

**TRANSNET**



**NEC3 Engineering & Construction Short Contract  
(ECSC)**

**Transnet SOC Ltd**

(REGISTRATION NO. 1990/000900/30)

trading as

**Transnet Freight Rail**

**Tender No. SIM15044CIDB**

**FOR THE REFURBISHMENT OF TRACTION TRANSFORMERS AT  
KOOKRUS, ANGUS, KLIPDRIF AND LOSBERG AT TRANSNET  
FREIGHT RAIL**

**Issue Date: Tuesday, 20 - 10- 2015**

**Briefing Date: Monday, 27 -10-2015 at 09:00  
And on Tuesday, 28-10-2015 at 09:00**

**Closing Date: Thursday, 05-11- 2015 at 10:00**

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**TRANSNET**



**NEC3 Engineering & Construction Short Contract  
(ECSC)**

**Transnet SOC Ltd**

(REGISTRATION NO. 19/0/000900/30)

trading as

**Transnet Freight Rail**

**Tender No. SIM15044CIDB**

**FOR THE REFURBISHMENT OF TRACTION TRANSFORMERS AT  
KOOKRUS, ANGUS, KLIPDRIF AND LOSBERG AT TRANSNET  
FREIGHT RAIL**

**Issue Date: Tuesday, 19 - 10- 2015**

**Briefing Date: Monday, 26 -10-2015 at 10:00  
And on Tuesday, 27-10-2015 at 10:00**

**Closing Date: Thursday, 05-11- 2015 at 10:00**

## PART T1: TENDERING PROCEDURES

"PREVIEW COPY ONLY"

## PART T1: TENDERING PROCEDURES

### T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFQ NO. SIM15044 CIDB

#### 1. Responses to RFQ

Responses to this RFQ SIM15025 CIDB are requested from persons, companies, close corporations or enterprises for the refurbishment of Traction Transformers at Kookrus, Angus, Klipdrif and Losberg.

Tenderers should have a CIDB contractor grading designation of **3EP/ 2EP PE or higher**. Only Tenderers, who are registered with the CIDB, are eligible to submit tenders.

On or after **19 October 2015**, the RFQ 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; this tender document is free of charge.

RFQ documents will only be available for collection between **09:00** and **15:00** from **19 October 2015** until to **26 October 2015**.

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

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

Ms. Azwifaneli Muifha  
Tel No. 011 584 0808  
E mail: [azwifaneli.muifha@transnet.net](mailto:azwifaneli.muifha@transnet.net)

or

Mrs. Sarah Assegai  
Tel. No. 011 584 0668  
E-mail: [sarah.assegai@transnet.net](mailto:sarah.assegai@transnet.net)

## 2 Formal Briefing

**NB compulsory clarification meeting and site visit will take place in 2 days,** A compulsory clarification meeting with representatives of the Employer will take place at **Germiston, Infra Depot, No: 04 Corner Keswick and Stores road, Germiston 1401 on 27 October 2015 and on 28 October 2015 at 10:00** Tenderers are to be prepared to attend a compulsory site meeting thereafter. Tenderers are to bring the PPE reflective vest and safety boots.

- a) A Certificate of Attendance must be completed and submitted with your Response as proof of attendance required for a compulsory site meeting and RFQ briefing.
- b) Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- c) Respondents without a valid RFQ document in their possession will not be allowed to attend the RFQ briefing.
- d) The briefing session will start punctually at 10:00 and information will not be repeated for the benefit of Respondents arriving late.

**This tender closes punctually at 10:00 hours on Thursday, 05 November 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 RFQ 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 Responses / 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 RFQ 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 Respondent to RFQ 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, email 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 [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

#### 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.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 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.

#### 3.2 Enterprises will be rated by such agencies 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 [Statement 000, Section 4], any enterprise with 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
- Black 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 or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

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

Transnet will accordingly allocate a maximum of **20 [twenty] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A – B-BBEE Preference Points Claim Form** for further details].

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

#### 4 Communication

Respondents are warned that a Response 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 RFQ between the closing date and the date of the award of the business.

- 1.1 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 RFQ 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.

- 1.2 After the closing date of the RFQ, 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 RFQ 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 RFQ

- 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 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission may result in disqualification.

#### 8 VAT Registration

The valid VAT registration number must be stated here: \_\_\_\_\_ [if applicable].

#### 9 Legal Compliance

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



## 10 Changes to Quotations

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

## 11 Pricing

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

## 12 Prices Subject to Confirmation

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

## 13 Negotiations

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

## 14 Binding Offer

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

## 15 Disclaimers

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

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

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 below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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.

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

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.

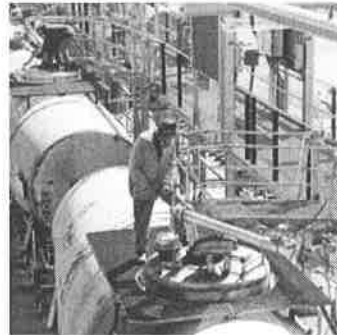
This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

### 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 093 056.

**Transnet is firmly committed to free and competitive enterprise.**

- » Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and anti-trust practices
- » Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing H&B EE 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](http://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: 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.

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 SOC Ltd 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 Contract Data

**Part C2: Pricing data**

C2.1 Pricing instructions

C2.2 Bill of Quantities/ Activity Schedule

**Part C3: Scope of work**

C3 Scope of work

**Part C4: Site information**

C4 Site information

F.1.4 The employer's agent is:

Name : Ms. Kwelatha Tyelwani

Address : Rail Network Planning

Tel : 011 570 7204

Cell : 083 709 4594

E-mail : Azwifaneli.muifha@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.2.1.1 The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, 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 for a **3 EP/2 EP PE or higher** 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:

☐ **Compliance to specification.**

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 **EP** 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 **EP** 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 : Ms. AP Muifha

Tel : 011 584 0808

Fax : 011 774 9836

E-mail : azwifaneli.muifha@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.2.12 No alternative tender offers will be considered.

F.2.12 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.

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, the envelope is 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 and Time:
- (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)**

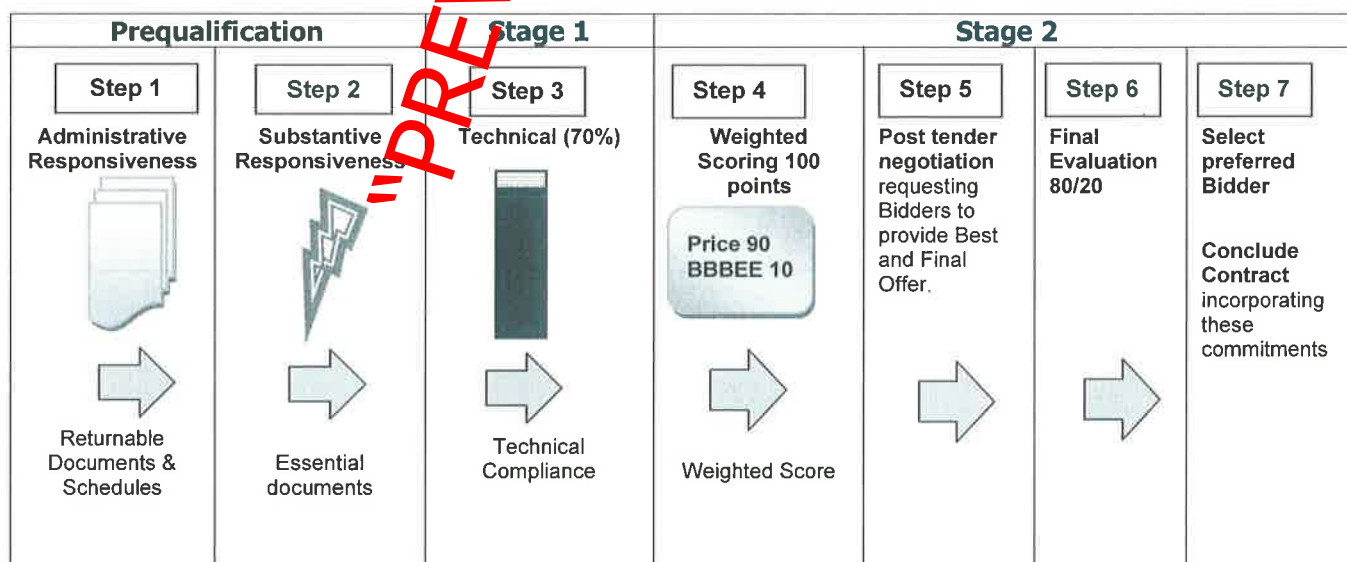
F.2.23 The Tenderer is required to submit the following certificates with his tender:  
1.) An original valid Tax Clearance Certificate issued by the South African Revenue Services. **Failure to provide this document with the tender submission will result in disqualification.**  
2) BBBEE evaluation 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 offers are:  
Time **10:15 on the closing date of tender.**  
Location: **Table G66 & 69, West Wing, Ground Floor, Inyanda House, 21 Wellington Road, Parktown, Johannesburg**

F3.11.1 Responsive and Substantive Test:  
**Step 1:** Administrative Responsiveness: All Returnable Documents/Schedules provided: Mandatory and Essential  
**Step 2:** Substantive Responsiveness: All Mandatory documents complete and correct and acceptable response to any clarification on Essential documentation

**Stage 1:**

F3.11.1 EVALUATION CRITERIA



### Responsive and Substantive Test:

**Step 1:** Administrative Responsiveness: All Returnable Documents/Schedules provided: Mandatory and Essential. (Mandatory: Valid CIDB Certificate; Completed Price list; Completed Form of Offer, Acknowledgement and response to all Addenda and Briefing/Site Minutes)

**Step 2:** Substantive Responsiveness: The following are mandatory requirements;

**All Mandatory documents complete, Compliance to Specifications correct and acceptable response to any clarification on Essential documentation.**

- Certified copy of National Trade Test certificate ( Red Seal Electrical) for Electrician
- Clause by clause of 100% Compliance

#### Stage 1:

**Step 3:** Test minimum threshold of **70%** for Technical Compliance:

Transnet reserves the right to lower the threshold for Technical (Quality) to **60%** [Fifty percent] if no Bidders pass the predetermined minimum threshold. This right will be exercised in Transnet's sole discretion.

(Points for Technical are not to be carried over to Stage 2)

Evaluation Criteria	Max no of points
Approach paper which responds to the scope of works and outlines proposed: <ul style="list-style-type: none"> <li>• Technical approach method statement</li> </ul>	60
<ul style="list-style-type: none"> <li>• Technical approach of method statement and Work plan with time frames Schedule, Gantt Chart/Level 2 Programme</li> </ul>	20
<ul style="list-style-type: none"> <li>• Comparable previous projects experience with regards to Transmission line equipment maintenance and installation : supplier to submit proof e.g. Certificate of Completion or Copy of Purchase Orders</li> </ul>	10
<ul style="list-style-type: none"> <li>• Safety and Health</li> </ul>	10
<ul style="list-style-type: none"> <li>• Risk <ul style="list-style-type: none"> <li>➤ Business Continuity Management and</li> <li>➤ Environmental Management Plan</li> </ul> </li> </ul>	100%

**Min threshold for Step 3 must be met to progress to Stage Two for final evaluation**

**Step 3:** Points for B-BBEE:

(Points for BBEE ONLY are carried over to Stage 2)

**Step 4:** Test minimum threshold of 70% for Technical (Quality) Criteria:

(Points are NOT carried over to Stage 2)

**Technical Criteria:**

**Stage 2:**

**Step 5: Financial offer and Preference**

F3.11.3 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,

F3.11.7 Score the financial offers of remaining responsive offers using the following formula:

$$N_{Fo} = W_1 \times A$$

Where:  $N_{Fo}$  is the number of tender evaluation points awarded for the financial offer.

$W_1$  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 Tenderers for SD.

Description of quality criteria and sub criteria			Max no of points
Commercial	Competitive Pricing	100	90
BBBEE	Points scored: Step 3	100	10
Total evaluation points			100

F.3.13.1 Tender offers will only be accepted if:

- The Tenderer has completed and returned all returnable documents and schedules.
- The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- 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.
- The Tenderer has not:
  - abused the Employer's Supply Chain Management System; or
  - failed to perform on any previous contract and has been given a written notice to this effect; and
- 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.

***Tender will be disqualified if all returnable documents and schedules are not returned.***

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 rates and 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 **NO PRICING is to be reflected / listed in any tender document other than in the Form of Offer and Bill of Quantities / Price List**
- 3 The tenders shall be completed in black ink only.
- 4 Tenderers shall give a clause by clause comment as to whether or not their tender complies. If not, how it differs from the specification(s). Failure to do so may preclude a tender from consideration.
- 5 Notwithstanding what is stated in Pricing Data, Tenderers are required to tender for all the areas quoted in the Bill of Quantities, if possible.
- 6 Transnet Freight Rail may conclude one or more contracts as a result of this tender.

