCRETE & HOT ASPHALT PAVEMENT FOR A PERIOD OF 3 MONTHS**

DECLARATION OF SUPPLIER DEVELOPMENT COMMITMENTS

I/We

hereby **agree/do not agree** to commit that not less than 10% of the contract value will be spent cumulatively on Supplier Development Initiatives. This pre-qualification criterion must be discharged against the following Supplier Development categories as outlined in the Supplier Development Value Summary.

- Job Preservation
- Enterprise and Supplier Development
- Rural / regional integration

I/We do hereby certify that the Supplier Development commitments made in relation to this RFP are solely in relation to this transaction and are not duplicated in relation to any other contracts that I/we have secured with any other organ of state including other State Owned Companies.

Furthermore, I/we do hereby declare that this undertaking also applies to any other contracts that I may have secured with Transnet including other Transnet Operating Divisions/Specialist Units. For the purposes of verification of this undertaking, the following is a list of contracts with Supplier Development commitments that I/we have secured with Transnet:

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE KARZENE (CONTAINER TERMINAL): CONSTRUCTION OF REINFORCED
CONCRETE & HOT ASPHALT PAVEMENT FOR A PERIOD OF 3 MONTHS**

B-BBEE IMPROVEMENT PLAN

Transnet encourages its Service Providers to constantly strive to improve their B-BBEE rating and requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate whether they will maintain or improve their BBBEE status over the contract period..

Additional contractual requirements

Should a contract be awarded through this RFP process, the successful Respondent(s) may be contractually committed, *inter alia*, to the following conditions:

- a) The original B-BBEE Improvement Plan may require certain additions or updates in order to ensure that Transnet is satisfied that developmental objectives will be met.
- b) The Service Provider will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Service Provider's compliance with its stated B-BBEE Improvement commitments.
- c) The Service Provider will be required to provide:
 - (i) quarterly status reports for Transnet; and
 - (ii) a final B-BBEE Improvement Plan report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all B-BBEE Improvement components.
- d) All information provided by the Service Provider in order to measure its progress against its stated targets will be auditable.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of Annexure appended hereto. [Refer Annexure for further instructions]

Appendix (v)

NON DISCLOSURE AGREEMENT - SERVICES

[January 2014]

"PREVIEW COPY ONLY"

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group Member,
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - a) is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - b) was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - c) following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly, communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

- a) return all written Confidential Information [including all copies]; and
- b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 b) above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

o o o o o o o o

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF RESPONDENT

SIGNATURE OF WITNESS

COMPANY NAME: _____

ADDRESS: _____

BREACH OF LAW FORM

NAME OF ENTITY: _____

I/We _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

1. I/we

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- has been requested to submit a Bid in response to this bid invitation;
- could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- provides the same Services as the Bidder and/or is in the same line of business as the Bidder

5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- prices;
- geographical area where Services will be rendered [market allocation]
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit or not to submit, a Bid;
- the submission of a Bid which does not meet the specifications and conditions of the RFP; or
- bidding with the intention of not winning the Bid.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.

8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS

CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the Contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfil all his obligations as an employer in terms of the Act.
- 2) The Contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the Contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the Contractor must rigidly comply with the permit.
- 4) The Contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The Contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the Contractor to his employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The Contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The Contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- 10) The Contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-Contractor which he may involve in the contract in order that the sub-Contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.

- 11) The Contractor shall stop any sub-contractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The Contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk 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.
- 14) The Fall Protection Plan shall include:
 - 14.1 A risk assessment of all work carried out from an elevated position
 - 14.2 Procedures and methods to address all the identified risks per location
 - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
 - 14.4 The training of employees working from an elevated position
 - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The Contractor shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the Contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to * Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) The Contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his Sub Contractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the Contractor and his Sub Contractor on Transnet Ltd premises shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the Contractor, his Sub Contractor, any person or machinery under his control on Transnet Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The Contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) Contractor to ensure its employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics
- 22) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 23) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

*As applicable

Tenderer OH & S Management System Questionnaire

This questionnaire forms part of TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's OH&S management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. **TFR will verify accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer OH&S Management System Questionnaire	Yes	No
1. OH&S Policy and Management		
- Is there a written company health and safety policy? - If yes provide a copy of the policy		
- Does the company have an OH&S Management system e.g NOSA, OHSAS, IRCA System etc - If yes provide details		
- Is there a company OH&S Management System, procedures manual or plan? - If yes provide a copy of the content page(s)		
- Are health and safety responsibilities clearly identified for all levels of Management and employees? - If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Is there a register of injury document? If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details		

3. OH&S Training		
Describe briefly how health and safety training is conducted in your company:		
<ul style="list-style-type: none"> - Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records 		
4. Health and Safety Workplace Inspection		
<ul style="list-style-type: none"> - Are regular health and safety inspections at worksites undertaken? - If yes provide details 		
<ul style="list-style-type: none"> - Is there a procedure by which employees can report hazards at workplaces? - If yes provide details 		
5. Health and Safety Consultation		
<ul style="list-style-type: none"> - Is there a workplace health and safety committee? 		
<ul style="list-style-type: none"> - Are employees involved in decision making over OH&S matters? - If yes provide details 		
<ul style="list-style-type: none"> - Are there employee elected health and safety representatives? - Comments 		
6. OH&S Performance Monitoring		
<ul style="list-style-type: none"> - Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details 		
<ul style="list-style-type: none"> - Are employees regularly provided with information on company health and safety performance? - If yes provide details 		
<ul style="list-style-type: none"> - Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing 		
<ul style="list-style-type: none"> - Has the company ever been convicted of an occupational health and safety offence? - If yes provide details 		

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

DIFR = Number of Disabling injuries x 200000 divided by number of man hours worked for the period

Signed
(Tenderer)

Part C1 Form of Offer and Agreement

"PREVIEW COPY ONLY"

C1.1 FORM OF OFFER AND ACCEPTANCE (ECC3)

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

REHABILITATION OF KASERNE ROAD FOR A PERIOD OF THREE (3) MONTHS

The tenderer, identified in the Offer signature block,

either	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data. The representative, when signing this part of the Form of Offer and Acceptance, shall be deemed to be duly authorised by a Resolution of the Board of Directors/Certificate of Partners, a certified copy to be included in the Returnable Documents.

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name of
witness

Signature of
witness

Date

Tenderer's CIDB registration number :

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity
for the
Employer

Transnet SOC Ltd trading as Transnet Freight Rail, 49th Floor, Carlton Centre, 150
Commissioner Street, Johannesburg, 2000

Name of
witness

Signature of
witness

Date

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

SCHEDULE OF DEVIATIONS

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representative signing this agreement, the Employer and the tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

C1.2 CONTRACT DATA PROVIDED BY EMPLOYER (ECC3)

The conditions of contract are the NEC3 Engineering and Construction Contract (June 2005), copies of which may be obtained from the South African Institution of Civil Engineering (tel. 011-805 5947) or Engineering Contract Strategies (tel. 011 803-3008).

Part One – Data Provided by the Employer

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

Statements given in all contracts

1 General

- (a) The conditions of contract are the core clauses and the clauses for main Option **B**, dispute resolution Option **W1** and secondary Options **X7, X13, X16, X18** and additional conditions Option **Z** of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006).
- (b) **The Contractor's Offer and the Employer's Acceptance is in the document called Form of Offer and Acceptance – Part 1 (C1.1).**
- (c) The works are REHABILITATION OF KASERNE ROAD FOR A PERIOD OF THREE (3) MONTHS.

(d) The Employer is

Name Transnet Limited trading as Transnet Freight Rail
Address 49th Floor, Carlton Centre
150 Commissioner Street
Johannesburg, 2000

(e) The Project Manager is

Name : Viwe Mshuqwana
Address: Johannesburg

(f) The Supervisor is

Name : Mkhanyiseni Sidiya
Address: Johannesburg

The Adjudicator will be appointed as mutually agreed upon between the parties when a dispute arises.

- (h) The Works Information is in the document called "Scope of Work" – Part 3 (C3).
- (i) The Site Information is in the document called "Site Information" – Part 4 (C4).
- (j) The boundaries of the site are the Kaserne site.

- (k) The *language of this contract* is **English**.
- (l) The *law of the contract* is the law of **the Republic of South Africa**.
- (m) The *period for reply to a communication* is **3 weeks**.
- (n) The *Adjudicator nominating body* is **the Association of Arbitrators (Southern Africa)**.
- (o) The *tribunal* is **Arbitration**.
- (p) The following matters will be included in the Risk Register
 - 1. Inadequate staffing.**
 - 2. Failure to use safety and protective equipment.**
 - 3. Incompetent employees.**
 - 4. Fitness for duty.**
 - 5. Theft and vandalism of material and equipment.**
 - 6. Damage to existing services.**

3 Time

(a)

The *starting date* is to be advised upon awarding of **Contract**.

(b) The *access dates* are

Part of the Site to be advised Date to be advised

1. All sites listed under "Description of work" Duration of contract

(c) The *Contractor* submits revised programmes at intervals no longer than **4 weeks**.

4 Testing and Defects

(a) The *defects date* is **52 Weeks** after Completion of each site.

(b) The *defect correction period* is **TWO** weeks

(i) The *defect correction period* for

N/A is weeks.

(ii) The *defect correction period* for

N/A is weeks.

5 Payment

(a) The *currency of this contract* is the **South African Rand (ZAR)**.

(b) The *assessment interval* is **on the 10th of each calendar month**.

(c) The *interest rate* is **two percent** per annum above the **prime lending rate** of the **Standard Bank of South Africa Ltd.** as **determined from time to time**.

6 Compensation events

(a) The place where weather is to be recorded is at each site.

(b) The *weather measurements* to be recorded for each calendar month are:

(i) the number of days with rainfall more than **10mm**

(ii) the number of days temperature below zero

(iii) the number of days snow lying on the ground at 09h00

(c) The *weather measurements* are supplied by the **SA Weather Service**.

(d) The *weather data* are the records of past *weather measurements* for each calendar month which were recorded by an **official weather station nearest to each site** and which are available from **SA Weather Service**.

(e) Where no recorded data are available

N/A

Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are

N/A

7 Title

N/A

8 Risks and insurance

(a) The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and (not an employee of the *Contractor*) caused by activity in Equipment) and liability for bodily injury to or death of a person connection with this contract for any one event is **whatever the Contractor deems desirable in addition to that provided by the Employer**.

(b) The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is that **which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended**.

Optional statements

(a) Arbitration

- The *arbitration procedure* is the **Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) by an Arbitrator to be mutually agreed by the parties and failing agreement to be appointed by the association of Arbitrators**.

- The place where arbitration is to be held is

To be advised.

- The person or organisation who will choose an Arbitrator if the Parties cannot agree a choice is **The Chairman of the Association of Arbitrators (Southern Africa)**.

(b) The completion date for the whole of the *works* is **3 (Three) months from the starting date (refer to attached indicative baseline programme)**

(c) If the Employer is not willing to take over the works before the completion date.

(d) If no programme is identified in part two of the Contract Data.

The *Contractor* is to submit a first programme for acceptance within **2 weeks** of the Contract Date.

- (e) The *key dates* and *conditions* to be met are

condition to be met

key date

N/A

- (f) The period within which payments are made is **30 days from date of invoice receipt**.

- (g) These are additional *Employer's* risks

N/A

- (h) The *Employer* provides these insurances from the Insurance Table

1. Insurance against loss of or damage to the *works*, Plant and Materials is **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance)**, attached to the tender documents.

