

TRANSNET



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

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

1. General

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

2. Definitions

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

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

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

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

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

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

4. Special Permits

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

5. Health and Safety Programme

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

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

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

6. Fall Protection Plan

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

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client:

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

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

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

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

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

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

8. Nature of the construction work:

9. Expected commencement date: _____
10. Expected completion date: _____

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

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

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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

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

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ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____

representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____

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

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

Date : _____

Signature :- _____

Designation :- _____

ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature :-

Date :

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ANNEXURE 4

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

SITE ACCESS CERTIFICATE

Access to : _____ (Area)

Name of Contractor/Builder :- _____

Contract/Order No.: _____

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

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

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

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

Signed : _____ Date : _____
PROJECT MANAGER

ACKNOWLEDGEMENT OF RECEIPT

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

Name : _____ Designation : _____

Signature : _____ Date : _____

TRANSNET FREIGHT RAIL

BILLS OF QUANTITIES

FOR

SCREEING OF MUDHOLES & TURNOUTS

"PREVIEW COPY ONLY"

TRANSNET FREIGHT RAIL

BILLS OF QUANTITIES

FOR

SCREEING OF MUDHOLES & TURNOUTS

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PART C3: SCOPE OF WORKS

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SCOPE OF WORKS
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PART C3

Section 1

DESCRIPTION OF THE WORK

Contract Data

Works Information

PROJECT SPECIFICATION

UPGRADING, SCREENING OF YARD TURNOUTS BY HAND AND SCREENING OF MUDHOLES BY HAND

1.0 SCOPE

1.1 This contract covers the upgrading and screening of turnouts and screening of mudholes by hand on railway track inclusive of all other associated work on lines owned and maintained by Transnet Freight Rail under jurisdiction of the Depot Engineer, Isando East. The contract area will include lines in Springs, Sentrarand, Welgedag, Brakpan, Hawerklip, Geduld and Cowlesdam Yards, the Contractor will be required to work at any place within the specified areas.

2.0 WORKS

- 2.1.1 Upgrading of 1:9 and 1:12 turnouts (both wooden and concrete)
- 2.1.2 Replacement of rail-to-rail and rail-to-sleeper fastenings
- 2.1.3 Replacing wooden sleepers or concrete sleepers.
- 2.1.4 Replacing of turnout sleepers
- 2.1.5 Screening of ballast, mudholes by hand and all associated work.
- 2.1.6 Painting of tumblers and clearance marks.
- 2.1.7 Cleaning and digging of channel drains.
- 2.1.8 Boxing out of ballast down to the formation.
- 2.1.9 Removal of soil and dirt.
- 2.1.10 Boxing in and trimming of ballast.
- 2.1.11 Lifting and tamping of slacks on the line.

2.1.12 All supervision and labour, tools and equipment unless otherwise specified, required for carrying out the work.

2.1.13 Any work arising out of or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents

3.0 WORK NOT INCLUDED

3.1.1 Welding work.

4.0 SPECIFIC REQUIREMENTS

4.1.1 It is a specific condition of this contract that work specified above be done by utilizing Transnet approved means and processes.

4.1.2 As per Clause 5.1 of the E5 (MW) (Nov 1996) the risk to production associated with normal weather (rain, high or low rail temperature) shall be with the contractor. In the event of abnormal climatic conditions prevailing over a period of time inside the Contract Period thereby effecting the Contractors production negatively, Transnet will consider a claim if submitted by the Contractor. The provision of proof shall be upon the Contractor.

4.1.3 The Contractor shall provide two separate teams comprising of 20 workmen each (excluding Foreman/Track master and Flagmen) and no workers shall be moved around between both teams.