## C1.1 Form of Offer & Acceptance

### Offer

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

#### FOR THE REFURBISHMENT OF TRACTION TRANSFORMERS AT KOOKRUS, ANGUS, KLIPDRIF AND LOSBERG

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the  
tenderer:**

\_\_\_\_\_  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:



## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the Employer** Transnet SOC Ltd \_\_\_\_\_

(Insert name and address of organisation)

Name & signature of witness \_\_\_\_\_ Date \_\_\_\_\_

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

## Schedule of Deviations

### Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

### For the tenderer

### For the Employer

Signature

Name

Capacity  
On behalf  
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &  
signature  
of witness

Date



## PART T2: RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

***(Tender will be disqualified if all returnable documents and schedules are not returned)***

#### 1 Returnable documents required for tender evaluation purposes

No	<b>RETURNABLE DOCUMENTS AND SCHEDULES</b> (All are to be submitted)
1	Record of Addenda to Tender documents
2	Certificate of authority for joint ventures (where applicable)
3	Labour Payment Schedule
4	Proposed amendments and qualifications
5	Contractual Safety Clauses and Questionnaire
6	RFQ Declaration Form
7	Annexure B - Non-Disclosure Agreement
8	BBBEE Preference Points Claim Form
9	Bond – Retention Percentage Choice( If applicable)
10	Certificate of Acquaintance with RFP Documents
11	Curriculum Vitae of key personnel
12	Certificate of Attendance at Site Clarification Meeting
13	Compulsory Enterprise Questionnaire
14	Schedule of Subcontractors
15	Schedule of Plant and Equipment
16	Schedule of the Tenderer's Experience
17	Supplier Declaration form (version 7)
18	Breach of Law Form
19	RFP Clarification Form
20	Supplier Code of Conduct
21	Breach of Law Form
22	RFP Clarification Form
23	Supplier Code of Conduct
24	<b>Statement of compliance with requirements of the Scope of work (clause by clause statement (as per attached document in the Contract Data C1.1 ) in a separate document)</b>

## 2 Other documents required for tender evaluation purposes

No	RETURNABLE DOCUMENTS AND SCHEDULES (All are to be submitted)
1	Certificate of Authority for Signature (Resolution by Board)
2	Current Letter of Good Standing with the Compensation Commissioner
3	a. Comprehensive Safety Plan and Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E specification
4	a. Comprehensive Environmental Management Plan, b. Risk Register and Business Continuity Plan. Risk register to cover identified risks associated with this project and accompanying risk mitigation measures.
5	Experience of Key Staff in the form of Curriculum Vitae
6	Proposed Organization and Staffing
7	BBBEE rating certificate with detailed scorecard
8	Certified Copy of CIDB certification
9	Letter of intent to provide performance bond
10	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets
11	Certified Copy of Share Certificates CK1 & CK2
12	Certified copy of certificate of incorporation and CM29 and CM9
13	Certified Copy of Identity Documents of Shareholders/Directors/members (where applicable)
14	Cancelled Cheque
15	Current and original Tax clearance certificate
16	Vat registration certificate
17	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy
18	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy
19	Current and original Tax clearance certificate

## 3 MANDATORY DOCUMENTS that will be incorporated into the contract

1	C1.1 Form of Offer and Acceptance
2	C1.2 Contract Data (Part 1 and 2)
3	C2.2 Price List
4	Statement of compliance with requirements of the Scope of work (clause by clause statement as per attached document )

## T2.2 RETURNABLE SCHEDULES

- Record of Addenda to Tender documents
- Certificate of authority for joint ventures (where applicable)
- Labour Payment Schedule
- Proposed amendments and qualifications
- Contractual Safety Clauses and Questionnaire
- RFP Declaration Form
- Bond - Retention Percentage Choice
- Annexure B - Non-Disclosure Agreement
- BBBEE Preference Points Claim Form
- Certificate of Acquaintance with RFP Documents
- Curriculum Vitae of key personnel
- Certificate of Attendance at Site/Clarification Meeting
- Compulsory Enterprise Questionnaire
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Tenderer's Experience
- Supplier Declaration form (version 7)
- Breach of Law Form
- RFP Clarification Form
- Supplier Code of Conduct

### Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

### Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint venture.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATURE
Lead partner		Signature..... Name..... Designation:
		Signature..... Name..... Designation:
		Signature..... Name..... Designation:

**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:** \_\_\_\_\_

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.

[illegible]

Date \_\_\_\_\_

## Position

Tenderer





**Appendix (i)**

**GENERAL BID CONDITIONS - SERVICES**

**[February 2013]**

"PREVIEW COPY ONLY"



## Curriculum Vitae of Key Personnel

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

## Certificate of Attendance at Clarification/Site Meeting/s

This is to certify that

\_\_\_\_\_ (Tenderer)

of \_\_\_\_\_ (address)

\_\_\_\_\_

was represented by the person(s) named below at the compulsory meetings held for all Tenderers on the dates listed below. 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: \_\_\_\_\_ Date and time \_\_\_\_\_

Attendance of the above person/s is confirmed by the Employer's representative:

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

Particulars of Company representative(s) attending the **SITE MEETING**:

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

Attendance of the above person/s is confirmed by the Employer's representative:

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

## 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 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                   |   |

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 the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <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 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 or 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

## 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.			

"PREVIEW COPY ONLY"

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

### Schedule of the Tenderer's Experience

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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## 1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.

- 4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

## **6 VALIDITY PERIOD**

- 6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the RFX.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## **7 SITE VISIT / BRIEFING SESSION**

Respondents may be requested to attend (i) a site visit where it is considered necessary to view the site prior to the preparation of Bids, or (ii) an RFX briefing session when Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

## **9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Secretary of the relevant Acquisition Council.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, could be disqualified.

## 11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

## 12 DEFAULTS BY RESPONDENTS

12.1 If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- a) enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- b) accept an order in terms of the Bid;
- c) furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- d) comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

12.2 If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as the **Service Provider**] or in the capacity of agent or subcontractor who has been associated with such Bid or contract:

- a) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
- b) has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
- c) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
- d) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department or towards any public body, company or person; or
- f) has made any misleading or incorrect statement either
  - (i) in the affidavit or certificate referred to in clause 18 [*Notice to Unsuccessful Respondents*]; or
  - (ii) in any other document submitted as part of its Bid submissionand is unable to prove to the satisfaction of Transnet that
  - it made the statement in good faith honestly believing it to be correct; and
  - before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
- g) caused Transnet damage, or to incur costs in order to meet the Service Provider's requirements which could not be recovered from the Service Provider;
- h) has litigated against Transnet in bad faith;

- i) has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;
- j) has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;

then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause 12.3 below, be disqualified from bidding for any Transnet business through its "blacklisting" process.

12.3 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

12.4 Any disqualification [**Blacklisting**] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different names of disqualified persons or enterprise or company [or associates thereof] and may also be applied to any agent or employee of the person or enterprise or company concerned.

### 13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFX.

### 14 PRICES SUBJECT TO CONFIRMATION

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

14.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

### 15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

### 16 EXCHANGE AND REMITTANCE

16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.

16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.

16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.

- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].

## **17 ACCEPTANCE OF BID**

- 17.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 17.2 Transnet reserves the right to accept any Bid in whole or in part.
- 17.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

## **19 TERMS AND CONDITIONS OF CONTRACT**

- 19.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

## **20 CONTRACT DOCUMENTS**

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any

subsequent exchange of correspondence] as well as Transnet's Letter of Intent, shall constitute a binding contract until the final contract is signed.

## **21 LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## **22 IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## **23 CONTRACTUAL SECURITIES**

- 23.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 23.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 23.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 23.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] Days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 23.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 23 will be for the account of the Service Provider.

## **24 DELETION OF ITEMS TO BE EXCLUDED FROM BID**

The Respondent must delete items for which it does not wish to tender.

## **25 VALUE-ADDED TAX**

- 25.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.



25.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

**26 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

**26.1 Method of Payment**

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 26.1a) above. Failure to comply with clause 26.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 23 above [*Contractual Securities*].

**26.2 Conditional Discount**

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

**27 DELIVERY REQUIREMENTS**

**27.1 Period Contracts**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

**27.2 Progress Reports**

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

**27.3 Emergency Demands as and when required**

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such



business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

## **28 SPECIFICATIONS AND COPYRIGHT**

### **28.1 Specifications**

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

### **28.2 Copyright**

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

## **29 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

- 29.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- 29.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 29.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 29.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
- a) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

29.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

- a) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

### **30 CONFLICT WITH BID DOCUMENT**

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

"PREVIEW COPY ONLY"

## RFQ DECLARATION FORM

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

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [RFQ];
3. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
4. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
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 the 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 will lead to the disqualification of a 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 hereto	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 RFQs exceeding R 5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ 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](http://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](mailto: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.

## 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:

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

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

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

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



## 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





## SUPPLIER 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:

- The Transnet Supply Chain Policy
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fairness, equity, transparency, competitiveness and cost effectiveness;
- The Public Finance Management Act [PFMA];
- The Preferential Procurement Policy Framework Act [PPPFA];
- The Broad-Based Black Economic Empowerment Act [B-BBEE]; and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the 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 Company [SOC], 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.

a) *Transnet will not participate in corrupt practices and therefore 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 and payments to our Suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
  - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
  - gain an improper advantage.
- There may be an occasion when a Supplier is confronted with fraudulent or corrupt behaviour by a Transnet employee. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

b) *Transnet is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

c) *Transnet's relationship with Suppliers requires us to clearly define requirements, 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 [e.g. origin of manufacture, specifications, intellectual property rights];
  - collusion;
  - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
  - corrupt activities listed above; and
  - harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### Conflicts of interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Examples include, but are not limited to:

- Transnet employees awarding business to entities in which their family members or business associates have an interest
- Transnet employees having a financial interest in a bidding entity

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

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

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

## BOND - RETENTION PERCENTAGE CHOICE

The amount of the Guarantee (Performance Bond / Surety) 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 retention money of 5% withheld or vice versa

I agree on the following arrangement regarding the above:

- 1) Guarantee / Bond / Surety: \_\_\_\_\_ %
- 2) Retention: \_\_\_\_\_ %

\_\_\_\_\_  
Signed  
(Tenderer)

"PREVIEW COPY ONLY"

<b>Tender: Risk Management Guideline</b>		
<b>Risk Management Plans</b>		
Company Name		
Tender Description		
Tender Number		
Date		
<b>1. Business Continuity Management : The objective is to ensure continuity of the service provision to TFR in case on any interruptions which may arise from the Tenderer's site aligned to applicable standards</b>		<b>Submitted</b>
		<b>YES</b>
		<b>NO</b>
<b>1.1 BCP Risk Assessment for the project</b>		
Please provide a Business Continuity Plan inclusive of the following: <ul style="list-style-type: none"> <li>- Identification of risks of service interruption during the project</li> <li>- Ranking of the risks</li> <li>- Mitigation of those risks</li> <li>- Responsible person</li> </ul>		
<b>1.2 Business Impact Analysis</b>		
<ul style="list-style-type: none"> <li>- Identification of critical processes within the project</li> <li>- Recovery Time Objective in case of any interruption that may arise</li> <li>- Recovery Strategy: how will the supplier recover</li> <li>- Operational dependencies eg: Operational equipment, telephones etc needed to ensure continuity</li> <li>- Alternative supply of equipment and / or supply of extra staff</li> <li>- Battle box (It comprises all necessary documentation, equipment required for continuity)</li> </ul>		
<b>1.3 Business Continuity Plan</b>		
<ul style="list-style-type: none"> <li>- Emergency operating procedures</li> <li>- Business continuity invocation action</li> <li>- Project recovery resources</li> <li>- Business / Supplier contact list</li> <li>- Emergency contacts</li> <li>- Document quality assurance control</li> </ul>		
<b>2. Project Operational Risk Assessment : Identification of project delivery risks</b>		
- Project delivery risks in accordance with the project activities / Scope		
<b>All risks should have mitigating measures and responsible person</b>		
<b>3. Environmental Management Plans</b>		
- Submit Environmental Management Plan as per Part B of the SHEQ Plan Guideline included in the tender document		
<b>Company Representative Name</b>		

## 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 Risk Register and Business Continuity Plan. Risk Register shall cover identified risks associated with this project and accompanying risk mitigation measures.

"PREVIEW COPY ONLY"

## FORM OF INTENT TO PROVIDE PERFORMANCE BOND

(To be typed on Bank letterhead)

TRANSNET FREIGHT RAIL

DATE:

### LETTER OF INTENT

PROJECT REFERENCE: \_\_\_\_\_

Dear Sir/Madam,

It is hereby agreed that in the event of the tenderer's offer being accepted, a Deed of Surety or Bond, as defined in the tender document and in a form acceptable to the Bank and always limited to the amount set out below, will be provided by the Bank named hereunder, on or before signing of the Contract.

This letter of intent is valid for **90 (Ninety) days** until \_\_\_\_\_ **(DATE)** ("Expiry") and after expiry will become null and void unless the Bank agrees in writing to extend the period of validity of this letter, prior to such date of expiry.

NAME OF TENDERER : \_\_\_\_\_

SIGNATURE OF TENDERER : \_\_\_\_\_

VALUE OF SURETY OR BOND : \_\_\_\_\_

NAME OF BANK : \_\_\_\_\_

ADDRESS OF BANK : \_\_\_\_\_

SIGNATURES OF BANK : \_\_\_\_\_  
(For and on behalf of Bank)

(NAME)  
(DESIGNATION)

(NAME)  
(DESIGNATION)



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

"PREVIEW COPY ONLY"



## 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.

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.

## TRANSNET SOC LTD / 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 SOC Ltd 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 with 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 SOC Ltd 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 SOC Ltd.
- 10) The contractor shall furnish the\* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet SOC Ltd 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 subcontractor 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 SOC Ltd 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 SOC Ltd.
- 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 subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet SOC Ltd premises, shall be reported as prescribed. Transnet SOC 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 subcontractor, any person or machinery under his control on Transnet SOC Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet SOC 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 SOC 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.