Cover/indemnity is to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The deductibles are as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

2. Insurance against loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

Cover/indemnity is to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The deductibles are as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

3. Insurance against loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance)**, attached to the tender documents.

Cover/indemnity is to the extent as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

The deductibles are as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance), attached to the tender documents.

- (i) The *Employer* provides these additional insurances

1. **Contract Works SASRIA insurance subject to the terms exceptions and conditions of the SASRIA coupon policy.**

Cover/indemnity is **to the extent provided by the SASRIA coupon policy**

The deductibles are **in respect of each and every theft claim 0,1% of Contract Value subject to a minimum of R2 500 and a maximum of R25 000.**

The Contractor provides these additional insurances

- 1 Where the Contract requires that design of any part of the *works* shall be provided by the *Contractor*, he shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been effected.
- 2 Where the Contract involves manufacture, and/or fabrication of Plant and Materials, components or other goods to be incorporated into the *works*, at premises other than the site, the *Contractor* shall satisfy the *Employer* that such Plant and Materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication.
- 3 Should the *Employer* have an insurable interest in such items during manufacture or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor.
4. The insurance coverage referred to in 1 and 2 above shall be obtained from an insurer in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

Option B

All Option B clauses apply with the following amplification:-

- (a) The method of measurement is **as indicated in the measurement clauses of SANS 1200.**
- (b) The last sentence of Clause 63.13 of Option B states:-
"The *Employer* and the *Contractor* agree rates and lump sums to be used to assess a compensation event instead of Defined Cost."
- (c) When agreed rates and lump sums are used, Compensation Events are assessed as follows:-
 - (i) Where in the opinion of the *Project Manager* work is of a similar character and executed under similar conditions to work priced in the Bill of Quantities, it is to be valued at such rates and prices (including General Items) contained therein as may be applicable; or

- (ii) Where work is not of a similar character or is not executed under similar conditions, the rates and prices in the Bill of Quantities are to be used as the basis for valuation as far as may be reasonable; or
- (iii) Where work cannot reasonably be valued in accordance with Clauses (c)(i) and (c)(ii) above, suitable rates or prices are agreed upon between the *Project Manager* and the *Contractor* after due consultation by the *Project Manager* with the *Employer* and the *Contractor*; or
- (iv) In respect of additional or substituted work, the *Project Manager* may, if in his opinion it is necessary or desirable, issue an instruction that the work be executed in some other appropriate manner.
- (v) If the parties cannot agree, the *Project Manager* notifies the *Contractor* accordingly and makes his own assessment.

Option X7

Delay damages are a penalty in South African Law and the word penalty is to replace delayed damages throughout the Contract.

- a) Penalty for late completion of the whole of the works is R 200.00 per day or part thereof, for the works remaining incomplete.

Option X13

- (a) The amount of the Guarantee (Performance Bond) is to be calculated as 10 % or 5% of the tender price.

The Contractor has the option of providing the guarantee of 10% and having the retention money of 5% or providing the guarantee of 5% and having the retention money of 10% taken.

- (b) The Form of Guarantee (or Performance Bond) is in Clause C 1.3 of Part C1.

Option X16

- a) The retention percentage is 5% or 10%, depending upon the option X13.

Option X18

The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to 10% of the total contract value or R 1,000,000.00 (One million Rand), whichever is the higher amount.

For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to the deductible in terms of the *Employers* arranged insurance as set out in the contract.

The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to R 1,000,000.00 (One million Rand).

The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to 10% of the total value of the contract at time of

contract award or R 1,000,0000 (One million Rand) whichever is the higher amount.

The *end of liability date* is two months after the end of the *service period*.

Option Z

The additional Conditions of Contract are:-

(a) Clause 11.2 (34) – Day

Day is a calendar day and where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance, public holidays, weekends and the annual Christmas break from 16 December to 5 January (both days included) is included in the calculation of the number of days concerned.

(b) Clause 26 – Subcontracting

The following process will be followed in terms of subcontractors appointments:

- The specialist consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of the works all in accordance with the Principal Building Agreement.
- The Quantity Surveyor will prepare the necessary Tender document.
- The Project Manager will arrange for inviting prospective Tenderers to collect documents subject to the payment of a non-refundable document fee, if applicable.
- The Quantity Surveyor will arrange to issue the Tender documents from their offices and take receipt of the amounts paid, if applicable.
- The Tenders for the works will be submitted to the Quantity Surveyor's office in terms of the Tender closing times stipulated, unless otherwise agreed in writing.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders and circulate to the Contractor, The Project Manager, the Empowerment consultant, if applicable, and the relevant technical consultants for information and to enable them to prepare any necessary additional reports, all of which are to be submitted to the Project Manager.
- The Project Manager will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Project Manager and the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

(b) Clause 28.1 – Intellectual property

Intellectual property rights (including patents, copyright, trade marks etc) rests with the party owning them and the *Contractor* indemnifies the *Employer* from any liability arising from

infringement of such intellectual property rights. [See Clauses 80.1, 83.1 and 83.2]

(c) Clause 28.2 – Assignment & cession

Neither the *Contractor* nor the *Employer* may, without the written consent of the other, assign the Contract or any part thereof or any obligation under the Contract or cede any right or benefit thereunder.

(d) Clause 28.3 – Non-Waiver

No grant by the *Employer* or the *Contractor* to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than that in respect of which the grant was made to constitute a waiver of the rights of the grantor in terms of the Contract or an *estoppel* of the grantor's right to enforce the provision of the Contract.

(e) Clause 28.4 – Limitation of the authority of the Project Manager.

- 1) The Project Manager is authorised to agree increases to the contract value to a maximum of 10% of the contract value or R300,000.00 whichever is the lesser amount, without referring it to the management of the Employer.

In referral to management is necessary, a period of 6 weeks over and above any times allowed in the Contract is to be provided.

(f) Option B- Clause 33.13

The last sentence of the clause to be deleted and the following substituted: "The Employer and Contractor agree, rates and lump sums to be used to assess a compensation event instead of Defined cost".

Part C1 Agreement and contract data

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C1.2 CONTRACT DATA PROVIDED BY CONTRACTOR (ECC3)

Part Two – Data Provided by the Contractor

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

Statements given in all contracts

(a) The Contractor is

Name

Address

(b) The direct fee percentage is %

(c) The subcontracted fee percentage is %

(d) The working areas are the Site and

(e) The key people are

(1) Name

Job

Responsibilities

Qualifications

Experience

(2) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
.....

(3) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
.....

(4) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
.....

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(f) The following matters will be included in the Risk Register

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

Optional statements (a) If the *Contractor* is to provide Works Information for his design

The Works Information for the *Contractor's* design is in

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

(b) If a programme is to be identified by the Contract Data.

The programme identified in the Contract Data is

.....

(c) If the *Contractor* is to decide the *completion date* for the whole of the works

The *completion date* for the whole of works is

.....

If Option A or B is used

Data for SSCC

(a) The percentage for people overheads is%

(a) The published list of Equipment is the last edition of the list published by

(c) The percentage for adjustment for Equipment in the published list is% (state plus or minus).

(d) The rates for other Equipment are

Equipment	size or capacity	rate
.....
.....
.....
.....
.....

(e) The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
Site / Contracts Engineer
Commissioning Engineer
Supervisor
Draughtsperson

(f) The percentage of design overheads is%

(g) The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are **all of the categories listed above.**

C1.3 FORMS OF SECURITIES

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C1.3 FORMS OF SECURITIES

Pro-formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract (June 2005) (ECC3)

The *conditions of contract* stated in the Contract Data Part 1 may include one or more of the following Secondary Options:

Option X13: Performance Bond

Each of these Secondary Options requires a bond or guarantee "in the form set out in the Works Information".

Pro forma documents for these bonds and guarantee are provided here for convenience but are to be treated as part of the Works Information.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

This pro forma document is available for use by the Surety on the *Employer's* web page at www.transnet.net

Drafting instructions:

1. Select the required pro formas by deleting the ones not required, then complete all the details except that which the bond / guarantee provider is required to complete.
2. There are two pro formas suitable for use with Option X13, but only one of them can be used; the Reducing Value Guarantee is generally used only for building works.
3. Then delete these drafting instructions. Delete this whole Securities section if none of the above secondary Options have been selected by the *conditions of contract*.

Pro forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet Freight Rail
A Division of Transnet Limited
Inyanda House 2, Table 3/71
P O Box 8617
Johannesburg
2001

Date:

Dear Sirs,

Performance Bond for Contract No SIC15011CIDB

With reference to the above numbered contract made or to be made between

Transnet Freight Rail, A Division of Transnet SOC Ltd

(the Employer) and

{Insert registered name and address of the Contractor}

(the Contractor), for

REHABILITATION OF KASERNE ROAD FOR A PERIOD OF THREE (3)
MONTHS.

(the works).

I/We the undersigned

on behalf of the Surety

of physical address

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in *solidum* for the due and faithful performance of all the terms and conditions of the Contract by the Contractor and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and *Defects Certificate* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Execution and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The Employer has the absolute right to arrange his affairs with the Contractor in any manner, which the Employer deems, fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the Contractor's obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

- the date that the Surety receives a notice from the *Project Manager* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.

5. Always provided that this bond will not lapse in the event the Surety is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

(say) _____

R _____

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at _____ in this _____ day of _____ 2011

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

Part C1.4 Adjudicator's Contract

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CONTRACT DATA

- Statements given in all contracts**
- The *contract between the Parties* is **To be advised**.....
 - The *period of retention* is ...**N/A**..... weeks.
 - The *law of the contract* is the law of **the Republic of South Africa**
 - The *language of this contract* is **English**.....
 - The amount of the advanced payment is **N/A**.....
 - The Adjudicator's *fee* is...**To be advised**.....per hour.
 - The *interest rate* is **2%** per annum above the prime lending rate of the **Standard Bank of South Africa Ltd.**
 - The *currency of this contract* is **ZAR**.....
 - The Adjudicator's appointment terminates on **(To be advised)**.....

Optional statements **If the period for payment of invoices is not three weeks**

- The period for payment of invoices is **four**.....weeks.

If additional conditions of contract are required

- The *additional conditions of contract* are

To be advised
.....
.....
.....

CONTRACT DATA

- Statements given in all contracts**
- The *contract between the Parties* is **To be advised**.....
 - The *period of retention* is ...**N/A**..... weeks.
 - The *law of the contract* is the law of **the Republic of South Africa**
 - The *language of this contract* is **English**.....
 - The amount of the advanced payment is **N/A**.....
 - The Adjudicator's *fee* is...**To be advised**.....per hour.
 - The *interest rate* is **2%** per annum above the prime lending rate of the **Standard Bank of South Africa Ltd.**
 - The *currency of this contract* is **ZAR**.....
 - The Adjudicator's appointment terminates on **(To be advised)**.....

Optional statements **If the period for payment of invoices is not three weeks**

- The period for payment of invoices is **four**.....weeks.

If additional conditions of contract are required

- The *additional conditions of contract* are

To be advised
.....
.....
.....