4.1.4 The contractor must make provision to work with stockpiled ballast.(It is the Contactors responsibility to get the stockpiled ballast on track)

4.1.5 The contractor is to submit the following documents as part of the tender document:

- Letter of Good Standing
- Flagmen Certificate
- Track Master Certificate of the track master who will be working with the team
- First Aider Certificate of the first aider to work with the team
- A safety file with a risk register and safety plan (all the documents which make up a safety file)

5.0 DEFINITIONS

For the purposes of this contract the definitions in terms of clause 1 of the General Conditions of Contract E.5 (M.W.) (November 1996) shall be amplified as follows: -

5.1 *Project Manager*: The person or juristic person appointed by Transnet from time to time as the Project Manager, to administer the contract.

5.2 *Technical Officer (TO)*: Any person appointed by the Project Manager to deputies for him in supervising and carrying out the contract.

5.3 Normal Working Hours (NWH): A continuous shift of 8 hours out of every 24 hours for 5 consecutive days out of every 7 days or for 10 consecutive days out of every 14 days. The Contractor will determine the starting times in consultation with the T.O. These times may vary to suit seasonal changes or train timetables.

5.4 Working time: The time between the actual start and end times of an occupation.

5.5 Overtime:

- Shifts worked in excess of Normal Working Hours (clause 5.3)

5.6 Normal Shift Working (not exceeding Normal Working Hours):

- Shifts (8.0 hours) worked on Saturdays up to Normal Working Hours (clause 5.4)
- Shifts (8.0 hours) worked on Sundays up to Normal Working Hours (clause 5.3)
- Shifts (8.0 hours) worked on Public Paid Holidays up to Normal Working Hour (clause 5.3)

5.6 Machinery: The machinery provided by the Contractor for executing the Work, complete with all fittings, accessories and ancillary equipment including trailers, caravans and spare parts, as may be required to comply with the Contract requirements.

5.7 Latest edition of specification/standards: All specifications referred to in the contract documents, but not bound therein, shall be the latest edition or revision, which was published up to 3 months prior to the closing date of tenders.

6.0 PRIORITY AND ORDER OF WORKS

6.1 Commencement and Duration of Contract

6.1.1 Starting date.

- The Contractor shall start work on 15 July 2015 or as soon as possible afterwards. The Contractor must state in his tender what the earliest possible commencement date will be.

6.1.2 Duration of contract

- The contract will commence and continue for a period of five months.

6.1.3 Schedule and program of work.

- The Contractor shall commence work according to a work schedule that will be provided by the T.O after award of the contract and no deviations from the program allowed unless authorized by the T.O.

6.2 Production rate

6.2.1 When replacing concrete or wooden sleepers the contractor shall be required to replace minimum of 50 sleepers per day on average and checked on a daily basis.

6.2.2 When upgrading 1:12 and 1:9 turnouts, the contractor shall be required to upgrade a minimum of 1 turnout complete per every 2 days on average and checked on a daily basis

6.3 Penalties

6.3.1 If the contractor fails to complete the work by the agreed date of completion, a penalty of R 1 000.00 per day will be paid for each day worked past the contract duration.

6.3.2 If the contractor fails to reach the daily targets as stipulated under Production rate without any substantial reasons (In house disputes within the Contractor and his/her employees are not considered reasons enough), a penalty of R 500.00 per day will be paid by the contractor.

6.4 Track under construction.

6.4.1 The operation shall furthermore be programmed to allow, the train to travel at 30km/h over the total length of track already worked on and not finally handed over.

7.0 DETAIL OF WORK REQUIRED

7.1 Order of Work

The order of operations is left to the Contractor with the provision that: -

7.1.1 Transnet Freight Rail will supply all fastenings and fishplate joint material that may be required.

7.1.2 Any Perway material off-loaded in the section before, or left in the section after any shift shall be adequately secured to prevent unauthorized persons tampering with the material. Any material lost whilst lying in the section, shall be replaced by the Contractor at his own cost. Both the T.O. and the Contractor's representative shall make an audit of this material after the end of every shift, and again before the commencement of the following shift.

7.2 Preparation of track for upgrading of turnouts.

7.2.1 The Contractor shall provide all resources and labour to do all preparations on the track on which work is required.

7.3 Upgrading of Turnouts

Upgrading of turnouts shall include the following activities.