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
<b>1</b>	<b>General</b>	
10.1	The <i>Employer</i> is:(Name)	<b>Transnet SOC Ltd</b> (Registration No. 1990/000900/30)
	Address	Registered address: <b>Carlton Centre</b> <b>150 Commissioner Street</b> <b>Johannesburg</b> <b>2001</b>
	Tel No.	<b>011 773 8085</b>
	Fax No.	<b>011 773 7694</b>
10.1	The <i>Employer's</i> representative to whom the employer in terms of clause 14.4 delegates his action is: (Name)	<b>Kwelatha Tyelwani</b>
	Address	<b>Rail Network Planning</b>
	Tel	<b>011 570 7204/083 709 4594</b>
	Cell	<b>083 709 4594</b>
	E-mail	<b><u><a href="mailto:kwelatha.Tyelwani@transnet.net">kwelatha.Tyelwani @transnet.net</a></u></b>
11.2(11)	The <i>works</i> are	<b>The refurbishment of traction transformers at kookrus, angus, klipdrif and losberg</b>
11.2(13)	The works information is in	<b>The document called 'Works information' in part C3 of this contract.</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>Within the boundaries Kookrus,Angus, Losberg and Klipdrift</b>



11.2(12)	The Site Information is in	The document called 'Site information' in Part C4 of this contract	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
<b>2</b>	<b>The Contractor's main responsibilities</b>	No additional data is required for this section of the conditions of contract.	
<b>3</b>	<b>Time</b>		
11.2(3)	The <i>completion date</i> for the whole of the works is		
30.1	The <i>access dates</i> are	Part of the Site	Date
		1: The Site	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	With the tender submission.	
31.2	The <i>starting date</i> is.		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 Week.	
35.1	The <i>Employer</i> is not willing to take over the works before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the works.	
43.2	The <i>defect correction period</i> is	2 weeks	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is monthly on the	25 <sup>th</sup> (twenty fifth) day of each successive month.	
50.5	The delay damages	[ . ] per day	
50.6	The <b>Retention</b> is	5%	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	

51.4 The *interest rate* is The prime lending rate of the Standard Bank of South Africa.

## 6 Compensation events

60.1(13) The *weather measurements* to be recorded for each calendar month are,

the cumulative rainfall (mm)  
the number of days with rainfall more than 10 mm  
the number of days with minimum air temperature less than 0 degrees Celsius  
the number of days with snow lying at 08:00 hours South African Time

The place where weather is to be recorded (on the Site ) is: At the site office

and which are available from: South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).

7 Title No additional data is required for this section of the *conditions of contract*.

## 8 Risks and insurance

84.2 The minimum limit of indemnity for insurance in respect of 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 for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

84.2 The insurance against loss of or damage to the *works*, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Blanket Principal Controlled Insurance (BPCI),  
Principal Controlled Insurance (PCI),  
Principal Controlled Contractors Liability Insurance,  
Principal Controlled Insurance One-off; and  
Project Specific Insurance

PCI

84.1 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 PCI insurance policy for Contract Works/ Public Liability.

	Cover / indemnity:	to the extent as stated in the PCI insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the PCI insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)
2	Insurance against:	Loss of or damage to property (except the works, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the PCI performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	to the extent as stated in the PCI insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the PCI insurance policy for Contract Works / Public Liability
84.1	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the PCI insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the PCI insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the PCI insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	As stated in the PCI insurance policy for Contract Works / Public Liability
84.1	<p>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</p> <p>The Contractor provides these additional Insurances</p>	
	<p><b>The Contractor must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b></p> <p>1. Where the contract requires that the design of any part of the works shall be provided by the Contractor he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected</p>	

		<p>2. Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</p> <p>3. Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any subcontractor</p> <p>4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5,000,000</p> <p>5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i></p>
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
C2.2	Priced contract with Price list	
60.6	The <i>method of measurement</i> is	The Standard System of Measuring Builder's Work (6 <sup>th</sup> Edition) and Model Preambles for Trades (2008 Edition) as published by The Association of South African Quantity Surveyors
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice of	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	<b>Data for secondary Option clauses</b>	
X7	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R1000.00 per day
X16	<b>Retention</b>	
X16.1	The <i>retention percentage</i> is	5% on all payments certified.

## C1.2 Contract Data

### Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract - June 2005 (with amendments June 2006) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>4</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECSC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	

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11.2(18) The *working areas* are the Site and

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24.1 The *Contractor's* key persons are:

1 Name:

Job:

Responsibilities:

Qualifications:

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

CV's (and further key persons data including  
CVs) are appended to Tender Schedule  
entitled .

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11.2(3) The *completion date* for the whole of the  
*works* is

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11.2(14) The following matters will be included in  
the Risk Register

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## Contract Data

### Price List

Item	Description	Unit	Quantity	Rate	Price
<b>A</b>	<b>KLIPDRIF 3kV DC TRACTION SUBSTATION</b>				
	<b>Main Transformer</b>				
1	Remove, store, purify, vacuum and test oil to specification.	sum	1		
2	Replace top cover gasket.	sum	1		
3	Re-gasket primary radiator fins.	sum	1		
4	Re-gasket secondary radiator fins.	sum	1		
5	Re-gasket the top drain valve	sum	1		
6	Re-gasket side inspection cover	sum	1		
7	Replace Silica gel and container	sum	1		
8	Replace the oil sampling tap	sum	1		
9	Replace a Temperature gauge	sum	1		
<b>10</b>	<b><i>Sample oil test before and after the refurbishment.</i></b>	<b>sum</b>	<b>1</b>		
11	Top up transformer with virgin oil	sum	1		
12	Clean, treat and paint transformer, fins, conservator and plinth.	sum	1		
13	Treat and clean oil polluted ballast. (Do not use the 1mx1m digging method).	sum	1		
14	Generator/Standby plant / Air Oil Tank.	sum	1		
15	Installation, Testing and Commissioning.	sum	1		
16	P's and G's (Labour, site establishment, transport, civil works, soil testing and preparations, etc)	sum	1		
17	Security	sum	1		
<b>A</b>	<b>Sub-Total for Klipdrif R</b>				

## Contract Data

## Price List

Item	Description	Unit	Quantity	Rate	Price
<b>A</b>	<b>LOSBERG 3kV DC TRACTION SUBSTATION</b>				
	<b>Main Transformer</b>				
1	Remove, store, purify, vacuum and test oil to specification.	sum	1		
2	Replace top cover gasket.	sum	1		
3	Re-gasket primary radiator fins.	sum	1		
4	Re-gasket secondary radiator fins.	sum	1		
5	Re-gasket the secondary bushing.	sum	1		
6	Re-gasket the Buccholz relay.	sum	1		
7	Replace Silica gel and container	sum	1		
8	Replace the oil sampling tap	sum	1		
9	<b>Sample oil test before and after the refurbishment.</b>	<b>sum</b>	<b>1</b>		
10	Top up transformer with virgin oil.	sum	1		
11	Clean, treat and paint transformer, fins, conservator and plinth.	sum	1		
12	Treat and clean oil polluted ballast. (Do not use the 1mx1m digging method).	sum	1		
13	Generator/Standby plant Hire/On Tank.	sum	1		
14	Installation, Testing and Commissioning.	sum	1		
15	P's and G's (Labour, site establishment, transport, civil works, soil testing and preparations, etc)	sum	1		
16	Security	sum	1		
<b>A</b>	<b>Sub-Total for Klipdrif</b>				<b>R</b>



## Contract Data

### Price List

Item	Description	Unit	Quantity	Rate	Price
<b>A</b>	<b>KOOKRUS 3kV DC TRACTION SUBSTATION</b>				
	<b>Main Transformer</b>				
1	Remove, store, purify, vacuum and test oil to specification.	sum	1		
2	Replace top cover gasket.	sum	1		
3	Re-gasket primary radiator fins.	sum	1		
4	Re-gasket secondary radiator fins.	sum	1		
5	Re-gasket the Buccholz relay.	sum	1		
6	Re-gasket Primary and Secondary bushing	sum	1		
7	Replace Silica breather gel	sum	1		
8	<b>Sample oil test before and after the refurbishment.</b>	<b>sum</b>	<b>1</b>		
9	Top up transformer with virgin oil.	sum	1		
10	Clean, treat and paint transformer, fins, conservator and plinth.	sum	1		
11	Treat and clean oil polluted ballast. (Do not use the 1mx1m digging method)	sum	1		
12	Generator/Standby plant Hire/Oil Tank.	sum	1		
13	Installation, Testing and Commissioning.	sum	1		
14	P's and G's (Labour, site establishment, transport, civil works, soil testing and preparations, etc)	sum	1		
15	Security	sum	1		
<b>A</b>	<b>Sub-Total for Klipdrif</b>			<b>R</b>	

## Contract Data

### Price List

Item	Description	Unit	Quantity	Rate	Price
<b>A</b>	<b>KOOKRUS 3kV DC TRACTION SUBSTATION</b>				
	<b>Main Transformer</b>				
1	Remove, store, purify, vacuum and test oil to specification.	sum	1		
2	Replace top cover gasket.	sum	1		
3	Re-gasket primary radiator fins.	sum	1		
4	Re-gasket secondary radiator fins.	sum	1		
5	Re-gasket the Bucchohz relay.	sum	1		
6	Re-gasket Primary and Secondary bushing.	sum	1		
7	Replace Silica breather gel	sum	1		
8	<b>Sample oil test before and after the refurbishment.</b>	<b>sum</b>	<b>1</b>		
9	Top up transformer with virgin oil.	sum	1		
10	Clean, treat and paint transformer, fins, conservator and plinth.	sum	1		
11	Treat and clean oil polluted ballast. (Do not use the 1mx1m digging method)	sum	1		
12	Generator/Standby plant Hire/Oil Tank.	sum	1		
13	Installation, Testing and Commissioning.	sum	1		
14	P's and G's (Labour, site establishment, transport, civil works, soil testing and preparations, etc)	sum	1		
15	Security	sum	1		
<b>A</b>	<b>Sub-Total for Klipdrif</b>			<b>R</b>	

### SUMMARY OF PRICES

A	Total for Klipdrif =	R
B	Total for Losberg =	R
C	Total for Angus =	R
D	Total for Kookrus =	R
M	Grand Total (A+B+C+D) =	R
N	Contingency (10 % of M) =	R
O	Gross Total (M+N) =	R
P	VAT (14% of O) =	R
Q	Amount Due (O+P) =	R

"PREVIEW COPY ONLY"

## Contract Data

## Works Information

### 2.0 Description of work

2.1 Where applicable in the attached schedule of quantities and prices, the Contractor shall perform the following:

- 2.1.1 The Contractor shall take special precautions not to pollute the site with oil. If any oil is spilled at any stage of the work then it will be the responsibility of the Contractor to clean the oil and to restore the condition of the ballast/ soil.
- 2.1.2 The Contractor's team might be requested to attend the Transnet freight rail's electrical safety training course and be authorised to supervise the Contractor's staff whilst working in the substations on this contract. Transnet freight rail will organise the course and further details will be communicated to the successful Contractor.
- 2.1.3 The Contractor shall provide his/her own electrical power and other needs whilst working in the substation outdoor yard, since availability of power from Eskom or auxiliary supplies cannot be guaranteed.
- 2.1.4 Re-gasket transformers as per bill of quantities.
- 2.1.5 Provide the oil testing equipment, oil storage container, power plant and the filtering plant.
- 2.1.6 Remove the oil from the main tank where it is necessary to perform the work. The oil shall be stored in PCB free storage containers.
- 2.1.7 Refill the transformer with the stored oil and top up with the virgin mineral insulating oil after the completion of the works.
  - 2.1.7.1 Only virgin oil shall be used for topping up the transformer. The oil shall comply with the requirements specified in SANS 555 edition 4 of 2002.
- 2.1.8 Perform a vacuum before refilling the transformer with oil up to the minimum required level.
- 2.1.9 Perform oil tests before the commencement of work and 24 hours after the completion of the works. The oil samples shall be taken from the top and bottom of the main tank of the transformer.
- 2.1.10 The Contractor shall re-tighten all newly installed gaskets three months after completion of the work.
- 2.1.11 Remove and transport all earthing cables including rusted earth straps in the outdoor yard to Leeuhof depot.

- 2.1.12 Re-do earthing complete in the outdoor yard including earth straps on outdoor steelwork as per specification BBB 3059 version 2 and as per drawing BBB 3620 version 3.
- 2.1.13 Re-gasket silica gel breather pipe.
- 2.1.14 Supply and install oil and winding temperature gauges as per bill of quantities.
- 2.1.15 Supply and install bottom tap for oil sampling.
- 2.1.16 The Contractor shall repair any defects within 14 days from the date of inspection.
- 2.1.17 The Contractor shall repair any damage resulting from negligence of his or her staff to the substation equipment.
- 2.1.18 Perform oil purification of the transformer oil in accordance with Transnet freight rail specification CEE.0229 of 1995. The purified oil shall comply with the requirements specified in SABS 555 edition 4 of 2002.
- 2.1.19 Paint and treat corrosion in accordance with the practice recommended in SABS 064. 1979 and as specified in Transnet Freight rail's specification CEE.0045.90. Paint colours are as follows: -
  - 2.1.19.1 Transformers grey;
  - 2.1.19.2 Conservator tank white, and
  - 2.1.19.3 Plinth red;
- 2.1.20 Contractor shall clean and treat oil polluted ballast and plinth.
- 2.1.21 Remove existing surge arresters from their current position; excavate and cast foundations to mount secondary surge arresters in accordance with Transnet Freight Rail's specification BBB 0845 version 4 and drawing BBB 0938 version 8.
- 2.1.22 Supply and install new structure to mount the secondary surge arresters.
- 2.1.23 Supply earth spike and earthing for surge arresters. Earth spike shall be by means of copper clad steel rod. The earth spike shall be covered by water meter cover.
- 2.1.24 The contractor shall supply security for the duration of the contract.
- 2.1.25 Remove all scrap from site and ensure that there is no environmental contamination.
- 2.1.26 Ensure that no ballast stone is contaminated during digging and filling of cable trenches and that the soil is compacted to the same density as surrounding soil.