Part C2: Pricing Data

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Part C2

PRICING DATA

INDEX

Section	Description
C2.1	Pricing Instructions
C2.2	Specific Preliminaries
C2.3	Bill of Quantities – Civil

PART C2.1

PRICING INSTRUCTIONS

1. The agreement is based on the NEC Engineering and Construction contract 3.
2. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
3. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
4. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk – quantities should thus be confirmed for correctness before ordering.
5. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount pro-rated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment if provided for in the contract.
6. The following abbreviations are used in the Bills of Quantities:

ea	=	each
m ²	=	square metre
m	=	metre
pr	=	pair
7. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
8. Where the scope of work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items. The contractor shall provide for all work needed to make the subsection complete and any items not included by the contractor under item "Other" of the "Bill of Quantities".
9. The quantities set out in these Bills of Quantities are approximate and may not necessarily represent the actual amount of work to be done.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Tenderers shall ensure that provision (financial as well as time) for excavations in a range of soil types is made for in their tenders.
12. The total in the Bill of Quantities shall be exclusive of VAT, and shall be transferred to form C1.1 (Form of Offer and Acceptance).

PART C2.2

SPECIFIC PRELIMINARIES

1. TEMPORARY WORKS AND PLANT

It shall be deemed that all cost associated with the provision of, including erection, dismantling, etc., of special scaffolding required for the proper execution of the work is included in the contract amount. It shall also be deemed that all cost associated with the provision of, including erection and dismantling, etc. of all scaffolding and hoisting equipment, machinery, etc. for all sub-contract work, required for the execution of the works, is included as part of the contract amount.

2. PROPRIETARY BRANDED PRODUCTS

All materials, fittings, finishes, etc. specified hereinafter under a trade name, catalogue number or reference, must be exactly as described. The Project Manager's approval in writing must be obtained for the use of any alternative to the specification before the submission of Tenders otherwise the specified materials, fittings, finishings, etc. will be as assumed to have been allowed for in the Tender.

The Contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative.

3. MODE OF PROCEDURE

The Contractor shall provide, at the first site meeting, a computer generated critical path programme for each section of the project. The programme shall be prepared in sufficient detail to enable the Project Manager to assess the weekly progress of the Works. The programme must clearly indicate the lead times for procurement and off-site manufacture where appropriate and key dates for information required and for the appointment of specialist sub-contractors. The programme and level of detail shall be to the entire satisfaction of the Project Manager.

No change is to be made to the programme without the approval of the Project Manager, who shall be entitled to instruct the Contractor to update and modify the programme in accordance with site circumstances, if applicable.

The programme is to be subject to the approval of the Project Manager but such approval shall in no way relieve the Contractor of his sole responsibility for the properly programming and seeing to the progress of the Works and the timeous completion thereof.

The programme is to be prominently displayed in the Site Office and copies of the programme and its supporting documentation together with all amended programmes shall be handed to the Project Manager.

The Contractor will be required to maintain, in addition to the main programme referred to above, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing fourteen (14) days.

4. LABOUR RECORD

At the end of each week the Contractor shall provide the Project Manager with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Subcontractors on the works each day.

5. WARRANTIES

The Contractor undertakes to perform the work in accordance with the terms and the conditions of the Contract, in a workmanlike manner, which shall include but not be limited to, complying with the manufacturers/suppliers' specifications, if applicable, in respect of goods, methods, or materials used in the performance of the work.

The Contractor further warrants that they shall use only new merchantable materials, fit for their intended purpose, as well as supervision, labour and equipment which are fit for the purpose for which they are intended.

6. EXISTING SERVICES

The Contractor shall consult the Project Manager before disconnecting any services. The Contractor shall take special care not to damage any existing services that could have been foreseen or what have been shown to him by the Project Manager or Employer's representative. Damage to these services shall be for the Contractor's account.

7. PLANT RECORD

At the end of each week the Contractor shall provide the Project Manager with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on The Works.

8. MANUFACTURER'S RECOMMENDATIONS

All commodities are to be handled, stored, used, applied and/or fixed in strict accordance with the manufacturer's instructions and recommendations and after consultation with the manufacturer's authorised representative. Should these instructions and/or recommendations conflict with other specified requirements the Project Manager must be notified timeously.

9. COMMODITIES TO BE NEW

All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used, and/or fixed with care to ensure that they are in perfect condition when incorporated in the Works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the Works.

10. STANDARD OF WORKMANSHIP AND MATERIALS

In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable South African Bureau of Standard (SABS) Specifications, or where such does not exist, then the latest applicable British Standard Specification (BS) shall apply.

11. OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with the requirements as stated in the Occupational Health and Safety Manual for construction as prepared by BIFSA or the Occupational Health and Safety specification, if included as part of the contract documents and for the duration of this contract be deemed to be the mandatory of the employer for the purposes of the Occupational Health and Safety Act No. 85 of 1993, and shall prior to taking occupation of the site, satisfy the employer by means of written representations confirming compliance with the relevant requirements of the said act.

Acceptance by the employer of the contractor's written representations in terms of the above shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the contractor, with the provisions of the act referred to herein, for the purpose of section 37(2) of the said act.

The employer shall at all times have the right to summarily suspend the performance of the contractor hereunder pending compliance by the contractor with any requirement, regulation and/or direction referred to.

The employer shall be entitled to set off against any amount owed to the employer by the contractor hereunder any loss or damage suffered by it (the employer) as a result of suspension of the contractor's performance in the circumstances envisaged above.

For the sake of clarity, it shall be deemed that the BIFSA documentation shall only apply in instances where no other Occupational Health and Safety Specification is included as part of the contract documents.

(Note: It shall be deemed that the contractor shall comply with the specifications included in Part C3 – Section 8 – General Specifications.)

12. GUARANTEES AND MAINTENANCE INSTRUCTIONS AND/OR MANUALS

The Contractor shall obtain and hand over to the Project Manager on practical completion, all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the Project Manager or provided by manufacturer's or suppliers.

The Contractor shall ensure that all warranties and guarantees are received and fully ceded to the Employer on final completion.

13. PUBLICATIONS AND ADVERTISING

The Contractor shall not publish or cause to be published, any papers, articles or information relating to this contract nor display or permit to be displayed any advertisements on the site or elsewhere, in connection with this contract, without the prior permission, in writing, of the Project Manager. The Contractor shall be responsible for the observance of this clause by his employees and sub-contractors.

14. REPORTING OF ACCIDENTS

In addition to any statutory obligations, the Contractor shall, as soon as practicable, report to the Project Manager every occurrence on the works or the site causing damage to the property or injury or death to any individuals. If required by the Project Manager, the Contractor shall submit a report in writing to the Project Manager within forty eight (48) hours of such incident setting out full details of the occurrence.

The Project Manager shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the Contractor shall make available to the Project Manager the necessary facilities for carrying out such enquiries.

15. CONFIDENTIALITY

The Parties agree to consider information obtained from each other during the course of this Agreement as confidential information and shall maintain such information as confidential indefinitely after the expiry or termination of this Agreement.

16. AS BUILT DRAWINGS

The Contractor shall accurately record the details of the electrical, mechanical, security, fire installation, water reticulation details, contractor breaks, etc., on drawings and issue same to the Project Manager and the relevant agent for record purposes.

17. FALSE DECLARATION

All information provided by the contractor is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported to the Employer, which on receipt of such report may elect to exercise its (the employer's) rights in terms of common law and/or the contract, as applicable.

18. REGULATIONS

The work shall be carried out in accordance with the requirements of Local Authority regulations that may be applicable.

The contractor shall if necessary, give notice and pay all fees, costs and rates as may be required by the Local Authority.

19. CONTRACTOR'S YARD, LATRINES, TELEPHONES, ETC.

The Contractor shall liaise with the Project Manager with regard to storage space for plant, equipment, etc.

The Contractor is responsible for security of his equipment and materials used during the contract.

No alcohol or drugs will be allowed on site neither will any person be admitted to the site if the Project Manager has any reason to believe that such person is under influence of alcohol or drugs.

The Contractor is to provide temporary sheds, latrines and telephones, etc. for the duration of the project. These facilities must be available for use to the professional team and all Contractors involved on the project.

20. DUST AND NOISE POLLUTION

The Contractor shall take all reasonable measures to minimise any dust and nuisance and inconvenience as a result of the execution of the works. The Contractor shall use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding the level laid down by the Local Authority.

21. NOTICES, SIGNS AND ADVERTISEMENTS

The Employer reserves the right to erect notices, signs and advertisements on the site or in the vicinity of the site. The Contractor is not entitled, without written approval by the Project Manager, to display any signboard of his own. He must however allow for the standard signboard, if required by the Employer.

22. CESSIONS

Neither of the Parties may cede, delegate, assign or make over any of its rights and/or obligations in terms of this Agreement to any other third party without the prior written consent of the other Party.

23. ACCESS FOR PERSONNEL

No unauthorised persons are allowed on site unless authorised by the Project Manager in writing. No persons are allowed access to any portion of the existing buildings, if applicable, other than the agreed entrance and exit routes, unless authorised by the Project Manager in writing.

24. SAFETY HELMETS

The Contractor shall provide and keep on site an adequate supply of clean safety helmets for the use of all professional personnel and all authorised visitors.

25. SPECIAL TASKS

The Employer shall have the right to employ other Contractors to execute any special Tasks whether contained in this Contract or not, concurrently with the works being executed under this Contract.

The Contractor shall not be entitled to any profit and/or builder's discount on the value of any work executed by other contractors but shall nevertheless allow the other contractors and the Employer's employees to have access to the Works, allocate reasonable space for the storage of their materials, tools and equipment.

Without in any way detracting from the generality of or limiting the above, the Contractor is advised that the Special Tasks will be carried out by the Employer and other contractors and the value of such work shall not be included in this contract.

26. OVERTIME

The Contractor is to note that all rates are inclusive of overtime work allowance and no additional costs for overtime work will be entertained.

27. INTERPRETATION OF THE DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES.

The Contractor shall be held solely responsible for and shall at his own expense, rectify any errors arising out of the incorrect interpretation of the Drawings, Specifications, Bills of Quantities or instructions.

Should any part of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not clear, the Contractor must obtain from the Project Manager the necessary information to clarify such Drawings, Specifications, Bills of Quantities or instructions, which request shall be in writing.

All drawings, whatever their origin, are to be issued to the site or to any other person or persons only through the Project Manager's office and shall bear the Project Manager's office stamp and signature and an up to date register of all drawings issued to the contractor shall be kept on the works. Any other drawings used on the site will be used at the contractor's risk and should any work be incorrect due to the use of unauthorized drawings the cost of rectifying such work shall be for the contractor's account.

All drawings used on the works shall be properly mounted on suitable sheet material or otherwise protected and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read shall be returned to the Project Manager for replacement, as any errors due to misreading of damaged or obscured drawings shall be made good by the contractor at his own expense.

28. WORKING DAYS AND HOURS

The Tenderer is advised that the definition of "Working Days" has been amended to include Saturday and Sunday as normal working days. Further, the working hours shall mean 24 / 7 (Twenty four hours a day for seven days a week for the complete duration of the contract). The Tenderer is to allow for all costs associated with this clause and is to allow for same in his Construction Programme.

29. JOBBING AND SITE RECORDS

Each trade shall perform all necessary jobbing and attendance and shall make good after all other trades.

Site Records

The Contractor shall keep a record in triplicate on site, the following:

- A daily record of work done.
- A daily record of all visits to site by any of the Employer's Agents.
- A daily record of all contract instructions issued by the Project Manager and/or any other Agent.

Copies of these records are to be forwarded to the Project Manager on a weekly basis.

30. SUPERVISION BY EMPLOYER'S AGENTS

Supervision by the Project Manager and other Agents is intended as a means of checking the interpretation of work done and providing clarification and further information where required during the progress of the work. Supervision shall not in any way relieve the contractor of his responsibility for ensuring that the work is carried out satisfactorily in all aspects, in good time and in accordance with the contract.