7.3.1 Screening of turnout to the required depth below the sleeper, to a maximum depth of 400 mm from the bottom of the sleeper.

7.3.2 Replacing of all rail-to-rail and rail-to-sleeper fastenings

7.3.3 Lifting and tamping of the turnout. This must be tamped to a "B" standard

7.3.4 Repairing of track gauge to a "B" standard.

7.3.5 Correcting the horizontal alignment of the turnout.

7.3.6 Oiling and greasing of all rail-to-rail fastenings inclusive of fish plates.

7.3.7 The coal or soil must be removed completely from the rail web.

7.4 Sleeper replacement and associated works

7.4.1 The Contractor shall provide all resources and labour to do all preparations on the

track on which work is required.

7.4.2 On all sleeper types the Contractor shall box out ballast sufficiently to remove the sleeper. Ballast shall be boxed in again and the ballast profile reinstated to a proper profile as required by the T.O, after sleeper replacement is completed. The ballast must be tamped with a hand tamping machine or the equivalent to remove slack and reinstate the track to 'A' standard. No more than the length of track associated with two day's work shall be boxed out at any one time.

7.4.3 The Contractor shall inspect each section to be worked on and advise the T.O. timeously of any problems that could hinder the production and affect the work to be done,

7.4.4 The Contractor shall provide resources and perform all other preparatory work necessary to allow work to proceed in a safe and efficient manner.

7.4.5 The Contractor must re-tamp the track where sleepers were replaced after 3 days i.e. after consolidation, to re-align it. The track will only be given back to Transnet in 'A' standard.

7.5 Replacing of Fastenings

7.5.1 Preparation of track for rail-to-sleeper fastening replacement

7.5.2 The Contractor shall provide all resources and labour to do all preparations on the track on which work is required.

7.5.3 On Fist sleepers the Contractor shall box out ballast sufficiently to undo the Fist fastenings. On Pandrol sleepers penetrating fluid must be sprayed on the fastenings to allow easy removal of the springs that have rusted. This must be done at least two weeks in advance.

7.5.4 Ballast shall be boxed in again and the ballast profile reinstated as before, after all work is completed. No more than the length of track associated with two day's work shall be boxed out at any one time.

7.5.5 The Contractor shall inspect each section where fastenings will be replaced to do proper preparation work before commencing with the works.

- 7.5.6 The Contractor shall provide resources and perform all other preparatory work necessary to allow the replacement process to proceed in a safe and efficient manner.
- 7.5.7 No separate payment shall be made for this and the costs thereof shall be deemed to be included in the rates tendered.
- 7.5.8 No damage to the material while replacing fastenings is allowed. If it is in the view of the T.O. that the Contractor was negligent and did not take enough precaution to prevent damage to Transnet property, the material and replacing of such material will be at the Contractor's cost.

7.6 Screening of Mudholes

- 7.6.1 The Contractor shall box out ballast down to formation and hand screen it with ballast forks
- 7.6.2 Boxing in of screened and additional ballast to a trimmed standard
- 7.6.3 No ballast should be in contact with rails and should be leveled 25mm below the bottom of the rails
- 7.6.4 The condition of the track during and after works must be in a condition to allow safe passing of trains
- 7.6.5 All vegetation one meter from the toe of the ballast on both sides of the turnout or track must be removed
- 7.6.6 Tamping of ballast by hand using a hand tamping machine and track should be left within "A" standard as specified in the permanent way instruction manual.

7.7 Offloading and distribution of Ballast

- 7.7.1 On Fist type sleepers the Contractor shall box out the ballast sufficiently to be able to undo rail-to-sleeper fastenings.
- 7.7.2 On Pandrol type sleepers the Contractor shall remove excess ballast from sleepers or foot sufficiently to be able to undo rail-to-sleeper fastenings.
- 7.7.3 After working, all available ballast shall be boxed-in and regulated to the ballast profile as before.