### 3.0 TESTING AND ANALYSIS OF TRANSFORMER OIL

3.1 The contractor shall sample and test the transformer oil in accordance with the specification as shown below on Table 1. The test shall be done before the transformer is filled with oil.

**Table 1. Tests to be done on virgin oil after delivery to site.**

Oil	Unit	Specification	Reference and / or test method
Aromatic content	%	6 to 14 max	IEC 60590
Total fufural and furans	mg/kg	Not detectable	BS 148
Poly aromatics hydrocarbons	%	≤ 3,0 max	IP 346
Aniline point	°C	63 to 84	ASTM D611
Interfacial tension @ 20 °C	mN/m	≥ 40 min	ISO 6295
Neutralization value	mg KOH/g	≤ 0,03 max	BS 148
Corrosive sulphur		Non corrosive	Cigre CCD - method
Moisture	mg/kg	≤ 20 max	IEC 60814
Anti- oxidant additives	% by mass	No additives	IEC 60666
Oxidation stability acidity after 164 h @ 120 °C	mg KOH/g	≤ 0,4 max	IEC 60074
Oxidation stability sludge after 164 h @ 120 °C	% by mass	≤ 0,1 max	IEC 60074
Dielectric Strength	kV/ 2,5 mm	≥ 60 min	IEC 60156
Dissipation factor @ 90 °C		≤ 0,005 max	IEC 60247
Gassing Tendency	mm <sup>3</sup> /mm	≤ 5	BS 148
Particles contamination and fibres per 100 ml	Particles size <15 µm	≤ 1000 particles/dm <sup>3</sup>	ISO 4406 of 2000
Silicon Content	ppm	Not detectable	
Polychlorinated biphenyl	mg/kg	Not detectable	EPA 608b

3.2 The oil tests shall be done by a SANAS accredited laboratory. The copy of the accreditation certificate shall be submitted together with the oil results.

3.3 The Contractor shall provide the following tests 48 hours after energizing the transformer:

- Moisture Content
- Acid Content
- Dielectric Strength Test
- Dissolved Gas Analysis
- Sludge Test
- Chlorine Test
- PCB Test\*
- PCB test will be performed only if the Chlorine test is positive

3.4 The Contractor shall provide containers for sampling and labels for the information to be supplied with the sample. The labels must make provision for the following information:

- District / Depot
- Location (of substation)
- Date of sample
- Sampled by: (name)
- Unit Duty (Traction/ Auxilliary Transformers)
- Unit Make
- Unit Serial Number
- Unit Voltage (kV)
- Unit Capacity (MVA)
- Sampling Point
- Gauge Temperature
- Contract Number

3.5 Transnet Freight Rail shall not accept samples unless all the information has been provided.

3.6 The contractor shall provide a hard copy of the results to the Project Manager and Technical officer.

3.7 For each parameter tested, the Contractor shall provide an allowable limit. For example the report must show the breakdown of tests as shown below:

Test	Value	Allowable
Electric Strength	20kV	>60kV

#### 4.0 SERVICE CONDITIONS

4.1 Transformer shall be repaired to its rated design for continuous operation under the following conditions.

4.1.1 Altitude: 0 - 1 800 m above sea level.

4.1.2 Ambient temperature: Minus 10 degrees Celsius to plus 40 degrees Celsius.  
(Daily average: plus 35 degrees Celsius)  
Humidity: as high as 86 percent.

4.1.3 Exposed surfaces will be in a highly polluted and corrosive atmosphere.

#### 5.0 CLEANING THE TRANSFORMER

5.1 In order to get rid of decomposed oil content (carbon) and sludge, the coils, core and the tank of each transformer shall be washed with suitable flushing agents.

#### 6.0 DRYING THE TRANSFORMERS

6.1 The following methods of drying out the transformer may be used:

6.1.1 The vapour phase process.

6.1.2 The oven dry process.



#### 6.1.3 The vacuum dry out process.

- 6.2 Contractors who offer a vapour phase process to clean and dry transformers must ensure that the process does not cause any deterioration on the aged insulation.
- 6.3 For the vapour phase process the moisture level shall be less than 1,0 percent.
- 6.4 The Contractor shall indicate what dry-out process is to be implemented and the method used to determine the specified moisture level.

### 7.0 INSULATING OIL

- 7.1 The Contractor shall ensure that the mineral insulating oil used for filling the repaired transformer at the works and for topping up on site shall be filtered and tested for electrical strength, water content, acidity, sludge, flashpoint, resistivity and dielectric dissipation factor. The oil shall comply with the requirements specified in SANS 555. 2007.
- 7.2 The Contractor shall test the oil from the transformer that has failed in service to determine the cause of failure and to ensure that the oil is not contaminated with Polychlorinated Biphenals (P.C.B's).

### 8.0 INSPECTION

- 8.1 Transnet freight rail reserves the right to be present during repair work and testing and must be timeously advised of the dates of commencement of the repair work and of testing.
- 8.2 Arrangements must be made timeously via the "Project Manager" for Transnet freight rail staff from the Principal Engineer and his Technical Support, in Johannesburg or his designated personnel to perform witness and authorise the tests for each transformer repaired.
- 8.3 Calibration certificates less than 12 months old issued by a recognised authority for all instruments to conduct tests on transformers shall be available for inspection, if requested by Transnet freight rail.

### 9.0 CORROSION PROTECTION AND PAINT FINISH

- 9.1 All interior and exterior metal surfaces of the transformer, and associated apparatus, subject to corrosion, shall be prepared for corrosion proofing and painted in accordance with the practice recommended in SABS 064.1979 and as specified in Transnet freight rail's Specification No. CEE.045.2002/1.
- 9.2 All external surfaces shall be finished with an acceptable outer coat colour to match the existing finish.

### 10.0 CERTIFICATE OF ACCEPTANCE.



- 10.1 The issuing of an inspection certificate will be authorised by the Quality Assurance Section of Transnet freight rail after final acceptance of the transformer.

## 11.0 QUALITY ASSURANCE.

- 11.1 The Contractor shall indicate at the tendering stage what steps have been taken to implement a Quality System in terms of ISO 9002 and shall submit a Quality Plan.
- 11.2 Test bay. The Contractor shall have a fully equipped test bay as specified below. If required, these facilities will be inspected by Transnet freight rail.
- a) The capacity of the test bay shall be able to execute all routine tests including supplying impedance voltage at full load current.
  - b) Instrumentation- the class and accuracy of ammeters, voltmeters, wattmeters, and power analyser must be stated. Other instrumentation that must be available is a ratiometer to check ratios and polarity of the windings, resistance bridges and megger tester.
  - c) Equipment to execute all routine and type tests must be available - high frequency alternator 100 cycles to do inter-turn test, equipment for power frequency test, potential transformers, current transformers, voltage dividers and step-up / step-down voltage facilities.
  - d) All instrumentation must be calibrated by a recognised standards authority on a yearly basis and certified as to the accuracy.

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## **12.0 SAFE WORKING ON TRANSNET FREIGHT RAIL SUBSTATION SITES.**

- 12.1 The Contractor or his sub Contractor shall be required to work on site in accordance with Transnet freight rail's safety specification E4E of April 1997 and the Occupational Health and Safety Act 85 of 1993.
- 12.2 The Contractor shall be required to work under direct supervision of Transnet freight rail's depot personnel on site and shall work only in the area which shall be demarcated by suitable barriers.

## **13.0 INSURANCE.**

- 13.1 Transnet freight rail will provide insurance cover for the transportation of transformers and the work at the substation.

## **14.0 PENALTIES.**

- 14.1 The following penalties will apply or part thereof for the delays. i.e. R 1000,00 per day.

## **15.0 OIL FILTERING EQUIPMENT**

- 15.1 The oil purification plant shall be mobile, as the purification shall take place on the field. It shall be mounted on a roadworthy double axle trailer and be covered by a waterproof canopy.
- 15.2 Purification of the oil shall be carried out when the transformer is off load.
- 15.3 The oil shall be passed through a porous media for exposure to the effect of vacuum and easy of releasing moisture and gaseous contaminants. Porous media cartridge called coalesce is recommended for this process.
- 15.4 The filtration cartridges shall be constructed from non-migration type cellulose material with a high dirt holding capacity.
- 15.5 The plant shall have built in sensing devices to continually monitor all vital parameters. If any of the parameters deviate from normal operation, the plant shall shut down instantaneously preventing flow of oil.
- 15.6 The following parameters shall be monitored:

- Temperature
- Vacuum level
- Pressure
- Foam and overflow
- Motor overload

- 15.7 Diagnostic light shall remain on to inform the operator what failed and what corrective action is required.
- 15.8 A low watt density heater shall be used to prevent heat degradation of the oil. The maximum power density shall 1.7-watt/ cm<sup>2</sup>.
- 15.9 Heater elements shall be encapsulated in steel tubes and be completely insulated from the oil to prevent fire hazards and to provide uniform heating of the oil.
- 15.10 Heaters shall be protected by fail-safe electronic type temperature controller.
- 15.11 The purifying plant should be able to achieve the following from three passes:-
- Remove water from 50 ppm down to 10ppm.
  - Remove gas from 12% by volume of oil to 1%.
  - Remove 95% of particles over 0.5 micrometer.
  - Improve the dielectric strength to at least 40 kV.
- 15.12 Instrumentation and electrical controls shall be located in a dust proof enclosure.
- 15.13 When the plant is operating automatically, a manual override of all functions shall be provided. A plant shall have an emergency shut down switch, which will override any operation.
- 15.14 If high foam is detected vacuum shall be reduced to acceptable level, and if the foaming persists for five seconds the plant shall shut down.
- 15.15 If the inlet or discharge valve is closed during start up or operation low-level alarm should activate and the plant shall be shut down.
- 15.16 The plant shall be fitted with phase sequence relay and automatic interlock to prevent incorrect rotation of equipment.
- 15.17 The plant shall be fitted with vacuum booster to enhance transformer dry out and the oil over flow shall be incorporated into this booster to prevent oil from transformer from entering into the booster.
- 15.18 The plant shall be fitted with programmable logic controller (PLC) to control the operation of the plant. The operator should simply push the start button and the PLC shall sequentially start the plant.
- 15.19 The plant shall also operate manually by the operator by selecting manual control. When the plant is operating manually, the PLC shall monitor all alarm functions of the plant.
- 15.20 The plant shall be equipped with an in line water in oil monitor. The monitor shall display water content in the transformer oil in parts per million (ppm).

15.21 The plant shall be equipped with a temperature monitor. The monitor shall display the temperature of transformer oil in degree Celsius (0C).

## **16.0 INSTALLATION**

16.1 The Contractor shall be responsible for the transport to site, off-loading, handling, storage and security of all material required for the construction/execution of the works.

16.2 The Contractor shall be responsible for all necessary (as decided by the Transnet Freight Rail Project Manager or Technical Officer) connections between the equipment supplied and other components in the substation including connections to the earth-mat.

## **17.0 STEELWORK**

17.1 The design, supply and installation of all steel structures for the support of equipment as well as the alterations to existing steelwork shall be the responsibility of the Contractor.

17.2 The manufacture of any steelwork shall not take place prior to the approval of the design drawings by the Supervisor.

17.3 Transnet Freight Rail shall inspect the steelwork (stainless or galvanized for corrosion) at the manufacturer's works prior to dispatch.

17.4 All fasteners on steelwork, components and electrical connections (nuts and bolts) shall be secured using flat and spring washers where necessary.

17.5 All steelwork shall be galvanized in accordance with SANS 121 and, where required painted in accordance with specification CEE 045 of 2002/1.

## **18.0 DRAWINGS AND MANUALS**

18.1 Supply three sets of A3 schematic wiring diagrams in hard copy format and electronic format for approval.

18.2 The Contractor shall present Transnet Freight Rail with the drawings for approval before manufacturing starts.

18.3 The Contractor shall be responsible for as built drawings on completion of the work.

## **19.0 QUALITY AND INSPECTION**

19.1 Transnet Freight Rail shall inspect the support steel structure on the premises of the manufacturer.

19.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.

19.3 The Contractor shall apply 14 days in advance for the date of energizing.

19.4 The Contractor shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place.

## 20.0 GUARANTEE AND DEFECTS

- 20.1 The Contractor shall guarantee the satisfactory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.
- 20.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 20.3 The guarantee period for these substations shall expire after:  
A period of 12 months commencing on the date of completion of the contract / sub-order or the date the substation is handed over to Transnet Freight Rail whichever is the earliest.
- 20.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.
- 20.5 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7 days of his being notified by Transnet Freight Rail of such defects.
- 20.6 The Contractor shall certify that the transformer is free of P.C.B. contaminants and label the transformer accordingly.
- 20.7 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 20.8 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Technical Officer and at the cost of the Contractor.
- 20.9 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.

## 21.0 COMMISSIONING OF EQUIPMENT

- 21.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Technical Officer.
- 21.2 Commissioning will include energising of equipment from the primary isolator to the track feeder circuits. The Contractor must prove the satisfactory operation of all equipment under live conditions.
- 21.3 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Technical Officer in terms of the relevant instruction.

- 21.4 The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period. It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 21.5 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

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## Contract Data

## Works Information

### 22.0 DRAWINGS

- 22.1 BBB 3620 version 3 : Drawing for earthing in 3kV DC substations.
- 22.2 CEE-TBD-0007 : Earthing arrangement for traction substations.
- 22.3 CEE-PA-13 : Drawing for test block.
- 22.4 BBB 0938 version 8 : Drawing for installation of Surge Arresters.