Although the Project Manager and other agents will make spot checks from time to time on dimensions and levels as the work proceeds, checking of the setting out, dimensions, levels and positioning of all items is the contractor's responsibility and should any errors occur during the course of or be found after completion of the works, the cost for remedying same will be for the Contractor's account.

31. PARTNERING

The employer, its agents and the contractor shall act as stated in the contract and in the spirit of mutual trust and co-operation. In this regard, it is a specific requirement that all the contractor's personnel provide reasonable assistance that may be required by the employer and/or its agents in order for them to assist in bringing the works to completion with due skill, diligence, regularity and expedition. In turn, the employer and its agents shall also provide assistance to the contractor to execute the works with due skill, diligence, regularity and expedition.

32. COPIES OF REVISED DRAWINGS ISSUED AS CONTRACT INSTRUCTIONS

The contractor acknowledges that only one copy of any revised drawings shall be issued as contract instructions. In this regard, it shall be the contractor's responsibility for producing any additional copies that may be required for either internal use or for issue to any sub-contractor/s. It shall be deemed that the contractor has allowed for all costs necessary to ensure compliance with this clause in the contract amount.

33. CONTRACTOR TO DELAY ACTIVITIES AT THE REQUEST OF THE PROJECT MANAGER

The contractor may be called upon from time to time to cease certain building activities as required by the employer. In this regard, the contractor shall cease such activities for the period as agreed with the Project Manager. In this regard, the contractor shall provide all reasonable assistance necessary to ensure compliance with this clause as well as to minimize the impact of such a request.

34. PROVISIONAL SUMS AND BUDGETARY ALLOWANCES

These amounts have been included in the Contract Sum where the work has not been defined at the date of Tender. It is intended that once the scope is defined, Tenders will be invited in terms of the process outlined below with a view to these works being awarded as Subcontract works.

- The specialist consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of the works all in accordance with the Principal Building Agreement.
- The Quantity Surveyor will prepare the necessary Tender document.
- The Project Manager will arrange for inviting prospective Tenderers to collect documents subject to the payment of a non-refundable document fee, if applicable.
- The Quantity Surveyor will arrange to issue the Tender documents from their offices and take receipt of the amounts paid.
- The Tenders for the works will be submitted to the Quantity Surveyor's office in terms of the Tender closing times stipulated, unless otherwise agreed in writing.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders and circulate to the Principal Building Contractor, The Project Manager, the Empowerment consultant, if applicable, and the relevant technical consultants for information and to enable them to prepare any necessary additional reports, all of which are to be submitted to the Project Manager.
- The Project Manager will prepare a draft report, discuss with the Principal Building Contractor to get their approval and finally circulate the draft to the other consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Project Manager, circulate to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Principal Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

35. SITE ACCESS FOR AND MANAGEMENT OF DIRECT CONTRACTS

The contractor shall allow direct contractors appointed by the employer to access the site to execute work which does not form part of the principal building agreement, concurrently with that of its (the principal building contractor), work. In this regard, the contractor shall provide any necessary assistance (e.g. Ensuring placement of material orders, monitoring the manufacturing process, monitoring of raw materials availability, programming of works, etc.), to the Project Manager in respect of management of any direct contracts. In this regard, it shall be deemed that all allowances have been made in the Contract Amount to ensure compliance with this clause.

36. AVAILABILITY OF MANAGEMENT PERSONNEL

It shall be deemed that the Contractor has allowed in the Contract Amount for the Contracts Manager, Project Planner, Senior Quantity Surveyor and a responsible representative for the management of direct contracts, throughout the direction of the contract. Such persons are to be available to attend meetings to resolve any contractual and other related issues within 4 (Four) hours on receipt of notice, either written or verbal, from the Project Manager.

37. ENVIRONMENTAL QUALITY

The contractor shall at all times during the construction period ensure that the construction site complies with the statutory obligations in terms of fire, ventilation (smoke, exhaust fumes, etc.), air quality, temperature, water quality, sanitation, hygiene, etc., as well as any requirements set out in an Environmental Management Plan, if available.

38. ORDERING OF MATERIALS

Should the contractor utilize the bills of quantities for ordering materials, it shall be entirely at its (the contractor's) own risk.

The contractor shall take all reasonable steps to ensure that the specified materials and components required for the work are available for construction in accordance with the applicable construction programme.

Should any of the materials and components be available or likely to be unavailable when required, the contractor shall without delay notify the Project Manager, in writing, who shall decide on the procedure to be followed.

39. ENCROACHMENTS

After the site boundaries or beacons have been pointed out to the contractor, if (the contractor) is to notify the Project Manager if any encroachments of adjoining foundations, buildings, structures, pavements, etc., exist, so that the necessary arrangements can be made for the rectification of any such encroachment.

During the course of the building operations, the contractor will be held entirely responsible for any encroachment onto any adjoining properties or servitude's and the cost of any remedial measures as required by the Project Manager shall be borne by the contractor unless the Project Manager shall decide otherwise.

40. DOCUMENTS

Should any part of a drawing not be clearly intelligible to the contractor or the manner in which the work is to be carried out not be clear, the contractor shall request the Project Manager to clarify his requirements, which request and reply shall be in writing, failing which the contractor will be held responsible for any incorrect interpretation and shall, at his own expense, rectify any errors.

41. CONTRACT INSTRUCTIONS

Contract instructions issued on site are to be recorded in the site instruction book which is to be maintained on site by the contractor.

42. DOMESTIC SUB-CONTRACTORS

The contractor shall not be permitted to substitute any domestic sub-contractor proposed at the time of contract award without written permission from the Project Manager during the contract execution stage. Such permission shall not be unreasonably withheld, provided that the contractor provides a detailed motivation for the substitution and the Project Manager is allowed to verify the motivation with the sub-contractor concerned..

43. INSPECTION OF EXISTING WORKS

It shall be deemed that the contractor prior to contract commencement has inspected the existing works done by others and has satisfied itself (the contractor) that there are no latent defects and accordingly acknowledges that any defects not pointed out to the Project Manager at site handover, shall fall under the responsibility of the contractor to remedy and that the cost for such remedial work is deemed to be included in the contract amount.

44. DISPOSAL OF WASTE MATERIAL, ETC.

The contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Project Manager in writing. In addition the contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Project Manager in writing.

The contractor shall ensure that there is a maximum of a twenty four (24) hour turn around time for the removal of all full waste skips from site. The contractor further acknowledges that the employer reserves the right to appoint others to remove waste material and waste skips from site, should the contractor fail to meet the twenty four (24) hour turn around time and that such costs shall be deducted from amounts due to the contractor.

45. DAMAGE TO EXISTING INSTALLATIONS

The contractor shall be responsible for replacing and/or repairing any existing work damaged by itself and its sub-contractors whilst executing the contract at its own cost.

46. ACCESS FOR MOVEMENT OF MATERIAL TO THE SITE AND WORK ACCESS

The contractor acknowledges that it shall only be permitted to move materials and access the works areas at locations/ positions agreed with and documented by the Project Manager.

It will be deemed that the contractor has allowed for hoisting facilities as may be required for the building works. No claims for extras in this regard will be entertained at any later date.

47. LOCAL LABOUR

It is deemed that the contractor shall as far as possible maximise the use of labour from the area in which the project is located.

48. BLACK ECONOMIC EMPOWERMENT

The contractor shall comply with the Employers Black Economic Empowerment Policies.

49. SAMPLES

All material samples and colour samples must be submitted to the Project Manager for selections and approval of the colour, shape and finish including Mechanical, Electrical and Plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Project Manager/Employer to choose from each type of finish.

The Project Manager/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable. All samples must be kept in a sample room to be provided by the Contractor for reference.

50. SAMPLES BOARD

The Contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer.

51. MOCK - UP

The Contractor shall provide a mock – up of all finished surfaces prior to commencement of the relevant work. The contractor shall only be permitted to commence with the relevant scope of work, on approval of the mock – up by the Project Manager or its designated representative.

52. PROVISION OF HOISTING FACILITIES, DUST BARRIERS, ETC.

It shall be deemed that the contract price is inclusive of the following:

- The provision of all Hoisting equipment, as required.
- All hard wearing and strengthen dust barriers of uniform colour and specification, as required.
- The provision of all hoarding, 2.4m high which must be constructed of shutter boards (painted black in colour) of equal lengths and heights.

53. COMPLIANCE WITH THE ENVIRONMENTAL POLICY

It shall be deemed that the contract sum is inclusive of all cost associated with the compliance and provisions of all Environmental Policy included herewith.

TRANSNET FREIGHT RAIL

BILLS OF QUANTITIES

FOR

REHABILITATION OF KASERNE ROAD FOR A PERIOD OF

THREE (3) MONTHS

"PREVIEW COPY ONLY"

REHABILITATION OF KASERNE ROAD FOR A PERIOD OF THREE (3) MONTHS

SCHEDULE OF WORK AND PRICES				
	QUANTITY	UNIT	PRICE	AMOUNT
Safety requirements (According to Act 85 of 1983) shall be adhered to at all times during construction.	---	Sum---	---	---
1. Preliminary and general (PNG). Preliminary and general cost represents those costs which cannot be reasonably allocated to any specific identified activity on a project.	1	Sum		
2. Safety requirements (According to Act 85 of 1983) shall be adhered to at all times during construction.	1	Sum		
3. Establish and De-establish Facilities on site				
3.1. FACILITIES FOR THE CONTRACTOR a). Offices and storage sheds b). Ablution and latrine facilities c). Tools and equipment d). Access e). Name boards f). Electrical power supply	1	Sum		
4. Materials, Base preparation				
4.1. Remove the existing 150mm layer; prepare; level and compact in-situ material to 95% MOD AASHTO prior to placing of concrete. See attached specification.	8925	m ²		
4.2. Supply crusher run G5 material to re-construct a base layer on deformed areas and areas with potholes. This includes 2% cement stabilization.	50	m ³		
4.3. Supply; tack coat SS 60; Stable Mix; Stabilization Grade; Bitumen emulsion.	165	m ²		
4.4. Supply and Lay a continuously medium graded asphalt surfacing; 30mm thick; using 60/70 penetration grade bitumen; Compact to 95% MOD AASHTO.	21	Tons		
5. Formwork, Reinforcement and Concrete				
5.1. Provide shuttering during placing of concrete. Shuttering shall conform to SABS requirements for concrete placing.	1	Sum		
5.2. Supply and lay 0.5mm micro gundle plastic on the base prior to placing of concrete.	8825	m ²		
5.3. Supply welded mesh fabric, reference 888 through-out the entire area of the concrete pavement. Welded mesh shall comply with SANS 1024: 2012. This item includes 60mm thick plastic spacer blocks.	8825	m ²		

RFP NO SIC15011CIDB. : REHABILITATION OF KASERNE ROAD FOR A PERIOD OF THREE (3) MONTHS

5.4. Supply ready-mix concrete, with 28Mpa compressive strength to construct a 150mm thick reinforced concrete pavement.	1330	m ³		
5.5. Supply minimum 13mm and not exceeding 20mm maximum width expanded polyethylene strips at movement joints and joint sealant.	1	Sum		
5.6. Allow for testing of material: compaction, density check and required thickness. See attached specification.		Sum		
6. Contingencies: Add 10% of the total project costs for contingencies.	1	Sum		
All work shall be done according to SABS standards.	-	-	-	-
<div> <div>GROSS TOTAL R</div> <div>14% V.A.T. R</div> <div>Amount due R</div> </div>				

SPECIFICATIONS

1. DESCRIPTION

1.1. General

This specification covers the preparation of the existing road and applications of new concrete layer/surfacing material.