8.0 Quality Control on Turnouts.

- 8.1 At all the turnouts the items to be repaired shall be indicated by the T.O or his deputy.
- 8.2 The condition of the track after completion of a days work will be so as to allow for the safe passage of trains until work for the following day will commence. No extra time will be allowed on a normal occupation. The Contractor will pay penalties, as described in TERMS APPLICABLE, for the track not being available after normal occupation has ended.
- 8.2.1 The track must be built to at least a "B" standard.

9.0 Safety

- 9.1 The Contractor shall comply with requirements of safety legislation and regulations in all respects.
- 9.2 Security for all of the Contractor's staff, vehicles, Machinery, equipment and materials shall remain the responsibility of the Contractor. Transnet Freight Rail in this regard shall entertain no claim whatsoever.
- 9.3 The Contractor shall prepare and submit to Transnet Freight Rail at the start of the Contract, a comprehensive safety plan which shall also cover the following headings:
- 9.3.1 Safety procedures for staff when working on double line sections.
- 9.3.2 Safe working procedure for all aspects of the operation, inclusive of all moving of Machinery.
- 9.4 The method of work shall be such that at all times it shall comply with Transnet Specification E7/1.
- 9.5 Normal protection measures in accordance with the Transnet Protection Manual shall apply.
- 9.6 All protection arrangements shall at all times remain under the supervision and responsibility of a Transnet Freight Rail track master or track inspector.
- 9.7 The Contractor shall supply his own flagmen for the protection process. Transnet Freight Rail shall train a maximum of 8 (minimum of six) flagmen at no cost to the Contractor, and the Contractor must indicate the number of flagmen to be trained in his tender. All additional

training of flagmen shall be for the Contractor's own account.

- 9.8 The Contractor shall appoint a person at every work site whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.
- 9.9 The Contractor shall not allow any persons on the work site to venture within the structure gauge of any adjacent line when this warning procedure is not operating effectively.
- 9.10 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.
- 9.11 No separate payment shall be made for this and the costs hereof will be deemed to be included in the rates tendered.

10.0 TRAINING

10.1 General.

- 10.1.1 The Contractor shall ensure that all staff working on or with the contract are adequately trained so as to comply with any relevant safety and quality requirements.

10.2 Training of Flagmen

- 10.2.1 *Flagmen* used, may be employees of the Contractor.

- 10.2.2 Where flagmen are required to be provided by the contractor, the appropriate training for the flagmen can be provided by Transnet at the start of the contract. The training will be one week long including the certification but the Contractor must make arrangements one week before the training is to be done. There will be no payments done to the Contractor until the flagmen are certified as they will be no work done until the flagmen start working.

- 10.2.3 The pre-requisites for such persons to qualify for training shall be basic literacy skills and Basic English language ability.

- 10.2.4 *Flagmen* must be officially trained, evaluated and certified competent, (Spoornet 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for two (2) years only after, which re-testing and re-certification of competency will be required.
- 10.2.5 In cases where a person was not performing flagmen duties for a period of 6 months or longer, he must be re-tested and again be re-certified competent, before he may be re-used for Protection Duties. This training will take a minimum of two days and arrangements need to be done one week prior the re-testing
- 10.2.6 The Transnet Freight Rail Depot Engineer remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his own personnel as well as contractor's personnel within the track maintenance environment on his depot
- 10.2.7 The Project Manager is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties

11.0 Financial

- 11.1 Proportional rate payment.
- 11.1.1 If the Contractor does not meet the minimum production rate (clause 6.1), Transnet reserves the right to either reduce payments on a proportional rate basis on all production related rates in accordance with the actual production rate or to cancel the contract with immediate effect.
- 11.2 Value Added Tax.
- 11.2.1 The tendered rates in the schedule of quantities and prices must exclude VAT. VAT will be calculated and added to the total of the monthly payment.
- 11.3 Security Deposits and Retention Money.

- 11.3.1 No Security deposits required. A 10% retention money will be recovered on each and every certificate throughout the duration of the contract. These moneys will be released with the certificate of completion.