### 23.0 SPECIFICATIONS

#### 23.1 South African National Standards:

- 23.1.1 SANS 1091 : National colour standard.
- 23.1.2 SANS 763 : Hot dip galvanised zinc coating.
- 23.1.3 SANS 121 : Hot Dip Galvanised Coating for Fabricated Iron or Steel Article.
- 23.1.4 SANS 10142-1 : Wiring Code.
- 23.1.5 SANS 0555.2007: Used and reclaimed mineral insulating oil for transformer and switchgear.
- 23.1.6 SANS 8528 : Reciprocating internal combustion engine driven alternating current generating set.
- 23.1.7 SANS 1054.2005: Code of Practice for the preparation of steel surfaces for coating.

#### 23.2 Transnet Freight Rail:

- 23.2.1 BBB 5452 version 3 : Transnet freight rail requirements for installation of electrical equipment for 3 kV DC substations.
- 23.2.2 BBB 3059 version 2 : Specification for earthing in 3kV DC substations
- 23.2.3 CEE-TBK-0028 : Trip, lockout and indication circuit diagram.
- 23.2.4 S.420 (1999) : Specification for concrete work.
- 23.2.5 BBC 0198 version 1 : Specifications for the supply of cables.
- 23.2.6 CEE.0023.90 : Specifications for installation of cables.



- 23.2.7 CEE. 0229.95 : Dry-out and Regeneration of insulating oil and Reclaiming and de-sludging of transformers.
- 23.2.8 CEE.0045.2002/1 : Painting of steel Components of Electrical equipment.
- 23.2.9 CEE.0183.2002 : Hot dip galvanising and painting of electrical equipment.
- 23.2.10 CEE.0224.2002 : Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract.

**NOTE: Any other specifications referenced in the above mentioned specification, will be for information purposes and may be provided on request.**

**24.0** Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)

## **25.0 CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS**

25.1 The constraints shall be as specified in the specifications of the particular equipment.

## **26.0 REQUIREMENTS FOR THE PROGRAMME**

- 26.1 Programme of work : To be submitted by successful Contractor
- 26.2 CIBD Grading : 4EE
- 26.3 Format : Gantt chart
- 26.4 Information : How work is going to be executed and commissioned
- 26.5 Submission : 3 weeks after the award of contract
- 26.6 Site diary : Successful Contractor to supply in triplicate carbon copies
- 26.7 Site instruction book : Successful Contractor to supply in triplicate carbon copies

## **27.0 SERVICES AND OTHER THINGS PROVIDED BY THE EMPLOYER**

- 27.1 Transnet Freight Rail shall inspect the support steel structure on the premises of the manufacturer.
- 27.2 Transnet Freight Rail shall inspect all equipment before dispatching the equipment to site.
- 27.3 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.



- 27.4 Upon successful completion of the works to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform necessary protection tests and commission the equipment.
- 27.5 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.
- 27.6 Transnet Freight Rail will arrange for the reconnecting of telecontrol equipment in the substation and no final energising shall take place without this.

## Contract Data

## Site Information

The works shall be performed at **Klipdrif, Losberg, Kookrus and Angus 3kV DC Traction Substations.**

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\*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
<b>1. OH&amp;S Policy and Management</b>		
- <i>Is there a written company health and safety policy?</i> - If yes provide a copy of the policy		
- <i>Does the company have an OH&amp;S Management system e.g NOSA, OHSAS, IRCA System etc</i> - If yes provide details		
- <i>Is there a company OH&amp;S Management System, procedures manual or plan?</i> - If yes provide a copy of the content page(s)		
- <i>Are health and safety responsibilities clearly identified for all levels of Management and employees?</i> - If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
- <b>Are safe operating procedures or specific safety instructions relevant to its operations available?</b> - If yes provide a summary listing of procedures or instructions		
- <b>Is there a register of injury document?</b> If yes provide a copy		
- <b>Are Risk Assessments conducted and appropriate techniques used?</b> - If yes provide details		

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

## 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)

**TRANSNET**



(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".



(REGISTRATION NO.1990/000900/30)  
**TRADING AS TRANSNET Freight Rail**

**MINIMUM COMMUNAL HEALTH REQUIREMENTS IN AREAS OUTSIDE THE  
JURISDICTION OF A LOCAL AUTHORITY: TEMPORARY FACILITIES FOR  
CONTRACTOR'S PERSONNEL**

1. **CAMPS**

- 1.1 Prior to the erection of any camp, the Contractor shall submit to the Technical Officer, for his approval, details of his proposals as to the site, water supply, sanitation, and size and type of buildings. Where the site is on private land, the Contractor shall submit the written approval for the use of the site of the relevant statutory authority and of the owner and occupier of the land (as applicable).
- 1.2 Camps must not be erected on land infested with field rodents.
- 1.3 Adequate drainage shall be provided to carry off storm and waste water.
- 1.4 Buildings shall be built to a neat and orderly pattern.
- 1.5 All buildings shall have smooth, hard, impervious floors, graded to provide effective drainage and to permit washing.
- 1.6 Camps shall be maintained by the Contractor at his own expense in a clean and tidy condition. The Contractor shall take such steps as the Technical Officer and landowner/occupier may demand to prevent the creation of a nuisance.
- 1.7 When so instructed by the Technical Officer, the Contractor shall, at his own expense, erect suitable screens between the camp and any public road, thoroughfare or railway line.
- 1.8 After removal of a camp, the Contractor shall, at his own expense, restore the site to its original condition to the satisfaction of the Technical Officer and of the landowner and occupier where the site is on private land.

2. **HOUSING**

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.

- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.
- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Technical Officer to a height of at least 1m above ground level.
- 2.7.1 Sleeping quarters shall not accommodate more than 8 persons per room.
- 2.7.2 Pegboards shall be carried on metal or concrete supports and shall be separated by partitions not less than 0,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

### 3. WATER SUPPLY AND ABLUTION FACILITIES

- 3.1 The Contractor shall ensure that an adequate and conveniently situated supply of potable water is provided.
- 3.2 Separate buildings for ablution facilities shall be provided. Where approval has been obtained for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.
- 3.3 Waste water shall be hygienically disposed of.

### 4. SANITATION

- 4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pail latrines.

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.



- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.
- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
- 4.4.1 Where the number of persons living at the camp is 20 or less - one unit.
- 4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.
- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.
- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Technical Officer.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

## 5. RATIONS

Rations, where supplied by the Contractor, shall be stored in a suitable and rodent proof building with sufficient shelving.

**P02b-06 (JLH)**



## Occupational Health and Safety Plan

Company name: \_\_\_\_\_

Project name: \_\_\_\_\_

Includes Environmental, Occupational Health and Safety and Quality Management (SHEQ)

### CONTENT

1. Project Details
2. Policy Statement
3. Objectives
4. Common Vocabulary
5. Legislation
6. Statutory Obligations
7. Project Management
8. Incident Management
9. Logbooks and Registers
10. Risk Management
11. Education and Training
12. Emergency Planning – Evacuation plan
13. Environment
14. Ergonomics
15. Health and Safety Communications
16. Safe working procedures
17. Personal Protective Equipment and Clothing
18. Project security
19. Implementation Costs

**Title.**

**Occupational Health and Safety Plan**

This health and safety plan has been prepared in term of the Occupational Health and Safety Act 1993 (Act No 85 of 1993) and Regulations Construction Regulation 5. (1).

This Health and Safety Plan will be revised as and when additions, alterations etc are communicated to us by the Client, his Agent or the Architect / Designer or the conditions of the contract dictate.

**1. PROJECT DETAILS**

**1.1. Project Name:**

Physical address:

Contact Details:

Client name:

Postal address:

P O Box

Contact person - Name:

Contact No:

Telephone –

Facsimile –

Cellular No:

Email

**1.2. Agent:**

Company name:

Postal address:

Contact person - Name:

Contact No:

Telephone –

Facsimile –

Cellular No:

Email

**1.3. Architect.**

Company name:

Postal Address:

P O Box

Contact person:

Postal address:

P O Box

Contact No:

Telephone –

Facsimile –

Cellular:

Email:

**1.4. Principle Contractor**

Company name:

Postal Address:

P O Box

**1.4.1. Project Manager.**

Name:

Contact No:

Telephone –

Cellular:

Assignee Sect 16(2)

Facsimile

Email

**1.4.2. Construction Work Supervisor**

Name:

Contact No:

Telephone

Cellular telephone No:

Construction Regulation 6. (1)

Facsimile

**1.5. Scope of work**

Doors

Electrical installation – re-wiring

Glazing

Granite tops

Plastering

Plumbing and drainage

Shop fittings

Softs, curtains etc

Tiling

**NB Where there is construction work in progress with other personnel in the immediate vicinity activities must be co-ordinated by the Principle Contractor and the other Contractors.**

1.6. Duration of contract:                      Start –                      Expected completion –

1.7. Emergency Telephone Numbers:

An emergency telephone number list should be prominently displayed adjacent to the telephone  
The contents of this list is flexible and the following is given as a guide –

**EMERGENCY TELEPHONE NUMBERS**

Service	Name	Business	After Hours
i Ambulance:			
ii Doctor:			
iii. Hospital:			
iv. Fire Department:			
v. S.A. Police Services:		10111	
vi. Department of Labour:			
vii. Compensation Insurer			
vii.a COID – Commissioner			
vii.b. FEMA			
Project Manager:			
Safety Advisors:			
Telephone			
Facsimile			
Email			

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## DEPARTMENT OF LABOUR

### Provincial Office

Department of Labour;  
Contact No:

## OCCUPATIONAL HEALTH AND SAFETY

### 2. Policy statement

The Company is committed the providing a safe and healthy working environment and this occupational health and safety plan documents the action that will be implemented.

We acknowledge that as the Principle Contractor we have both a legal and moral obligation to as far as is reasonable and practicable to develop a realistic Health and Safety plan making due reference to the Clients Health and Safety Specification.

We further accept that we must ensure that the relevant legislation is complied with and that all reasonable and practicable steps are taken by all Contractors to provide a safe and healthy environment for persons to work in and that the public are adequately protected.

An independent health and safety advisor will conduct a monthly legal compliance audit to ascertain the level of adherence with statutory requirements, company policy and rules including Occupational Health and Safety, Environmental and Quality standards.

### 3. Objective.

To complete the project within the budget in respect of finance and time, to an acceptable quality and with no injuries to employees or other persons.

The specific purpose is to achieve and maintain realistic and sustainable International and locally acceptable standards. A ZERO tolerance attitude towards incidents and non-compliance of prescribed quality and workmanship will be adopted. Deviations will be investigated and the appropriate corrective action must be implemented.

NB This Specification will be imposed on all Contractors and their employees working on this project.

### 4. Common Vocabulary (COMVOC)

#### Terminology

- |  |           |
|--|-----------|
| 4.1. Basic Conditions of Employment Act 1997 (Act No 75 of 1997)                       | BCEA      |
| 4.2. Compensation for Occupational Injuries and Diseases Act 1993 (Act N0 130 of 1993) | COIDA     |
| 4.3. Department of Labour  | DoL       |
| 4.4. Department of Labour – Inspection and Enforcement Services                        | DoL (IES) |
| 4.5. Federated Employers Mutual Assurance Company Limited                              | FEMA      |
| 4.6. National Building Regulations and Standards Act 1997 (Act No 103 of 1997)         | NBR&S     |
| 4.7. Occupational Health and Safety Act 1993 (Act No 85 of 1993) and Regulations       | OH&SA     |
| 4.8. Occupational Health & Safety Act 1993 Construction Regulations, 2003              | CR        |
| 4.9. Provincial Director   | PD        |

#### Abbreviation

### 5. Legislation

#### Definitions:

“client” the person for whom any construction work is performed,

#### Legislation

CR 4. (1)

“agent” means any person, appointed in writing to represents the Client,

CR 4 (5)

“architect / Designer” a person who prepares, checks, prepares or assists with a design,

CR

“competent person” a person with the knowledge, training, experience and qualification specific to the work or task being performed. Where there is, and he/she has the appropriate SAQA qualification,

CR

"construction Safety Officer" a competent person in relation to occupational health and safety in the construction industry,	CR
"Contractor" an employer who performs construction work,	CR
"ergonomics" the application of scientific information to optimise human well-being and performance,	CR
"fall prevention plan" a documented plan to eliminate or reduce the risk of falling,	CR
"hazard assessment" the analysis of all existing or potential hazard associated with the work being or to be performed.	
"hazard identification" the identification of existing or known hazards that is normally associated with the work being or to be performed,	CR
"health and safety file" a permanent record of the health and safety requirements prescribed in theses regulations,	CR
"health and safety plan" a documented plan, including safe work procedures to mitigate, remove, reduce or eliminate the hazards identified,	CR
"health and safety specification" means a documented specification of the health and safety requirements for the tasks to be performed safely,	CR
"medical certificate of fitness" a certificate valid for one year issued by an occupational health practitioner registered with the Health Professional Council of South Africa,	CR
"method statement" the documented procedure to perform the task as reasonably and practicably safe,	CR
"national building regulations" means the regulations made in terms of section 17(1) of the NBR and BS Act, 1997 (Act No 103 of 1997).	
"principle Contractor" an employer who performs construction work appointed in writing by the Client or his appointed Agent,	CR
"professional engineer or professional certificated engineer" means any person holding registration as either a Professional Engineer or Professional certificated Engineer under the Engineering Professions Act, 2000,	CR
"provincial director" means the Provincial Director as defined in Section 1 of the General Administration Regulations under the Act,	CR
"risk assessment" a programme to determine any risks associated with a task and the to identify the steps to remove, reduce or control such hazard,	CR
"SABS – 085" the code of practice – "Design, erection, use and inspection of Access Scaffolding",	CR
"SABS – 0400" the code of practice for the application of National Building Regulations,	CR
"SABS EN 1808 and SABS 1903" the code of practice entitled "safety requirements on suspended access equipment design calculations, stability criteria, construction – tests",	CR

“The Act” means the Occupational Health and Safety Act 1993 (Act No 85 of 1993), CR

“construction Vehicle” a vehicle used for means of conveyance for transporting persons or material or both as the case may be, both on and off the construction site for the purpose of performing construction work, CR

“excavation” means any man – made cavity, trench, pit or depression formed by cutting, digging or scooping, CR

“fall prevention equipment” means equipment used to prevent persons from falling from an elevated position, CR

“roof apex height” means the dimensional height in meters measured from the lowest ground level abutting any part of a building to the highest point of the roof, CR

“scaffold” means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or material or both, CR

“structure” any building, steel or reinforced concrete structure, railway line, or siding, bridge, waterworks, reservoir or pipeline, cable, sewer, sewage works, fixed vessel, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plant, pylon, surface and underground tanks, earth retaining structures or any structure designed to preserve or alter any natural feature, and any other similar structure;

(a) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

(b) any fixed plant in respect of work, which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk to persons falling 2 metres or more. C R

## 6. Statutory Obligations

Description	Legislation
-------------	-------------

6.1. Basic Conditions of Employment Act	BCE
---	-----

The relevant sections are to be complied with special attention to at least the following –  
Working hours,  
Conditions of employment and Remuneration,  
Termination of employment,  
Employment of child labour prohibited.