1.2. Referenced Standard Construction Specifications

a). SABS 1200G

2. SUBMITTALS

2.1 Pre-Construction Submittals

These submittals are related to qualification of materials, concrete mixtures, and equipment. These submittals should be submitted to the Transnet project representative before concrete placement activities can begin. The submittals include, but are not limited to, the following:

- ❖ Qualifications of the concrete plant inspector, when applicable.
- ❖ Certified concrete plant checklist as per the requirements of the department or the National Ready Mix Concrete Association (NRMCA) QC3 (Plant Certification Check List) process.
- ❖ Contractor's concrete testing laboratory certification.
- ❖ Contractor testing personnel certification.
- ❖ Cement mill certificates.
- ❖ Supplementary cementing material mill certificates.
- ❖ Aggregate certification (source and approved source certification).
- ❖ Admixture certification.
- ❖ Water certification.
- ❖ Dowel bar steel certification (if applicable).
- ❖ Tie bar steel certification (if applicable).
- ❖ Dowel bar corrosion mitigation coating certification (if applicable).
- ❖ Curing material certification.
- ❖ For each concrete mixture to be used:
 - a. Combined aggregate gradation
 - b. Concrete mixture proportions
 - c. Concrete flexural strength
 - d. Concrete compressive strength
 - e. Concrete splitting tensile strength, if applicable
 - f. Air content, when applicable
 - g. Unit weight
 - h. Slump

- ❖ Concrete uniformity test results for each concrete plant to be used.
- ❖ Weather management plan.
- ❖ Contractor quality control/acceptance testing program.
- ❖ Paving plan.
- ❖ List of paving equipment and manufacturers' operational requirements for the paving equipment.

2.2.1. Contractor Quality Control Testing Submittals

These submittals are related to the contractor's process control to ensure that quality control measures are integrated during each day of production paving. These submittals include, but are not limited to, the following process control tests:

- a). Accuracy of plant batching
- b). Aggregate moisture content
- c). Combined aggregate gradation – Workability and Coarseness Factors
- d). For site delivered concrete:
 - i). Air content, when applicable
 - ii). Concrete temperature.
 - iii). Unit weight of fresh concrete

2.2.2. Quality of material

Utilize quality control tests to determine the acceptability of the layers, as placed and compacted before the succeeding layer can be applied.

Fill deformed areas or fill pot holes with the appropriate material and compact so as to conform to the adjoining material.

2.3 Contractor Acceptance Testing Submittals

These submittals are related to the required acceptance testing to ensure that the owner is provided with a product that has been specified. These submittals include, but are not limited to, the following acceptance testing tests:

- a). Concrete thickness.
- b). Concrete flexural strength.
- c). Pavement smoothness

3. EXECUTION

3.1. MATERIALS

- a). Supply surfacing material in accordance with SANS/ SABS standards.
- b). Crusher run G5 material shall be supplied by the contractor as and when required by contract administrator (Transnet) and applied according to specifications.

3.2 Underlying Material Preparation

The grade is accepted after the base layer is placed, trimmed, levelled, and compacted. Once the grade is accepted, a traffic control plan must be implemented. Heavy construction trucks traveling on the prepared surface can damage the grade. Traffic management must be enforced if logistics require use of the prepared grade by construction equipment.

The variability of the base layer grade will affect the variability of the concrete slab thickness and this variability may have an impact on payment for thickness. Therefore, it is important that the base layer variability be minimized.

4. CONSTRUCTION METHODS

4.1. Preparation of the concrete pavement and underlying layers

- a). Remove 150mm of the existing layer complete with asphalt surfacing material and compact the existing base layer to a minimum of 95% MODAASHTO. Level material to finished elevation and regrade to proper grade as directed by the contract administrator.
- b). Supply and lay a 0.5mm micro gurdle plastic on the base prior to placing of concrete.
- c). Formwork shall be properly erected to suit the specified concrete thickness
- d). Steel reinforcing shall be fixed as specified.
- e). Supply ready-mix concrete, with 28Mpa compressive strength to construct a 150mm thick concrete pavement. Vibrate concrete to remove all air pockets, compact and float the surfaces of the concrete structure.
Minimum Maximum concrete slumps acceptable shall be: 50mm – 80mm.
Concrete shall be casted in forms of 6m x 3m unless otherwise stated.
- f). Finish the surface of the concrete using appropriate equipment and technique. Leave the surface smooth and free from holes, ridges or depressions to promote complete drainage.
- g). Texturing equipment: For production paving, texturing shall be done using automated equipment. The texturing equipment should be capable of providing uniform surface texture in plastic concrete across the full width of the paving lane. The texture may be applied with a brush or broom, burlap drag, or artificial turf finish. The texture depth requirement permits the contractor to consider other innovative techniques to apply surface texture. A hand broom may be used to apply texture on small, isolated handwork areas.

h). All formwork must be designed by the Contractor and if requested to do so, he must submit fully detailed and dimensioned working drawings to the Representative/Agent for checking purposes. Acceptance of the proposals shall not relieve the Contractor of his responsibility for the safety and stability thereof nor for any loss or damage arising out of defective design, materials and/or workmanship.

The formwork must be so constructed that its partial removal can be carried out to the satisfaction of the Representative/Agent and in such stages as are required by the working conditions.

Immediately before concreting is begun, the formwork in contact with the concrete must be thoroughly cleaned, wetted and kept damp whilst the concrete is being placed. Great care must be taken to keep the formwork wedged up to its correct height and this must be checked by taking levels immediately before concreting is commenced and immediately after it has been completed.

i). Reinforcement:

Before being placed in position, the mesh wire shall be thoroughly cleaned of all grease, dirt, bituminous material and loose rust. Great care must be taken to retain the reinforcement in its correct position during the entire period of concreting.

Plastic spacers or any other approved spacers shall be provided to the formwork and reinforcing mesh wire to ensure that the mesh wire is retained in position and that the correct concrete cover to the edges and above the ground surface is provided. The spacer block shall be of thickness of 60mm and shall be placed under the reinforcing mesh wire.

The welded mesh wire fabric shall be reference 888 and supplied in sheets measuring 6m x 2.4m.

j). The contractor shall be liable to fix potholes and deformed areas using specified material or product as required by the project representative. The material and quantity to be used is specified and allowed for in the bill of quantities. This shall be communicated to the contractor prior to the commencement of works.

5. CONCRETE

All in situ concrete work (mass and reinforced) shall comply with SABS Specification 1200G.

a). Concreting:

It is essential that the foreman who has charge of the construction of all concrete work, whether reinforced or not, shall be skilled in this class of work, and shall personally superintend the whole construction, paying special regard to:

- (i). the quality, testing and mixing of the materials.
- (ii). the laying of the material in place and the thorough compaction of the concrete to ensure solidity and freedom from voids;
- (iii). the construction and removal of formwork; and
- (iv). the sizes and positions of the reinforcement. Particular care shall be taken to work concrete against formwork and around reinforcement. Internal vibrators may be used with the approval of the Representative/Agent but external vibrators which act only on the formwork will not be permitted.

Concrete to be reinforced shall be deposited in such quantities as will permit of it being properly compacted around the reinforcement. The placing of concrete shall be completed within 2, 5 hours after mixing of ready mixed concrete. On no account shall concrete be incorporated into the work after it has attained its initial set.

b). Curing of concrete:

After the concrete has been placed, all exposed surfaces shall be kept continuously damp for at least 10 days by methods as may be approved by the Representative/Agent, such as covering with approved building paper, or by means of wet canvas, wet sacks, wet sand, by continuous hosing or ponding with water.

c). Movement joints:

All movement joints are to be filled in with approved bitumen impregnated soft board or expanded polyethylene strip and sealed at every unless otherwise specified or detailed on drawings and all joints shall be vertically straight.

6. WORKING HOURS

The working week is Monday to Friday, between 7:00 AM to 16:00 PM unless otherwise specified.

7. PROGRAMME OF WORK

A detailed programme of work shall be produced by the contractor and approved by the contract administrator prior to the commencement of any works.

8. GUARANTEES

The contractors shall provide a guarantee period of the product rendered by them, and shall be liable for retention amount being withheld until the guaranteed period has lapsed.

9. QUALITY OF MATERIAL

Utilize quality control tests to determine the acceptability of material, as placed and compacted before the succeeding layer can be applied.

Fill deformed areas or all pot holes with the appropriate material and compact so as to conform to the adjoining material.

10. MEASUREMENT AND PAYMENT

Preparation of the existing pavement will be measured on an area basis and paid for at the contract unit price per square metre for preparation of existing pavement areas. The area to be paid for will be the total number of square metres of existing driveway areas that are scarified, regarded, shaped, compacted and concrete applied in accordance with this specification, accepted and measured by the contract administrator.

11. Safety requirements (According to Act 85 of 1983):

Safety requirements shall be adhered to at all times during construction. NB: Protective clothing i.e. Safety boots, Vests, Gloves, Masks, and Goggles shall be worn at all times during construction.

12.

Preliminary and General Costs

P & G's: are defined as those expenses which are incurred before work in producing the project deliverable commences, together with those costs that are non-specific to a particular Bill or Activity list item. P&G cost therefore represents those costs which cannot be reasonably allocated to any specific identified activity on a project.

The following items are normally priced as Preliminaries in a Bill of Quantities:

- ❖ Site staffing
- ❖ Cleaning site and clearing rubbish
- ❖ Site transport service
- ❖ Mechanical plant
- ❖ Scaffolding
- ❖ Site accommodation
- ❖ Small plant
- ❖ Temporary services
- ❖ Public services
- ❖ Welfare and safety provisions
- ❖ Setting out of works
- ❖ Samples and testing
- ❖ Insurances etc.

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PART C3: SCOPE OF WORKS

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PART C3
SCOPE OF WORKS
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Part C3

Section 3

PROCUREMENT

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PART C3

Section 3

PROCUREMENT

3.1 Subcontracting

- 3.1.1 Tenders are required to provide a list of work, which they intend carrying out on a subcontract basis, and that which they intend carrying out with own permanent employees.
- 3.1.2 Tenders shall outline their policy with regard to the employment of local "previously marginalized" subcontractors, and the estimated proportion of the work in the various trades that will be subcontracted to such subcontractors.
- 3.1.3 The successful Tenderer will be responsible for the supervision and quality control of the work undertaken by the subcontractors.
- 3.1.4 The successful Tenderer shall not take advantage of the lack of pricing skills of emerging subcontractors, and obvious errors in pricing shall be pointed out and rectified to reflect the reasonable prices for the work.
- 3.1.5 Any subcontractors in which the main Contractor considers using shall be submitted to Transnet Freight Rail for approval.

PART C3

SECTION 4

GENERAL CONSTRUCTION ASPECTS

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SECTION 4

GENERAL CONSTRUCTION ASPECTS

4.1 Works Specifications

4.1.1 Standard Specification

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

4.1.1.1 SABS Specifications (To be obtained by the contenders)

National Building Regulations	SABS 0400 : 1990
General Structural	SABS 1200AH : 1986
Electrical Code of Practice	SABS 0142

4.1.1.2 Drawings

Applicable specifications referred to as secondary specifications

4.2 Construction Equipment

The Contractor shall supply all equipment necessary to perform the work.