N.B: Only when the completion certificate has been handed over to Transnet Freight Rail

11.4 Site Establishment.

- 11.4.1 Only one (1) payment shall be made for the establishment of site. Any re-establishment within the depot area will not be paid for. No other payments will be made for Preliminary, General and Site Establishment.

11.5 Schedule of Quantities and Prices.

- 11.5.1 The quantities in the Schedule of Quantities and Prices are estimated and may be more or less than stated.

12.0 Camp and office, site conditions and requirements

12.1 Access to Work site, office, workshops and camps

- 12.1.1 The Contractor may make use of existing roads to gain access to site.
- 12.1.2 Transnet Freight Rail will however not be responsible for ensuring all weather passage to the Contractor.
- 12.1.3 Transnet Freight Rail will entertain no claims from the Contractor for production delays work done or expenditure incurred in gaining access to the work sites, offices, workshops or campsites.

12.2 Site Books

The Contractor shall record all site activities on a triplicate book, which has the company name and logo and shall indicate all the site activities for each day. In addition to clause 13.3 of the E.5 (M.W.) (November 1996) the Contractor shall record in the site diary: -

- 12.2.1 Planned Occupation times and Actual Working times - including all time lost attributable to Transnet Freight Rail
- 12.2.2 Details of performance and operational availability of the Machinery.
- 12.2.3 An accurate record of all material truck numbers (received and dispatched), material received, issued, installed in track, and released from track or material returned to Transnet Freight Rail shall be kept. These records shall be kept in such a way that a clear audit trail is created of all material movements onto site, on site and removal from site.
- 12.2.4 Details of plant, machinery and labour on site shall be recorded signed by the Contractor's representative and countersigned by the Transnet Freight Rail representative on a daily basis. Insofar as machinery is concerned this shall include model, type, number. Insofar as labour is concerned it shall include grade and number.
- 12.2.5 A Site Instruction book (Triplicate book) must be available on site at all times for the use of the T.O. and the Contractor
- 12.3 Site Meetings
- 12.3.1 The Contractor shall attend meetings at dates and times convened by the T.O. (Normally once a week). Such meetings shall be for the purpose of discussing actual progress versus initial programme, delays, materials, conditions and specifications, etc. The meeting will be held under the chairmanship of the T.O. and the proceedings will be recorded on the site instruction book.

12.4 Danger of Contact with Electrical Conductors

- 12.4.1 The majority of the work will take place under or adjacent to electrified lines. Campsites, offices and workshops facilities within the railway reserve will generally be in close proximity of live electrical equipment.
- 12.4.2 The Contractor's attention is therefore drawn to the instructions laid down in the specification for Works on, over, under or adjacent to Railway lines and near high voltage equipment - E7/1 (July 1998).
- 12.4.3 The Contractor shall, before commencing with any work, ascertain from the appointed Electrical Officer (Contracts) for the particular work area whether overhead or other electrical equipment are affected by the works and he shall ensure that all precautionary measures laid down in the E7/1 (July 1998), and by the Electrical Officer (Contracts) are strictly observed.

12.5 Services

- 12.5.1 The Contractor shall inspect each worksite in advance of the day of the occupation for the presence of services that might interfere with the operation. In the event of the Contractor encountering any services that could affect the works, he shall notify the T.O. immediately and make arrangements for the removal thereof as specified in clause 5 of the E 5 (M.W.) (November 1996).

13.0 Occupations

- 13.1 The T.O. will realistically arrange in between trains occupations. These will guarantee a minimum 5 hours of time available on track.
- 13.2 The Contractor shall however allow that: -
- 13.2.1 Before the end of any shift the commencement time (± 1 hour) and duration of the following occupation will be advised in writing.

13.2.2 Any adjacent track will run normal train services at normal section speed. The Contractor will be required to apply his Safety Procedure in order to safeguard his employees against the danger of normal rail traffic passing close by on the adjacent line.

14.0 To be supplied by the Contractor

14.1 Except where otherwise specified, the Contractor shall at his own cost provide all labour, transport, consumable stores, (including fuel) plant, span pullers, fist fastening tools, other tools and equipment, services, materials and ingredients of every description required for the carrying out and completion of his contractual obligations and to the satisfaction of the T.O.