6.2. Compensation for Occupational Injuries and Diseases Act 1993 (Act No 130 of 1993)	COIDA
--	-------

The Act provides for compensation for health conditions, death, diseases and or injuries that arises out of and in the course of an employee's duties. All employers-Principle Contractor and Contractors must register with a compensation insurer – either COIDA or FEMA. They must be in good standing – have proof of having paid their current assessment - in the form of either a receipt of payment or a letter of good standing from their compensation insured prior to commencing work on the project with a copy on Site.

6.3. Occupational Health and Safety Act 1993 (Act No. 85 of 1993)	OH&SA
---	-------

The OH&SA is the primary law regulating occupational health and safety matters. The Act is a framework Act that provides for the development of detailed rules and standards through regulation. As a framework, the Act prescribes that -

- (a) the employer must provide and maintain a safe and healthy working environment for his employees and any person, who may enter onto the premises,
- (b) the duties of employers to their employees, employees to their employer and suppliers to the employer and
- (c) the “reasonable man” approach by the employer in decisions concerning occupational health and safety,



- (d) the management, application and enforcement of the Act and regulations are the responsibility of the employer i.e. be he the appointed agent where applicable, Project Managers, each principle Contractor and Contractor.
- (e) each principle Contractor and Contractor shall have a copy of the Act which must be available on site at all times. Employees are to be allowed reasonable access to the Act during normal working hours.

NB Interpretation

**Where there is any question as to the interpretation of any legislation and an agreement cannot be reached the matter is to be escalated from Contractor to Principle Contractor to the client. Should the matter still not be resolved it needs to be referred to the Provincial Director – Department of Labour.**

## 7. Project Management

Description	By whom	Legislation
7.1. Notification of Construction Work.	Principle Contractor!	CR 3.1
7.2. Health and Safety Specification The Health and Safety Specification from the Client must be referred to when preparing this Health and Safety Plan.	Client to provide.	CR 4. (1)(a)
7.3. Health and Safety Plan This Health and Safety Plan reflect the procedure that will be implemented to ensure legal compliance during Construction Work.	Contractor	CR 5. (1)
7.4. Health and Safety File All documentation – minutes of health and safety committee meetings, risk Identifications / assessments, legal compliance audits, induction and other training including service records of equipment and machinery etc must be included in the file.	Contractor	CR 5. (7)
7.5. Agreement with Mandatory A written agreement will be entered into between the Client and the Agent, the Agent and each Contractor.	Client / Agent / Principle and Contractor	Act Sec 37(2)
7.6. Appointment of each Contractor by the Agent.		C R 5 (3) (b)
7.7. Organisation chart		
7.7.1. Assignment of Duties Mr _____ is assigned the duty of ensuring that the requirements of the Act and Regulations and this Health and Safety Plan are complied with during the Construction Work.	Contracts Manager	Act Sec 16(2)
7.7.2. Construction Supervisor Mr _____ is appoint, in writing a competent employee to supervise the day-to- day construction work on the project. The supervisor will manage and control all construction activities in the absence of the Sect 16(2) assignee.	Site Agent	CR 6. (1)
7.7.3. Sub-ordinate Construction Supervisor. Mr _____ is appointed to be in control of the project in the absence of the Site agent appointed in terms of Construction Regulation 6. 1. <b>NB Under no circumstances may a Contractor leave employees on the site unless there is a competent construction work supervisor present.</b>		CR 6. (2)
7.7.4. Construction Safety Officer Mr _____ has been appointed a part – time construction safety officer for the duration of the project.	Part-time/Full-time	CR 6. (6)



#### 7.7.5. Contractors

CR 5. (3)(b)

An up dated list of Contractors will be kept and maintained on Site.

Company:

Activity:

Address

Contact person:

Contact numbers:

Telephone –  
Cellular –

Facsimile –  
Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone -  
Cellular -

Facsimile  
Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone -  
Cellular –

Facsimile –  
Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone –  
Cellular –

Facsimile –  
Email

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone –  
Cellular –

Facsimile -  
Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone  
Cellular

Facsimile  
Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone –  
Cellular –

Facsimile –  
Email:

Company:

Activity:

Address:

P O Box 1254 –

Contact person:

Contact numbers: Telephone –  
Cellular –

Facsimile  
Email:

Every Contractor is responsible to ensure that his employees comply with the applicable legislation and this health and safety plan.

NB: A section 37(2) Agreement with Mandatory must be entered into between the Contractors and the principle Contractor.

**NB** Contractor who contracts out construction work. Where a Contractor contracts construction work out to another Contractor he becomes the Principle Contractor and a section 37(2) agreement must be entered into.

7.7.6. Designation of the Health and Safety Representative / s

Act sect 18

Mr \_\_\_\_\_ is a designated health and safety representative.

He will perform his prescribed duties in his area of responsibility.

Act sect 18(1) (g)

7.7.7. Appointment as the Risk Assessor / Facilitator.

C R 7(1)

Mr \_\_\_\_\_ is appointed to identify and record the risks associated with tasks being or that will be performed. These assessments must be reviewed as and when necessary.

7.7.8. Scaffold Inspector:

C R 14(2)

Mr \_\_\_\_\_ is appointed for this project.

Scaffolds must be inspected as prescribed and the findings reflected in the register provided.

**8. Incident Management – Occupational Health and Safety**

8.1. Incidents and or injuries

A policy of ZERO tolerance is the target for the project. Every thing reasonable and practicable must be adopted and actively implemented to prevent any incident or injury. Every possible danger or hazard must be identified, documented, analysed and the appropriate action to mitigate and or reduce them implemented. The necessary training of employees must be identified and introduced.

**TARGET - NO FATAL OR DISABLING INJURIES**

Report to inspector regarding certain incidents

Sect 24

Each incident, which occurs at work or that, arises out of or in the course of his employment that could either result in the employee's death that he loses a limb or part of a limb, becomes unconscious or that he is unable to continue with his normal duties for a period of 14 days must be reported to the relevant Provincial Director of Labour.

8.1.1. no person shall without the permission of an inspector, in the event of an incident described in (1) above disturb the site –

NB Although incidents, which occur on a public road or that, are aviation related must be reported if it arose out of and in the course of the employee's employment.

**Domestic incidents are excluded.**

Definitions.

**Accident**

C O I D Def

Means an accident arising out of and in the course of an employee's employment and resulting in a personal injury, illness or the death of the employee.

**Occupational disease**

Means any disease contemplated in section 65(1) (a) or (b). NB It includes conditions resulting from exposure to items either used and or exposed to in work place.

**Occupational injury**

Means any personal injury sustained as a result of an accident.

Classifications.

Fatal - Where the employee dies.

Disabling - When an employee cannot continue to perform the duty he was employed for.

Lost time incident - When an employee does not return to perform the work he was employed for on the next normal working day.

Disabling Lost Time - When an employee sustains an injury on duty and does not return to perform the duties he was employed to do on the next normal working day.

Medical treatment incident - When an employee sustains an injury at work and requires medical – more than first aid treatment i.e. medical, surgical, hospital or skilled nursing services.

First Aid case - Where the wound is treated from the contents of a first aid box

Disabling Lost Time Injury Frequency Rate (DIFR) It is the number of disabling injuries, including a death multiplied by 1 million (1,000,000) divided by the total number of man-hours worked by all employees on the project for a specific month or the project to-date.

$$\text{DIFR} = \frac{\text{No of disabling lost time injuries} \times 1,000,000}{\text{Total man-hours work for the period under review}}$$

8.1.2. *Reporting.*

COIDA

An incident must be reported to the relevant Provincial Director and on the prescribed W.CL 2(E) document and within the prescribed time frame i.e. when the employer becomes aware of or the incident was reported to him.

8.1.3. *Recording.*

All incidents must be recorded on a document similar to the injury statistic form provided.

8.1.4 *Investigation.*

Sect 31 The

severity of the injury will dictate whom and when the investigation must be conducted. Where reasonable and practicable all incidents must be investigated prior to the end on the shift on which it occurred, reported to or his employer became aware thereof.

Fatal and serious injuries must be investigated before the end of the shift on which it occurred or as soon as reasonably practical after the occurrence. A team consisting of the Principle Contractor, the construction safety officer and the health and safety representative in whose area the incident occurred must conduct the incident investigation.

Where an employee of a Contractor is injured the Contractor and the health and safety representative for the area in which it occurred will be part of the team. The client or his agent may if they wish form part of the team. A record of the proceeding including signed statements, the name of the person conducting the investigation and persons assisting team members must be kept. All photographs etc must also be kept in the health and safety file.

**NB** In the event of a fatal, or potentially fatal incident the relevant DoL and the nearest South African Police Services station must be contacted. The scene of the incident may only be altered or disturbed with permission of an inspector or when it is necessary to rescue a person or lives in danger.

8.1.5. *Analysis.*

The statistics for the total project, each principle Contractor and Contractor must be analysed to ascertain if there is or if any trends are developing by the construction safety officer or a competent person appointed by the client, his agent, the principle Contractor's and all Contractors.

8.1.6. *Statistics.*

Comprehensive incident / injury statistics must be kept for the total project i.e. the Principle Contractor and every Contractor. The following information must be recorded and kept on the health and safety file of the principle Contractor / s and the Contractor / s.

The client or where applicable his appointed agent must ensure that the relevant statistics are collected, recorded, analysed and the appropriate action instituted. Where a construction safety officer is appointed it will form part of his duties and responsibilities.

Statistics must be kept in the format, suggested which is attached to this document.

The following incidents must be recorded – Fatal, disabling lost time, days lost, medical and first aid cases and man-hours worked. Statistics for the month under review and for the project to-date must be kept either together on one or more documents.

NB The Compensation Commissioner still refers to and reports the Disabling Injury Frequency Rate (DIFR). It has been decided to use the same formula. Contractors may use 200,000 in the formula. However they need to multiply by 5 to reflect the COIDA statistic rate.

- 8.1.7. Occupational disease / conditions  
*These must be reported and recorded as prescribed.* COIDA
- 8.1.8. Medical certificate of fitness.  
A medical certificate of fitness, valid for 1 year must be available on the premises at all times for employee working on or operating the following:  
i) *working in an elevated position,* R
8. (2)(b)  
i. *suspended platform,* CR 15(12) (a)  
ii. *Cranes – mobile - tower* CR 20(g)  
iii. *Construction vehicles.* CR21 (1) (d)(ii)  
*During the process of task analyses and or risk assessment it is possible that* CR 7. (1)  
*other tasks may indicate that a medical certificate of fitness is necessary. The prescribed conditions will apply as though it was legislated.*
- 8.2. Health and Safety Committee** Sect 19(4)  
8.2.1. *Composition.* Sect 19  
The duly nominated, elected and designated employees, as health and safety representatives will serve on a health and safety committee. The Health and safety representatives will be required to attend the health and safety committee meetings. The Client and his appointed Construction safety officer are ex-officio members.
- 8.2.2. Meetings.  
Meetings will be held on the day, date, time and place as mutually agreed upon by the health and safety representatives and management. The frequency will also be determined by the aforementioned.  
**Where the Principle Contractor has established a Health and Safety Committee the designated Health and Safety Representative shall serve on the Committee and the formula applied.**
- 8.3. Legal compliance audits**  
8.3.1. Audit schedule  
The attached schedule or a similar one approved by the Client and or the Principle Contractor must be used. The person conducting the assessment must report in writing any major deviations observed and where reasonable, practicable the corrective action recommended, the party responsible to take the action and a date by which such must be implemented.
- 8.3.2. Audit frequency.  
*An internal legal compliance audit will be conducted monthly.* CR 4. (1)  
A legal compliance audit will be conducted by an external / independent auditor one (1) per month.
- 8.3.3. Analysis.  
Each audit report must be tabled and discussed at the next relevant health and safety committee meeting. The chairman shall make any appropriate comments and or recommendations and sign the minutes. The Client, Principle Agent must receive a copy of the minutes. The audit of the Contractors must be consolidated, analysed and submitted to the principle Contractor and the client. The findings will be documented, analyses and recommendations made. Where necessary the client / agent will be consulted with to ascertain if additional resources and or finances are required. The action agreed on i.e. the responsible man test - and the time scheduling must be implemented. As the project progresses it may become necessary to increase the frequency of audits.