4.3 Existing Services

4.3.1 The Contractor shall be responsible for locating and protecting existing services. The position of existing services (if) shown on the drawings are only approximate. Services other than that shown on the drawings may be pointed out to the Contractor by the Transnet Freight Rail Supervisor and the Contractor shall take responsibility to protect them in the same way as those shown on the drawings. Damage to any service shown on the drawings or pointed out to the Contractor shall immediately be reported to the Transnet Freight Rail Supervisor who will arrange for its repair.

4.3.2 The Contractor shall reinstate the services and structures damaged during construction.

4.3.3 Any damages caused by the Contractor to Transnet property and services shall be rectified by the Contractor at his own costs and to the full satisfaction of the Supervisor.

4.3.4 Permission to connect to any existing Transnet Freight Rail service, on a temporary basis, must be obtained from the Transnet Freight Rail Supervisor.

4.4 Site Establishment

4.4.1 Not Applicable.

4.5 Site Usage

4.5.1 The establishment of a site is the responsibility of the successful tenderer and this must be provided for in the quotation. Fixed assets such as fencing, carports etc. shall be removed or demolished after completion of the Works.

- 4.5.2 The Contractor shall provide an office for the Transnet Freight Rail Supervisor on site upon request.
- 4.5.3 Housing of Contractor's staff on any Transnet property will not be permitted.
- 4.5.4 The Contractor is to make his own arrangements for the distribution of electrical power for his own use on the site. Transnet Freight Rail will not be responsible for any claims whatsoever brought about by any disruption or fluctuations in the supply of any such electrical power to the Contractor.
- 4.5.5 The Contractor is to apply to the network provider for a telephone if required.

4.5.9 Contractor's own and supervised site store

- 4.5.9.1 The Contractor must provide adequate storage, at his own expense to the satisfaction of the Transnet Freight Rail Supervisor. All material must, in addition, be stored or stacked in position that will not interfere with other work in progress in the area.
- 4.5.9.2 Sites for storage facilities on property of Transnet Freight Rail, if available, must be arranged in conjunction with the parties concerned. Where no sites are available, the Contractor must make his own arrangements at his expense.
- 4.5.9.3 The Transnet Freight Rail Contract Supervisor shall be advised as early as possible where storage sites will be located.
- 4.5.9.4 The cost of this store shall be shown separately as an item in the quotation for installation.
- 4.5.9.5 On completion of the contract, the Contractor shall dismantle and remove the store entirely from the property of Transnet Freight Rail.

4.5.9.6 Off-loading, storage and distribution

- The Contractor shall be responsible for off-loading all material, the storage and safe custody thereof and for the distribution on the Works.
 - The Contractor shall maintain records, to the satisfaction of the Transnet Freight Rail Contract Supervisor, concerning the receipt and issue of all material.
 - All material must be stored or stacked in positions that will not interfere with other work in progress in the area.
- 4.5.10 The Contractor shall, on completion of the Works, clear the site of all leftover items of material, such as empty cable drums, cable off-cuts, empty tins, etc., to the satisfaction of the Transnet Freight Rail Supervisor. Off-cuts of all material of a valuable nature which is the property of Transnet, such as copper or aluminium wire or cable, shall be returned to a site to be directed by Transnet Freight Rail Supervisor.

4.6 Alterations, additions, extensions, and modifications to existing works

- 4.6.1 Contractor shall use the given drawings as a guideline or proposal by Transnet Freight Rail, and should the Contractor deem it necessary/appropriate to deviate from the above, he shall inform the Project Manager/Transnet Freight Rail Supervisor for approval.
- 4.6.2 Only Transnet Freight Rail Contract Supervisor or his appointed designate shall be allowed to enter Site Instructions. Any instruction that might result in a change in scope or has cost implications shall only be carried out once a Compensation Event has been approved by Transnet Freight Rail, otherwise the client may refuse to pay for such work.

4.7 Inspections of adjoining properties

4.8.1 Not Applicable.

4.9 Water for construction purposes

4.9.1 The Contractor shall use existing water connections in the building if available for construction purposes; otherwise the contractor must provide its own water supply.

4.10 Survey control and setting out the Works

Not Applicable

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Section 5

MANAGEMENT OF THE WORKS

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5.16	RECORDING OF WEATHER.....	
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PART C3

Section 5

MANAGEMENT OF THE WORKS

5.1 SABS Specifications

The following SABS Specifications and associated specification data are applicable:-

5.1.1 SABS 0400 - 1990: NATIONAL BUILDING REGULATIONS

5.1.2 SABS 1200AH - 1986: GENERAL STRUCTURAL.

5.1.3 SABS 0142: ELECTRICAL CODE OF PRACTICE.

5.2 Particular/generic specification

5.2.1 Refer to Section 7

5.3 SITE RECORDS:

5.3.1 Site Diary

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed off, incidences that have occurred, what work is to be done on that day, etc.

5.4 SITE INSTRUCTION BOOK:

- 5.4.1 The Contractor shall supply and have available ON SITE at all times three A4 size triplicate carbon copy books.
- 5.4.2 In one book, site instructions will be recorded. Only the Project Manager and the Supervisor or their delegated representative will have the authority to issue site instructions to the Contractor. Any instruction that might result in a change in scope or has cost implications, shall only be carried out once a Compensation Event has been approved by Transnet Freight Rail, otherwise the client may refuse to pay for such work.
- 5.4.3 The second book will be used as the Risk Register required by the Contract for Engineering and Construction Work, NEC3.
- 5.4.4 The third book will be a site diary. Site diaries shall be forwarded to the Transnet Freight Rail Supervisor during monthly progress meetings. Site activities and information (including weather conditions) shall be entered in a site diary on a daily basis. Amongst others the safety talks shall be entered, and all visitors on site shall sign the Site Diary. Working hours are to be aligned with the Depot working hours, any work to be done outside normal Depot working hours to be discussed with the relevant Depot.
- 5.4.5 The original sheet of each set of three pages will be removed from the books and retained by the Project Manager. The Contractor may remove the second sheet but the third sheet shall be retained on the site until completion of the Works when it shall be handed to the Project Manager.
- 5.4.6 All important communication shall be in writing.

5.5 PROGRAMME & PLANNING OF THE WORK

- 5.5.1 The contractor shall provide to the Project Manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet Freight Rail with minor disruptions as no delays must be allowed in this regard.
- 5.5.2 The programme must be agreed to (in the site instruction book) before any work will be allowed to commence. The programme can be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

5.6 WATER SUPPLY:

- 5.6.1 If existing water supply is available, it will be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet. The Contractor must supply all connections, hoses, etc., as necessary.

5.7 ELECTRICITY SUPPLY:

- 5.7.1 If existing electricity supply is available, the Contractor will be allowed to use it for construction purposes only. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the Health and Safety Act, (Act 85 of 1993) and SABS 0142.

5.8 ACCESS TO SITE:

- 5.8.1 The premises will be vacant during the execution of the contracts.

- 5.8.5 Access points to site (security) checks at close of day

- 5.8.5.1 Not Applicable

5.9 MATERIALS FOUND ON SITE:

The Contractor shall not use on the works any materials found on the site without the prior written consent of the Project Manager. No material that is lying on the site (other than that from this contract) or on Transnet's property may be removed (even if deemed as scrap) by the contractor.

5.10 CLEARING OF SITE:

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager. The contractor is to see that there is no build-up rubble, both on site, service lift, main lifts, passages foyers or parking areas.

Existing carports/parking area is not to be used to store materials or for the use of construction vehicles.

5.11 WORKING OUTSIDE NORMAL WORKING HOURS:

The normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Transnet will not unreasonably withhold permission; however the Contractor may have to pay for Transnet's supervisory personnel.

5.12 ENVIRONMENT

- 5.12.1 Refer to section 6

5.13 ACCOMMODATION OF TRAFFIC ON PUBLIC ROADS OCCUPIED BY THE CONTRACTOR

- 5.13.1 Not Applicable

5.14 OTHER CONTRACTORS ON SITE

Not Applicable

5.15 TESTING, COMPLETION, COMMISSIONING AND CORRECTION OF DEFECTS

- 5.15.1 When, in the opinion of the Supervisor, any part of the work done or any items of material used is not in accordance with the requirements of the Contract, whether or not payment for such work or material has been made, he may order the Contractor in writing to remove any objectionable part, item or component thereof, to replace it with an acceptable part, item or component and to rectify or reconstruct the Works without cost to Transnet.
- 5.15.2 The Works will not be accepted by Transnet as complete until all defects of every kind have been made good to the satisfaction of the Supervisor.
- 5.15.3 Within a reasonable time after receipt of written instructions from the Project Manager/Supervisor, the Contractor shall make good to the satisfaction of the Supervisor all the defective material and workmanship which are not in accordance with the contract and which may appear within a period of 12 months, or such other period as stipulated in the Contract Data, after the date stated in the CERTIFICATE OF COMPLETION, and shall repair all damage caused thereby.
- 5.15.4 Should the Contractor fail to comply with the above provisions, Transnet may cause the required work to be carried out at the expense of the Contractor and may recover the cost thereof from the Contractor.
- 5.15.5 Testing and commissioning shall be done in accordance with applicable standards, generic and particular specifications.

5.16 RECORDING OF WEATHER

- 5.16.1 The requirements are covered in the contract data.

5.17 KEY PERSONNEL

- 5.17.1 The Contractor shall provide an organogram of his key personnel on site, including all relevant contact details within two weeks from the start date.

5.18 MANAGEMENT MEETING

- 5.18.1 Risk reduction meetings: These meetings can form part of the regular site meetings or be held as separate meetings. At these meetings the following issues will be discussed:
- (i) Compensation events
 - (ii) Early warnings
 - (iii) Contractual claims
 - (iv) Risk register
- 5.18.2 The Contractor shall attend site meetings when convened by the Transnet Freight Rail Supervisor (normally once a month). Such meetings will be for the purpose of discussing progress, delays, materials, conditions and the co-ordination of site activities. The meetings will be chaired by the Project Manager or his deputy and the proceedings shall be minuted and circulated by the Transnet Freight Rail Supervisor.

5.18.3 The Contractor shall attend ad hoc site meetings when convened by the Transnet Freight Rail Supervisor. Such meetings will be for the purpose of discussing specific issues or problems relating to specifications and adherence thereto, quality and contractual matters.

5.18.4 Contractor's representatives at these meetings shall have the necessary delegated authority in respect of aspects such as planning, change management, health and safety.

5.19 PAYMENT

5.19.1 Payments shall be made at an agreed date once a month only, for work satisfactory completed, (minus retention money), as per Contract Data and in accordance with the Bill of Quantities. This will be a part payment for the work completed on the date of measurement.

5.19.2 Payment will be paid within 30 days from date of receipt of the approved Invoice been received in the financial office in Johannesburg.

5.20 INSURANCE PROVIDED BY THE EMPLOYER

5.20.1 Details of these are covered in the Contract Data.

5.21 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

5.21.1 Health and safety requirements are covered in Transnet Specifications E4E (August 2006).

Part C3

Section 6

ENVIRONMENTAL REQUIREMENTS

Item	Description	INDEX	Page
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PART C3

Section 6

ENVIRONMENTAL REQUIREMENTS

6.1 Works specification

6.1.1 All work shall be done in accordance with the Environmental Management Plans and applicable specifications below:

- 6.1.1.1 Specification E4B: November 1996): Minimum Communal Health Requirements in areas outside the jurisdiction of Local Authority.
- 6.1.1.2 National Environment Management Act, 107/1998
- 6.1.1.3 Environmental Conservation Act, 73/1989
- 6.1.1.4 National Water Act, 36/1998

6.2 Environment

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

- 6.2.1 The National Environmental Management Act, 107/1998;
- 6.2.2 The Environmental Conservation Act, 73/1989; and
- 6.2.3 The National Water Act, 36/1998.
- 6.2.4 The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractor's cost.