This shall specifically include:

14.2 Safety Procedures.

14.2.1 Complete Safety procedures as per clause 4.7.

14.3 Flagmen.

14.3.1 A minimum of three flagmen for the protection of the work site.

14.4 Machine and Labour schedules

14.4.1 The Contractor in his tender shall supply accurate and comprehensive details of all staff and Machinery, which will be available on site for the welding and upgrading of turnouts operation

14.4.2 **Personnel**

- Track Master **x1**
- Flagman **x4**
- She rep **x1**
- General workers **x40**

14.4.3 **Tools**

- Flag (Red, White and Yellow black) **x2**
- Red banner **x2**
- Lever Pandrol **x4**

- Fist clip lever (left and right) **x4**
- Fist Aider Kit **x1**
- Fork ballast **x30**
- Hammer striking 7kg **x2**
- Gwala **x 4**
- Ponjar **6**
- Wheel barrow **x 4**
- Detonators **x 200**
- Geismer gauge **x 1**
- Beater **x 4**
- Round noise shovel **x 8**
- Hydraulic Jack **x 2**
- Sleeper tongs **x 4**

15.0 To be supplied by Transnet Freight Rail

- 15.1 Transnet Freight Rail will supply all permanent way materials i.e. sleepers and fastenings for the execution of the works. It will be available at Sentrarand and Delmas materials store.
- 15.2 Transnet will have an Electrical officer available for any electrical related issues.

15.2 Care of material Supplied by Transnet Freight Rail

- 15.2.1 Additional to Clause 11.6 of the E.5 (M.W.) (November 1996), should lost material be replaced by Transnet Freight Rail, the value of the material plus the cost of transport, including raiilage at the normal tariffs applicable to the public will be deducted from any moneys payable to the Contractor.

16.0 Rain and adverse weather conditions

- 16.1 The Contractor shall allow in his tender that weather conditions may adversely affect his rate of progress and plan his progress as well as plant and labour capacity accordingly.
- 16.2 The risk for loss in production due to normal weather prevailing for the area shall be on the Contractor. In the event of abnormal weather conditions prevailing, the onus for proof shall be on the Contractor and Transnet Freight Rail shall consider a claim upon written proof submitted by the Contractor.

17.0 Supporting documents

- 17.1 The following specifications and documents shall, inter-alia, form part of this Specification:

- 17.1.1 General Conditions of Contract E5 (MW) (November 1996)
- 17.1.2 Spoornet's Manual for Track Maintenance (2000)
- 17.1.3 Specification for Railway Track work E10 (1996)
- 17.1.4 Spoornet's Safety Guidelines for Infrastructure (April 2000)
- 17.1.5 Specification for works on, over, under or adjacent to railway lines and near high voltage equipment E7/1(July 1998)
- 17.1.6 Act 85 of 1993

18.0 Precedence of contract documents

18.1 In the event of any discrepancy or inconsistency between contract documents, the order of precedence shall be.

- 18.1.1 Contractor's letter accompanying his tender and subsequent correspondence.
- 18.1.2 Project specification together with particular drawings.
- 18.1.3 E.5 (M.W.) (November 1996) General Conditions of Contract for Maintenance of Assets.
- 18.1.4 Standard of type drawings.

Standard specifications, i.e., E7/1 (July 1998), E4E (April 1997) and E10 Specification for Trackwork, Manual for Track Maintenance (2000) referred to as MTM (2000), Spoornet Specification for Welding (SSS), Spoornet Safety Guidelines for Infrastructure.

19.0 Measurement and payment

19.1 ITEM 1: A Site Establishment will be paid only once the contractor establishes his operation in a new yard.

- 19.1.1 Site Establishment shall not be paid for unless pre-approved by the T.O.
- 19.1.2 This Site Establishment payment shall be independent of whether the Contractor

uses the free on-rail facility or moved his operation by road.