NB The construction safety office will assume and be appointed to perform these functions.

## 9. Log books and Registers.

- 9.1. *First aid Equipment* GSR 3(3)

Mr \_\_\_\_\_ has been appointed the first aid attendant for the project. The prescribed contents of a first aid box will be available on the project and will be under the control of the first aid attendant.

9.2. Fire fighting appliances,

Mr \_\_\_\_\_ is appointed to inspect at the prescribed interval and record his CR 27 (g) findings in the appropriate register.

9.3. Access Scaffolding.

Mr \_\_\_\_\_ has been appointed to inspect access scaffolding as prescribed.

**10. Risk Management**

The prescribed risk identification, assessment and where necessary a method statement will be completed prior to coming on site where possible. As and when additional information etc is received concerning new or additional tasks the necessary risk identification, assessment must be conducted and approval obtained. Risks assessed that suggest a need for a change in design or other corrective action will be referred to the architect / designer or the client or his agent. Employees must receive, and sign, acknowledgment of having received appropriate training, that they understood the requirement and would apply the knowledge.

Mr \_\_\_\_\_ is appointed the competent person to conduct the risk assessment.

**11. Education and Training**

11.1. Induction Training

No person will work on this project, or enter or be allowed to remain on the premises unless they have received and acknowledged in writing that they have received, understood and accept the conditions detailed in the induction programme.

A comprehensive list of all induction training given must be kept in the health and safety files and reported on, to management at least monthly. Training sessions must be conducted at least weekly.

NB Occasional visitors, client, agent, architect etc must be re-inducted when significant progress has been made on the project – risk, potential risks become apparent.

11.2. Site-specific training.

Site-specific training requirements will be identified. Where applicable a certificate on competency must be must be available – or a certified copy – on the site.

**12. Evacuation procedure**

12.1. The Clients or Principle Contractors evacuation procedure will be communicated to all employees.

12.2. All Company employees will report to their assembly point - the site office.

12.3. Definition of an emergency:

An emergency is a major occurrence such as a fire, bomb threat, chemical spillage, explosion, aircraft crash, or a natural disaster i.e. earthquake / cyclone, which could result in injury, loss of life, or extensive damage to property and the environment.

12.4. Alarm

An audible alarm will be sounded to warn employees of an emergency and also when the situation returns too normal.

12.5. Employee response to an alarm.

Stop working,

If you are using an electric or pneumatic tool switch it off place it on the ground and proceed to the assembly point.

Report to your Supervisor

12.6. Employee response to the all-clear signal.

Return to your working area and proceed with the task you were busy with prior to the evacuation.

Fire: \_\_\_\_\_ 3 Short sharp blasts

Serious Incident : \_\_\_\_\_ Long – short – long blasts

All clear : \_\_\_\_\_ 5 seconds



### 13. Environmental Management.

Pressure on natural resources, including land, has continuously increased, as the population increases and likewise, awareness of the need to lessen the negative impacts of development and construction on the environment will continue to increase.

Every effort must be made to use environmentally friendly paints and where possible water-based. The containers once emptied must be disposed of at an approved disposal site or returned to the supplier.

### 14. Ergonomics

Ergonomics is "the study of work". Ergonomics therefore is the Profession that studies and analyses people at work, the work systems, and how best they fit together. Much of the work done on Construction Sites is by its very nature an ergonomic problem, because it requires physical work to be done above head height, and below waist level, aggravated by constructions materials being heavy and/or inconveniently sized and shaped, which presents further manual materials handling issues.

### 15 Health and Safety Communication

Minutes of all health and safety committee meetings shall after acceptance shall be displayed, strategically placed on a site notice board. Where appropriate Newspaper clipping may be used during "tool box" talks and induction training. Any change in company policy or legislation that may affect employees must be communicated to employees as soon as is reasonable and practicable.

### 16. Safe work procedures.

A programme of safe work procedures is to be embarked on starting with those identified during the risk identification and assessment. Where reasonable and practicable steps have been taken and elements of risk still remain a procedure needs to be developed. The employees required to perform them must receive adequate training. Proof of training must be kept and be available on the premises.

All procedures need to be documented.

### 17. Personal Protective Clothing and equipment.

*PPE may only be issued only after all reasonable and practicable steps have been taken to remove or reduce the hazard and or potential hazards.* Act sec 8(2)  
GSR 2(2)

All items issued must be maintained in good working order i.e. serviced and repaired as and when necessary. Items must be issued free of charge and for the personal use of the employee. The employee shall sign acknowledgement of receipt of the items that he will use it, them as prescribed and that he has received the necessary training in the use and care of the items.

*The principle Contractor and Contractor must take all reasonable steps to ensure that PPE GSR 2(6) issued is used, worn and maintained as described.*

### 18. Project / Site Security.

#### 18.1. Barricading and maintenance

Adequate and suitable solid barricading must be erect and maintained to prevent unauthorised entry as well as to control access onto and off the site. Suitable information signs must be strategically positioned. They will include but not be limited to the following – No unauthorised entry, all visitors must report to the Site office, personal protective clothing / equipment must be worn etc. NB Project / Site management are responsible for all activities taking place on the premises, and people who enter onto or who are allowed to remain on the site.

#### 18.2. Access control

The Client is responsible for the access to and egress from the construction area.

### 19. Implementation costs.

The cost of implementation should include but are not limited to the following-

#### 19.1. Administration

- Project registration,
- Occupational health and safety plan and file,
- All assignments, appointments and designation,
- Risk identifications and assessments and Logbooks and registers,
- Health and safety committee meetings and minutes.

#### 19.2. Training and Education

- Induction training and badges,
- First aid,
- Health and safety representatives
- Others - specify,

- 19.3. Legal compliance audits and reports.  
Monthly or as required by the client.
- 19.4. Personal Protective Equipment and Clothing.
- 19.5. Other.  
Site-specific requirements are to be specified.

**Conclusion**

This Health and Safety Plan has been developed and after negotiation with the Agent accepted. This approved plan will be made available to each Contractor prior to their commencing construction work on the project. We the undersigned do hereby acknowledge receipt of, understand and accept the contents of this Health and Safety Plan.

**Client**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

**Principle Contractor**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

**Principle Contractor**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date

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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**

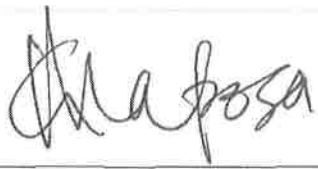







(This specification shall be used in network operator contracts)

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

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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

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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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## 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.

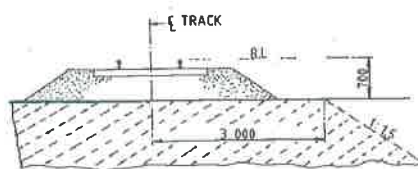


Fig. 1



- 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 trolleys on a railway line for working on high voltage equipment will be permitted only if approved by the Contract Supervisor and under the conditions stipulated by him.

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

## **16.0 SIGNAL TRACK CIRCUITS**

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

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

## **17.0 PENALTY FOR DELAYS TO TRAINS**

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

## **18.0 SURVEY BEACONS AND PEGS**

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

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

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

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

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

## 19.0 TEMPORARY LEVEL CROSSINGS

- 19.1 The Contract Supervisor may, on request of the Contractor, and if necessary for the purpose of execution of the Works, permit the construction of a temporary level crossing over a railway 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 communications routes and prevent contact with "live" overhead electrical equipment.

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

- 19.3 The Contractor shall take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the temporary level crossing to himself and his employees, his subcontractors and their employees, the staff of the network operator and to such other persons as the Contract Supervisor may permit and of whose identity the Contractor will be advised. If so ordered by the Contract Supervisor, the Contractor shall provide persons to control road traffic using the temporary level crossing. Such persons shall stop all road traffic when any approaching train is within seven hundred and fifty (750) metres of the temporary level crossing, and shall not allow road traffic to proceed over it until the lines are clear.
- 19.4 The Contractor shall maintain the temporary level crossing within the railway servitude in good condition for the period it is in use. A temporary agreement with the road authority to be concluded for the maintenance of the level crossing outside the railway servitude.
- 19.5 When 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 its 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 veldt fires, 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

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

**"PREVIEW COPY ONLY"**

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

### 27.0 GENERAL

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

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

- 27.2 This specification must be read in conjunction with and not in lieu of the Electrical Safety Instructions.
- 27.3 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Electrical Safety Instructions.
- 27.4 The Electrical Safety Instructions cover the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).
- 27.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any "live" high-voltage equipment.
- 27.6 The Contractor shall regard all high-voltage equipment as "live" unless a work permit is in force.
- 27.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of the network operator's staff where this is necessary.
- 27.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

### 28.0 WORK ON BUILDINGS OR FIXED STRUCTURES

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

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

- 29.1 No person may stand, climb or work, whilst on any platform, surface or foothold:
- 29.1.1 higher than the normal unrestricted access way, namely -
    - 29.1.1.1 external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
    - 29.1.1.2 walkways between coaches and locomotives.
  - 29.1.2 of restricted access ways in terms of the Electrical Safety Instructions namely -
    - 29.1.2.1 the floor level of open wagons
    - 29.1.2.2 external walkways or decks of road-rail vehicles, on-track maintenance machines and material trains.
  - 29.1.3 Unauthorised staff working on these platforms must be directly supervised by duly authorised persons in terms of clause 607.1.3 of the Electrical Safety Instructions. These persons must attend the relevant electrical safety module training. A letter of training must then be issued by an accredited training authority. A Category C Certificate of Authority must be obtained from the



local depot examining officer.

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

### **30.0 USE OF EQUIPMENT**

#### **30.1 Measuring Tapes and Devices**

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

#### **30.2 Portable Ladders**

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

### **31.0 CARRYING AND HANDLING MATERIAL AND EQUIPMENT**

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

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

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

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

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

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

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

### 33.0 USE OF WATER

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

### 34.0 USE OF CONSTRUCTION PLANT

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

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

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

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

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

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

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

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

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

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

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

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

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

### 36.0 TRACTION RETURN CIRCUITS IN RAILS

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

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

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

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

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

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

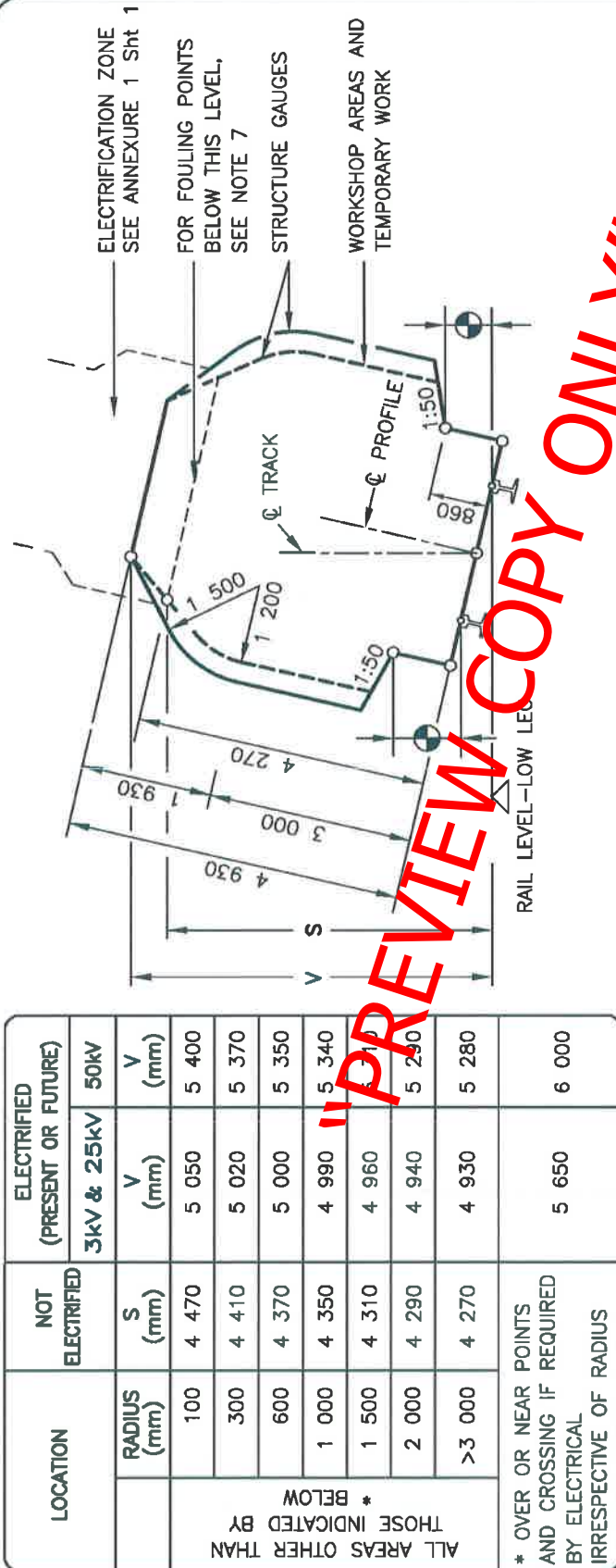
Such equipment includes:-

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

END

"PREVIEW COPY ONLY"





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.