6.3 ADDITIONAL DOCUMENTS AND NUMBERS TO BE SUPPLIED

- 6.3.1 Compensation for Occupational Injuries and Diseases Act, 1993
- 6.3.2 Registration number: _____
- 6.3.3 District Council Number: _____
- 6.3.4 VAT Registration Number: _____

A certified copy of the Compensation form, VAT, relevant District Council Registration form as well as the ID document must be submitted with tender documents.



PART C3

SECTION 7

PARTICULAR SPECIFICATIONS

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PART C3**SECTION 7****PARTICULAR SPECIFICATIONS****PROJECT SPECIFICATIONS****NOTE:**

1. *For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Drawings, Codes and Standards, where relevant, and this shall be deemed to form part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision in this Specification description shall apply.*
2. *Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular product specified. In addition, Tenderers must tender on the design specified. The accepted tenderer (i.e. Contractor) may, after obtaining written authority from Transnet, use an alternative product or design.*

Where Transnet gives such a written authority at the request of the Contractor, for the Contractor's convenience, all additional costs involved will be done to the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

1. GENERAL

This section must be read in conjunction with the drawings, and appropriate document to derive at a contract price as asked for in the Bill of Quantities which is further transferred to Part C1.1 (FORM OF OFFER AND ACCEPTANCE (ECC3)).

1.2 Standard Specification

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

1.3 SABS Specifications (To be obtained by the contenders)

National Building Regulations	SABS 0400 – 1990
General Structural	SABS 1200AH- 1986
Electrical Code of Practice	SABS 0142

2. STARTING/COMPLETION DATES FOR PROJECT

The contract will commence on the commencement date and continue for a period of 3 (Three) months. This period of shall be inclusive of weekends, public holidays statutory holidays. Starting and completion dates will be communicated on award of project.

3. DRAWINGS

All drawings schedules of finishes, Bill of Quantities is to be fully studied and understood by main contractor and his sub-contractors. Any queries regarding above, to be made to Project Manager immediately.

4. GENERAL INFORMATION

4.1 PARKING

Contractor to arrange with Transnet Freight Rail Supervisor on site for parking of his vehicles, his staff and subcontractors vehicles in the building area.

4.2 TOILET FACILITIES

The contractor and his sub-contractors staff will not be allowed the use of the toilet facilities within the construction area. These toilet facilities shall be maintained in a clean and approved manner at all times during construction/project. The Contractor must make provision of his own toilet facilities during construction.

4.3 SMOKING

No smoking rule in construction area 30 minutes before close of working day.

A general check to be carried out for smouldering cigarette ends at end of working day.

4.4 SUPERVISION

Full on site supervision by contractor (or his appointed representative) must be approved at all times during all aspects of the project. Name and telephone number/cellular phone is to be provided to Project Manager and Transnet Freight Rail Supervisor when project commences.

4.6 WORK QUALITY ASSURANCE AND CONTROL

The Tenderer shall submit with his tender his work quality assurance plan and procedures, indicating how the necessary work quality assurance and control will be carried out in order to meet the specification requirement during project.

4.7 LOCAL AUTHORITIES

The contractor shall make all arrangements with and obtain the necessary permission from local authorities that may be required, for the placing of bins (rubble removal) on public property and for the execution and proper completion of the works. The contractor shall at all times comply with relevant by-laws. All rubble shall be removed and dumped at a registered municipal dumping site.

4.8 HOT WORK PERMIT

A hot work permit will be provided to the contractor and sub-contractors. Permit is to be read and fully understood by contractors, before any welding, gas welding and cutting with angle grinder is allowed. Permit is to be signed and returned to Transnet Freight Rail supervisor/Fire officer.

4.9 CLOSE-DOWN PROCEDURES

This procedure and checks are to be used at end of a working day. Contractor and his workmen to take note:-

4.10 ELECTRICITY

Isolate all non-essential electrical circuits at main and distribution switchboards. Switch-off large machines, e.g. Welding cutting machines etc. Small appliances to have wall sockets switched off and plug tops withdrawn. Check that electrical equipment, which requires to be powered overnight, is operating correctly and all combustible material are at a safe distance.

4.11 OPEN FIRES

No open fires will be permitted in any area of building/construction area.

4.12 FLAMMABLE LIQUIDS AND SUBSTANCES

Return all flammable liquids and other hazardous materials e.g. (Paint) to suitable lockable storage area.

Remove from building (site) all refuse bins containing oily and solvent rags and cleaning material and place in designated safe location out of doors (away from site).

4.13 DAMAGE TO TRANSNET FREIGHT RAIL PROPERTY

Any damages caused by the contractor to the building (PX) or existing services shall be rectified by the contractor at his own cost and to the full satisfaction of the Project Manager and Transnet Freight Rail Supervisor.

4.14 MAKING GOOD

Where any item is specified and no specific mention is made of preparatory work making good existing surfaces and items to accommodate the specified item that these items to be considered as being required, and the cost of these items shall be allowed for in the tendered price.

4.15. EXTRAS / ALTERATIONS

Transnet Freight Rail may request alterations, extras, additions to, or omissions from the works. The contractor shall carry out or give effect to such orders from Transnet Freight Rail. The rates for such works shall be agreed between the contractor and Transnet Freight Rail, and where possible rates quoted in the schedule of works and prices shall form the basis as far as may be reasonable, of such agreement.

4.16. GENERAL

- An updated Safety file will be on site at all times.
- An Induction course will be presented to all the Workers before the start of the contract. This will be done by a Transnet representative.
- An approved municipal dump site will be used for all building rubble.
- Contractor to note that some offices might be occupied during the construction period.
- A workable, realistic construction plan (bar chart) will be presented before work commences

PART C3

SECTION 8

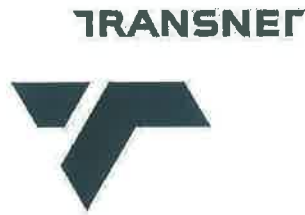
GENERAL SPECIFICATIONS

8. GENERAL SPECIFICATIONS

8.1 General specifications

- 8.1.1 E.4E (August 2006) – Safety arrangements and procedural compliance with the occupational health and safety act (Act 85 of 1993) and applicable regulations.
- 8.1.2 E7/1 (May 2011) – Specification for works on, over, under or adjacent to railway lines and near high voltage equipment.

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TRANSNET SOC LTD
(Registration no. 1990/000900/30)

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

1. General

- 1.1 The Contractor and Transnet SOC Ltd (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 Project Manager or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -

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

- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m,

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

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

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

4. Special Permits

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

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
 - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) the identification of the risks and hazards that persons may be exposed to;
 - (b) the analysis and evaluation of the hazards identified;
 - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
 - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;

- (d) the site access control measures pertaining to health and safety to be implemented;
 - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Project Manager with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
 - (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Project Manager'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 Project Manager'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 Project Manager or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Project Manager, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

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

7. Hazards and Potential Hazardous Situations

The Contractor and the Project Manager 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 Project Manager, 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 Project Manager.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Project Manager upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

2. Principal contractor's compensation registration number

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

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

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

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

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

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

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

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

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

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

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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

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

ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____ I, _____

representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____

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

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

Date : _____

Signature :- _____

Designation :- _____

ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature :- _____

Date : _____

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ANNEXURE 4

(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET SOC LTD)

SITE ACCESS CERTIFICATE

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

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

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

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

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

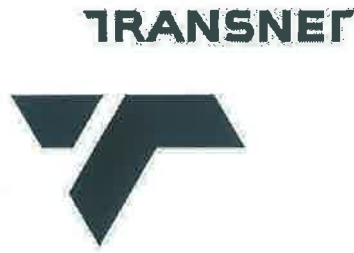
Signed : _____ Date : _____
PROJECT MANAGER

ACKNOWLEDGEMENT OF RECEIPT

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

Name : _____ Designation : _____

Signature : _____ Date : _____



(REGISTRATION NO.1990/000900/30)
**TRADING AS
TRANSNET FREIGHT RAIL**

**ADDENDUM NO. 1
TO THE
SECONDARY AND GENERAL SPECIFICATIONS
OF THE CONTRACT**

- 1) Where ever the word "Spoornet" appears in these specifications, please replace it with "Transnet Freight Rail".
- 2) Wherever reference is made to the E5(M.W.)(1996), the E5(Nov.1996) or E160 General Conditions of Contract, please refer to the Conditions of Contract of the ECC3 Contract.
- 3) Where ever the words "Technical Officer" appear in these specifications, please replace with "Supervisor".

Part C4: Site Information

"PREVIEW COPY ONLY"

Part C4

Site Information

4 Site Information

4.1 REHABILITATION OF KASERNE ROAD

4.2 Attached are preliminary construction layout drawings plan for tender purposes only.

4.3 The Contractor shall attend the site clarification meeting and acquaint himself with the nature of the works, the conditions under which the work is to be performed, and the means of access to the site, any limitations or other authorities and in general with all matters that may influence or affect the contract.

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TRANSNET



Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

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







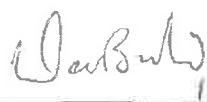

(This specification shall be used in network operator contracts)

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(This page not to be issued with contract)

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

Author:	Project Manager Capital Program (Electrical)	G. Maposa	
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"	Chief Engineer Transport Telecoms	D. Botha	 17 June 11
Authorised:	Chief Engineer Infrastructure Engineering	J. van Aardt	 2011/06/30

Date: May 2011

(This page not to be issued with contract)

TRANSNET



Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

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

(This specification shall be used in network operator contracts)

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1.0 SCOPE

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

2.0 DEFINITIONS

The following definitions shall apply:

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

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

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

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

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

"Dead" - Isolated and earthed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART A - GENERAL SPECIFICATION

3.0 AUTHORITY OF OFFICERS OF TRANSNET

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

4.0 CONTRACTOR'S REPRESENTATIVES AND STAFF

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

5.0 OCCUPATIONS AND WORK PERMITS

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

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

6.0 SPEED RESTRICTIONS AND PROTECTION

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

7.0 ROADS AND ROADS ON THE NETWORK OPERATOR'S PROPERTY

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

8.0 CLEARANCES

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

9.0 STACKING OF MATERIAL

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

10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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

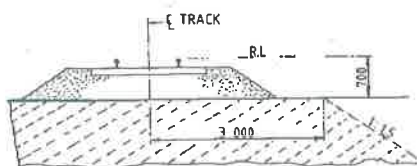


Fig. 1.

- 10.2 The Contractor shall provide, at his own cost any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
- 10.3 Where required by the Contract Supervisor, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed, obtained before the excavation is commenced.
- 10.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Contract Supervisor.
- 10.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

11.0 FALSEWORK FOR STRUCTURES

- 11.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Contract Supervisor and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.
- 11.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Contract Supervisor a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Contract Supervisor to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

12.0 PILING

- 12.1 The Contract Supervisor will specify the conditions under which piles may be installed on the network operator's property.

13.0 UNDERGROUND SERVICES

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

14.0 BLASTING AND USE OF EXPLOSIVES

- 14.1 When blasting within 500m of a railway line, the Contractor shall observe the requirements stipulated in this specification.
- 14.2 No blasting shall be carried out except with the prior written permission of the Contract Supervisor and under such conditions as he may impose.
- 14.3 On electrified lines the Contractor shall also obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days notice of his intention to blast. No blasting shall be done in the vicinity of electrified lines unless a member of the network operator's electrical personnel is present.
- 14.4 The Contractor shall arrange for the supply, transport storage and use of explosives.
- 14.5 The Contractor shall have labour, tools and plant, to the satisfaction of the Contract Supervisor, available on the site to clear immediately any stones or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the network operator.
- 14.6 The Contractor shall notify the Contract Supervisor of his intention to blast at least 21 days before the commencement of any blasting operations.
- 14.7 Before any blasting is undertaken, the Contractor and the Contract Supervisor shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any existing cracking or damage to such structures, etc. The Contractor, shall, subject to the provisions stipulated in the Contract Insurance Policy, make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Contract Supervisor, was directly caused by the blasting.
- 14.8 After completion of the blasting the Contractor shall obtain a written clearance from each landowner in

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

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

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

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

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

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

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

(ii) when blasting may take place;

(iii) when blasting actually takes place; and

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

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

15.0 RAIL TROLLEYS

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

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

16.0 SIGNAL TRACK CIRCUITS

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

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

17.0 PENALTY FOR DELAYS TO TRAINS

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

18.0 SURVEY BEACONS AND PEGS

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

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

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

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

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

19.0 TEMPORARY LEVEL CROSSINGS

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

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

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

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

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

20.0 COMPLETION OF THE WORKS

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

21.0 PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

24.0 SUPERVISION

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

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

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

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

25.0 HOUSING OF EMPLOYEES

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

26.0 OPTICAL FIBRE CABLE ROUTES

- 26.1 The Contractor shall not handle, impact, move or deviate any optical fibre cable without prior approval.
- 26.2 Works that in any way affect the optical fibre cable requires prior approval from the Contract Supervisor

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

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

27.0 GENERAL

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

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

- 27.2 This specification must be read in conjunction with and not in lieu of the Electrical Safety Instructions.
- 27.3 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Electrical Safety Instructions.
- 27.4 The Electrical Safety Instructions cover the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).
- 27.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tool he is using or any equipment he is handling, to come within 3 metres of any "live" high-voltage equipment.
- 27.6 The Contractor shall regard all high-voltage equipment as "live" unless a work permit is in force.
- 27.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of the network operator's staff where this is necessary.
- 27.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

28.0 WORK ON BUILDINGS OR FIXED STRUCTURES

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

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

- 29.1 No person may stand, climb or work, whilst on any platform, surface or foothold:
- 29.1.1 higher than the normal unrestricted access way, namely -
 - 29.1.1.1 external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
 - 29.1.1.2 walkways between coaches and locomotives.
 - 29.1.2 of restricted access ways in terms of the Electrical Safety Instructions namely -
 - 29.1.2.1 the floor level of open wagons
 - 29.1.2.2 external walkways or decks of road-rail vehicles, on-track maintenance machines and material trains.
 - 29.1.3 Unauthorised staff working on these platforms must be directly supervised by duly authorised persons in terms of clause 607.1.3 of the Electrical Safety Instructions. These persons must attend the relevant electrical safety module training. A letter of training must then be issued by an accredited training authority. A Category C Certificate of Authority must be obtained from the

local depot examining officer.

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

30.0 USE OF EQUIPMENT

30.1 Measuring Tapes and Devices

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

30.2 Portable Ladders

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

31.0 CARRYING AND HANDLING MATERIAL AND EQUIPMENT

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

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

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

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

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

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

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

33.0 USE OF WATER

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

34.0 USE OF CONSTRUCTION PLANT

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

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

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

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

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

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

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

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

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

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

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

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

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

36.0 TRACTION RETURN CIRCUITS IN RAILS

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

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

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

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

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

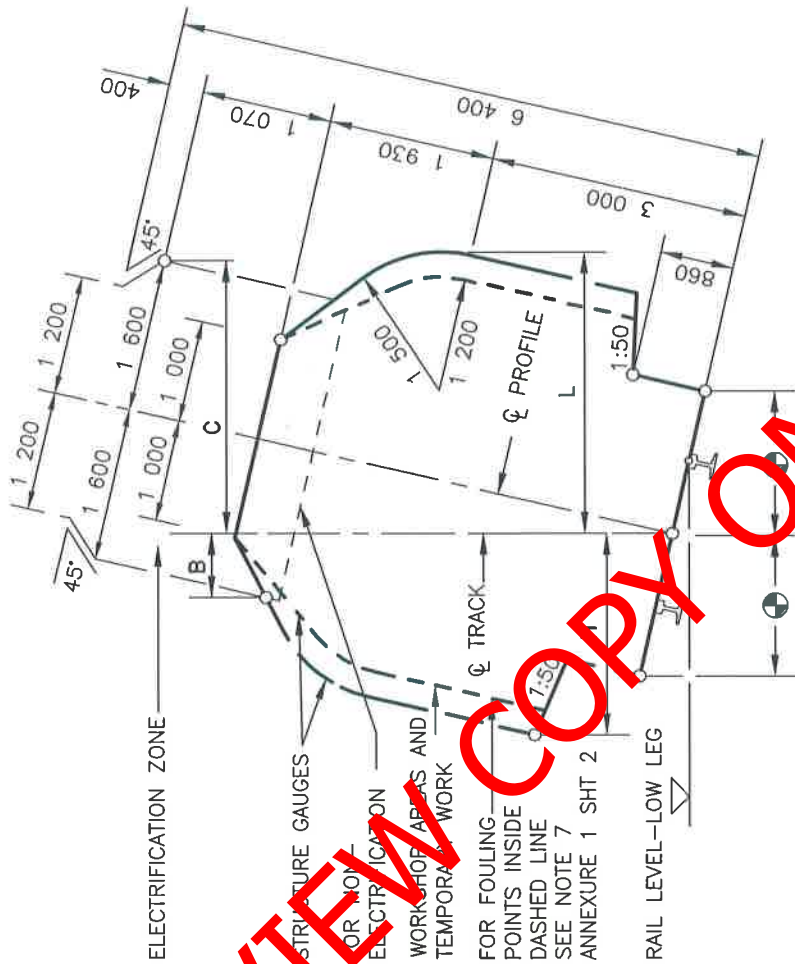
Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by the network operator, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

Such equipment includes:-

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


END

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RADIUS (m)	WITH CANT		NO CANT H & L	WITH CANT	
	H (mm)	L (mm)		B (mm)	C (mm)
90	2 730	3 090	2 780	1 350	2 100
100	2 700	3 030	2 750	1 140	2 050
120	2 650	2 970	2 700	1 100	2 000
140	2 620	2 920	2 660	1 175	1 900
170	2 590	2 870	2 630	1 190	1 870
200	2 570	2 820	2 600	1 205	1 850
250	2 550	2 790	2 580	1 230	1 820
300	2 540	2 760	2 560	1 250	1 800
350	2 530	2 730	2 540	1 270	1 890
400	2 520	2 710	2 530	1 290	1 875
500	2 510	2 680	2 520	1 320	1 850
600	2 500	2 660	2 510	1 340	1 830
800	2 490	2 620	2 500	1 365	1 790
1 000	2 480	2 600	2 490	1 380	1 760
1 200	2 480	2 580	2 490	1 200	1 730
1 500	2 480	2 550	2 480	1 415	1 700
2 000	2 480	2 500	2 480	1 440	1 660
3 000	2 470	2 470	2 470	1 500	1 600
>5 000	2 460	2 460	2 460	1 600	1 600

REMARKS:

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



REMARKS:

1. V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
2. S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR APPLICATION AT CURVES
 - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 15m ALONG STRAIGHTS.
5. NEW STRUCTURES: SEE BRIDGE CODE.
6. TUNNELS: SEE DRAWING BE 82-35.
7. FOULING POINTS: SEE CLAUSE 8.1.
8. CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21.2m VEHICLE BODY LENGTH.
9. SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

CLEARANCES : PLATFORMS

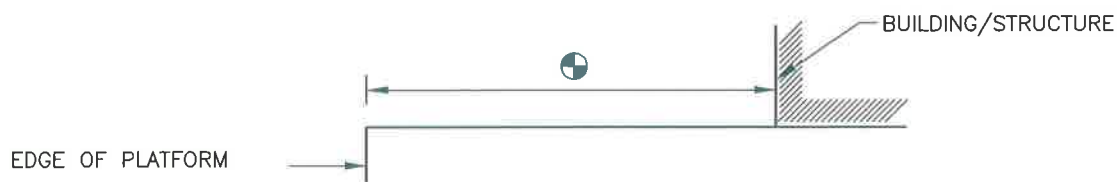
PLATFORMS : TRACK GAUGE 1 065mm

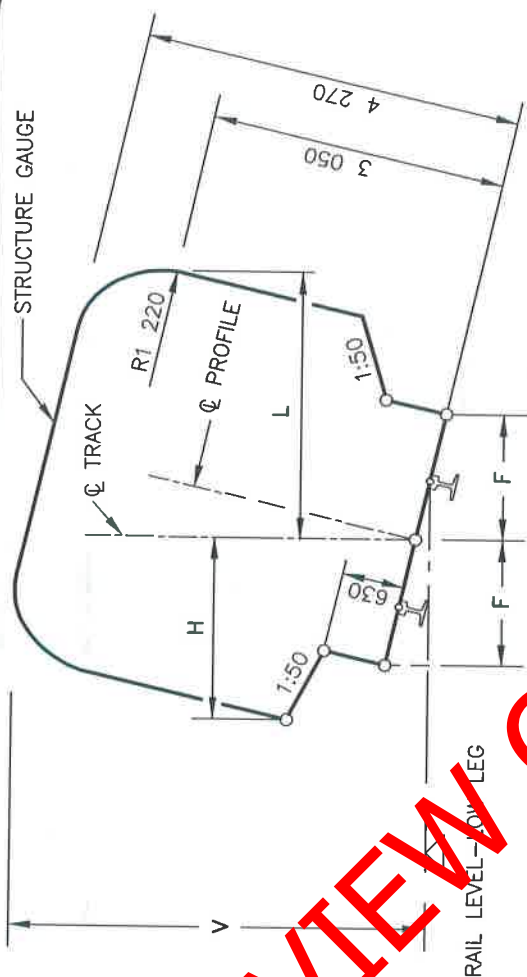
PASSENGERS					GOODS
RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1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

REMARKS:

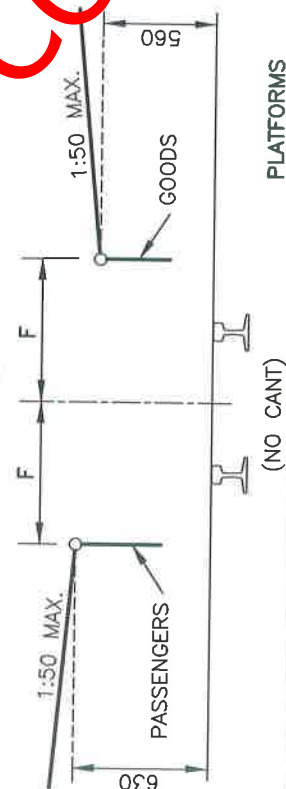
1. NO CANT TO BE APPLIED EXCEPT WHEN THE GOODS PLATFORM IS ON A RUNNING LINE.
2. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
3. 8m TO MAIN STATION-BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
4. TOLERANCES : SEE CLAUSE 8.0.10.

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





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



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

REMARKS:

1. H IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
2. L IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
3. V IS THE MINIMUM VERTICAL CLEARANCE.
4. FOR APPLICATION AT CURVES:
 - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 2m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 18m ALONG STRAIGHTS.
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.
8. SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.