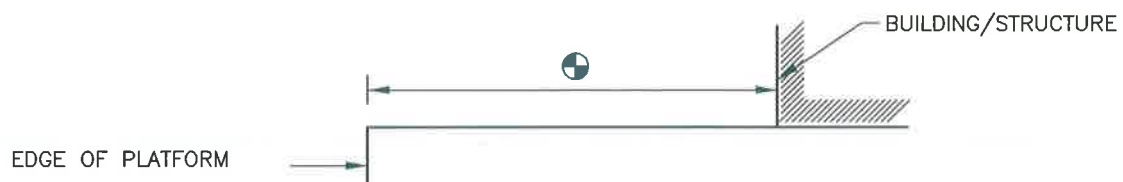
PLATFORMS : TRACK GAUGE 1 065mm

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	870	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

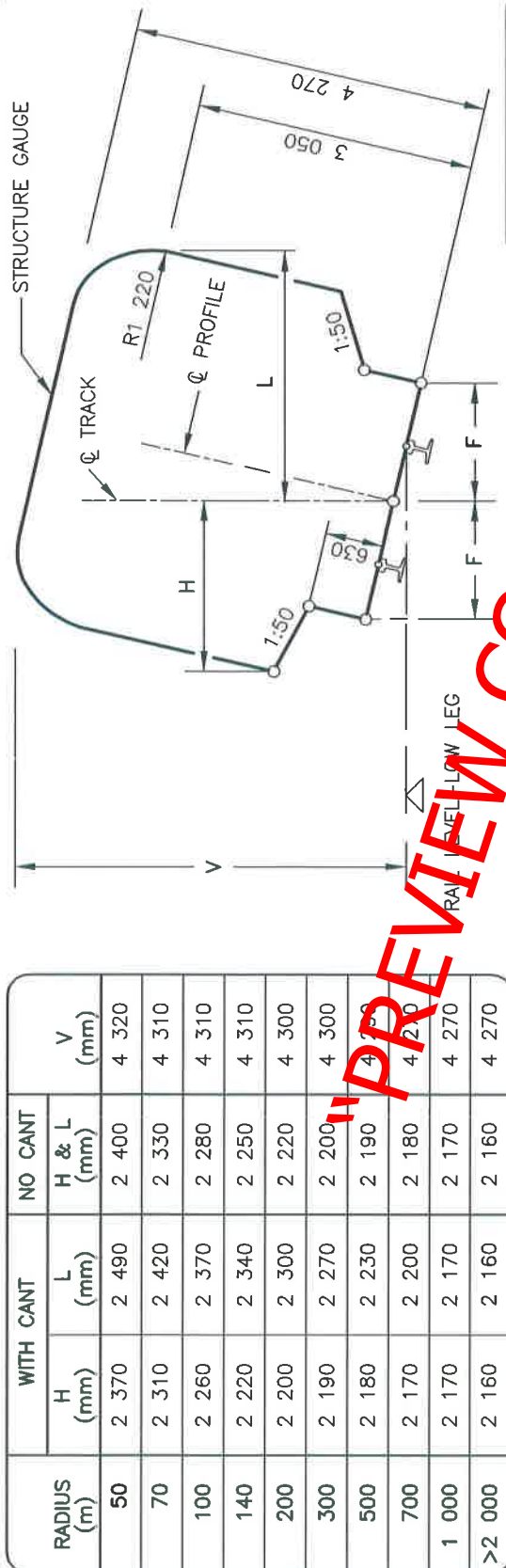
REMARKS:

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.

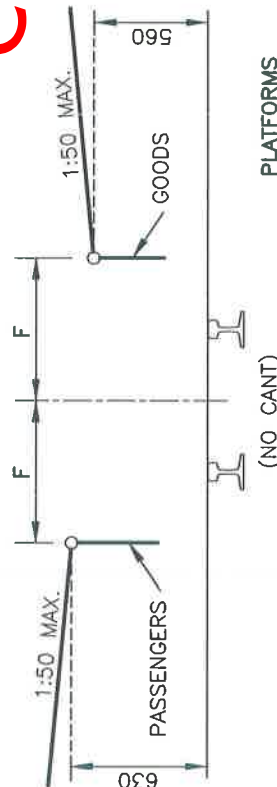
STRUCTURES ON PLATFORMS : 1 065mm AND 610mm TRACK GAUGE



CLEARANCES : 610mm TRACK GAUGE



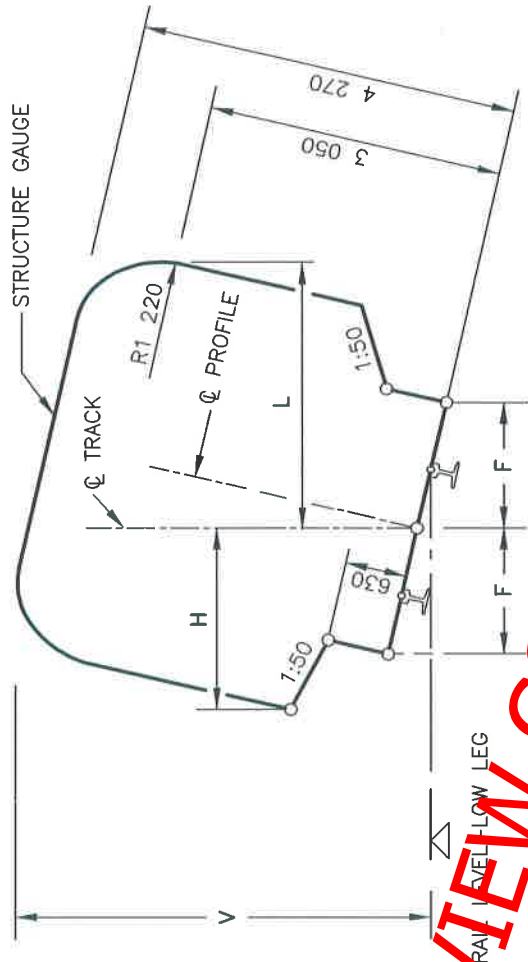
RADIUS (m)	F (mm)
50	1 550
60	1 510
80	1 460
100	1 430
120	1 410
140	1 390
170	1 380
200	1 370
250	1 360
300	1 350
600	1 330
1 000	1 320
>2 000	1 320
STRAIGHT	1 310



**REMARKS:**

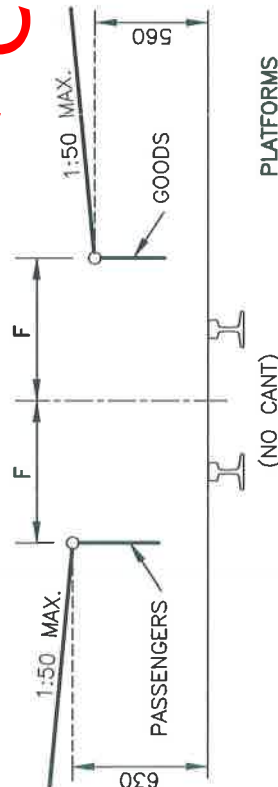
- H IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
- L IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
- V IS THE MINIMUM VERTICAL CLEARANCE.
- FOR APPLICATION AT CURVES:
  - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 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.
- INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
- ALSO REFER TO REMARKS 5, 6 AND 7 OF ANNEXURE 1 SHEET 2.
- CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.





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	4 310
100	2 260	2 370	2 280	4 310
140	2 220	2 340	2 250	4 310
200	2 200	2 300	2 220	4 300
300	2 190	2 270	2 200	4 300
500	2 180	2 230	2 190	4 290
700	2 170	2 200	2 180	4 270
1 000	2 170	2 170	2 170	4 270
>2 000	2 160	2 160	2 160	4 270



**REMARKS:**

- H IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
- L IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
- V IS THE MINIMUM VERTICAL CLEARANCE.
- FOR APPLICATION AT CURVES:
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- CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.



Aon South Africa (Pty) Ltd  
Risk Consultants and Insurance Brokers  
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Telephone: +27 11 944 7000  
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16 October 2015

## To Whom It May Concern

### CONFIRMATION OF INSURANCE: TRANSNET (SOC) Limited Principal Controlled Insurance

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the under-mentioned insurances are current:-

<b>The Insured</b>	Transnet (SOC) Limited, and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear.
<b>The Insured's VAT No.</b>	4720103177
<b>The Insured's Company Registration No.</b>	1990/000000/30
<b>Postal Address (Head Office)</b>	P O Box 72501, Parkview, 2122
<b>The Premises</b>	Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents (if existing) together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.
<b>Territorial Limits</b>	The Republic of South Africa and to the extent permitted by the applicable insurance acts, the territories of Lesotho, Namibia, Swaziland, Botswana, Zimbabwe, Malawi, Angola, Zambia and Mozambique.
<b>Period of Insurance</b>	<b>01<sup>st</sup> April 2014 to 31<sup>st</sup> March 2015</b> (both dates inclusive); and any subsequent period for which the Insured shall pay and the Insurers shall agree to accept Renewal premium

It is expressly understood and agreed that in respect of The Insured Contracts which fall to be insured in terms of this Policy and awarded prior to the inception of this Policy, this Policy shall provide cover in accordance with the policy (including deductible) in force at the time of award of such contract.

## Co-Insured's

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement;

transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract;

project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract;

all for their respective rights and interests.

## The Insured Contracts

All Contracts (including any undertaking awarded or commenced prior to inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but excluding;

- a) which at award stage have a value in excess of R 1,000,000,000;
- b) with an estimated period exceeding 36 months but increasing to 60 months in respect of rail maintenance projects (excluding Defects Liability/Maintenance period);
- c) with a Contractual Defects Liability / Maintenance Period exceeding 24 months;
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- e) in or on any aircraft;
- f) off-shore risks.

## Performance Testing & Commissioning:

120 Days not consecutive.

## Maintenance Period:

12 Months

## Contract Works

### Lead Insurer

Mirabilis Engineering Underwriting Managers (Pty) Ltd for and on behalf of Santam Limited  
Company Registration Number: 2006/018854/07  
VAT Registration Number: 4130230354  
Financial Services Provider Number: 28190  
Percentage of Whole: 55%

### Co-Insurer

Scintilla-ERU (Pty) LTD Underwriting Managers for and on behalf of Hollard Insurance Company Limited  
Company Registration Number: 1998/011075/07  
VAT Registration Number: 4450117405  
Financial Services Provider Number: 9130  
Percentage of Whole: 35%

### Co-Insurer

AC&E Engineering Underwriting Managers (Pty) Limited for and on behalf of New National Assurance Company Limited  
Company Registration Number: 2009/015923/07  
VAT Registration Number: 4020257368  
Financial Services Provider Number: 43281  
Percentage of Whole: 10%

The sum insured for the Indemnity in respect of any one occurrence or series of occurrences attributable to one original cause shall not exceed the estimated project value for which the Insured is responsible. It is however agreed that the Sum Insured shall be increased in respect of:

- contract escalation in the event of an increase in The Insured Contract value or value of work during the period of The Insured Contract, by an amount equal to 30%(thirty percentile) of the Sum Insured;
- post loss escalation in the event of the indemnity to be provided hereunder exceeding the estimated project value plus contract escalation, by an amount equal to 30%(thirty percentile) of the Sum Insured;
- devaluation in the event of devaluation of the Policy currency exchange against the country of origin occurring after commencement of The Insured Contract, by an amount equal to 30%(thirty percentile) of the estimated project value.

### Deductibles

The Deductibles are applicable in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage or liability insured by this Policy.

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Contracts up to	Major perils	Minor perils
0 to R100,000,000	R 25,000	R 15,000
R100,000,001 to R250,000,000	R 50,000	R 15,000
R250,000,001 to R500,000,000	R 100,000	R 25,000
R500,000,001 to R1,000,000,000	R 150,000	R 25,000

Minimum wet risk deductible of R100,000 per occurrence to apply

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts)

Contracts up to	Deductible
0 to R500,000,000	R 1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R 1,500,000 per occurrence
General / Tenants	R 25,000,000each & every
Contractors / Employers	R 25,000,000each & every
Goods on Hook	R 25,000,000in aggregate

(For the purpose of Employers Liability, all Contractors and/or sub-contractors employed in the performance of works for and on behalf of Transnet are not covered in terms of this section)

### Deductibles:

General & tenants liability	R	25,000
Contractors liability	R	25,000
Contractual liability	R	25,000
Lateral support (property developers)	R	50,000

## Public Liability

### Primary Layer

#### The Insurers:

AIG Insurance Limited  
Company Registration Number: 1962/003192/06  
VAT Registration Number: 4390116939  
Financial Services Provider Number: 15805  
Followed by various underwriters.

Spread of fire (including fire brakes and vegetation control)	R	250,000
Sudden & accidental pollution (including vegetation control)	R	250,000
Rolling stock derailment liability	R	250,000
Goods on the hook	R	250,000
Marine Works Liability	R	250,000

## Professional Indemnity

### Primary Layer

#### The Insurers:

Risk Technical Services (Pty) Ltd for and on behalf of RMB Structured Insurance Limited  
Company Registration Number: 2005/001652/07  
Financial Services Provider Number: 41202  
Followed by various underwriters

Design & Construct R 25,000,000 in aggregate plus 1 reinstatement

### Deductibles:

In respect of each and every claim R 2,000,000

## Important:

The "Certificate" of insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend extend or alter the coverage afforded by the Policy.

Kind regards,



**George Davis | Principal Broker, Aon Construction Division**  
**Aon South Africa (Pty) Ltd | Construction Practice Group**  
The Place | 1 Sandton Drive | Sandhurst, Sandton | 2196  
P O Box 1874 | Parklands | 2121  
t +27 11 944 7103 | f +27 86 505 9558 | m +27 83 452 8281  
Blackberry Pin: 2116F108  
george\_davis@aon.co.za | www.aon.co.za