19.1.3 No separate payment shall be made if the Contractor chooses to move his operation by road instead of by rail.

19.1.4 This payment shall be an all-inclusive payment for all costs incurred by the Contractor associated with the establishment of his operation in the depot area.

19.2 ITEM 2: Payment shall be made for upgrading of turnouts. This will be done according to the size of the turnout.

19.2.1 ITEM 2.1: Payment shall be made for upgrading of 1:9 turnouts

19.2.2 ITEM 2.2: Payment shall be made for upgrading of 1:12 turnouts

19.2.2 The payment for the upgrading of a turnout will be deemed to include all the items listed under the description of turnout upgrading.

19.2.3 Lifting and tamping of the turnout after consolidation to achieve the required standard will be deemed to be included in the rate tendered.

19.3 ITEM 3: Payment for the replacement of open track and turnout sleepers.

19.3.1 ITEM 3.2: Payment shall be made for the replacement of broken/damaged Fist (F2/F3/F4/FY) and Pandrol (P1/P2/PY) sleepers on the open track.

19.3.2 ITEM 3.5: Payment shall be made for the replacement of timber sleepers on the open track in the yards.

19.3.3 Payment will include the replacing of fastenings, cleaning of the rail seat and oiling of chairs and all associated work.

19.3.4 Sleepers transported within a 50 metre radius within the work site will be deemed to be included in the rate tendered.

19.3.5 Stacking up of the removed sleepers shall be deemed to be included in the rate.

19.4 ITEM 4: Payment shall be made against this item for the replacement of Fist fastenings

19.4.1 The boxing in and out of ballast before and after the replacement of fastenings will be deemed to be included in the rates tendered.

- 19.4.2 The payment shall include the cleaning of the rail seat before placement of the new pads. It shall also include for the off-loading and distribution of new fastenings as well as putting old springs into bundles and placing old pads into bags before delivering to the nearest yard.

19.5 ITEM 5: Payment shall be made against this item for the replacement of all Pandrol fastenings.

- 19.5.1 The boxing in and out of ballast before and after the replacement of fastenings will be deemed to be included in the rates tendered.
- 19.5.2 The payment shall include the cleaning of the rail seat before placement of the new pads. It shall also include for the off-loading and distribution of new fastenings as well as putting old springs into bundles and placing old pads into bags before delivering to the nearest yard.

19.6 ITEM 6: Payment for the screening of open track including mudholes sections shall be paid for under this item.

- 19.6.1 Screening of track will be independent from the replacement of sleepers.
- 19.6.2 Screening of work will be paid differently depending on the depth below sleeper screened by the contractor. The depths are measured from the bottom of the sleeper.
- 19.6.3 Screening is required to be a minimum of two metres either side of the centre line of the track.

19.7 ITEM 7: Payment shall be made for the boxing out of ballast and boxing in of excess ballast on Fist and Pandrol sleepers, paid for per sleeper boxed out and in again.

- 19.7.1 Payment shall also be made against the relevant rate under ITEM 7.1 for boxing in of ballast and trimming the ballast profile as per Contract Specification on sections where excess ballast is available.

19.7.2 This rate shall apply where excess ballast was already available before the start of the work under the Contract.

19.7.3 ITEM 7.2: Offloading of ballast wagons

19.7.4 Payment shall be made for the offloading of ballast wagons and boxing in the ballast offloaded from wagons afterwards.

19.7.5 No payment for this work shall be made unless prior approval has been given by the T.O.

19.8 ITEM 8: Payment for excavating of channel drains will be made against this Item.

19.8.1 The minimum depth and width of channel drains shall be 350 mm and 500 mm respectively before payment is considered.

19.9 ITEM 9: All painting work will be paid for against this item

19.9.1 ITEM 9.1: The painting of all tumblers will be paid against this item.

19.9.2 ITEM 9.2: The painting of all clearance markers will be paid against this item

19.10 ITEM 10: Payment shall be made separate for material transported under ITEM 10.1 and 10.2 of Schedule of Quantities.

19.10.1 Transporting of material by trolley on the track to a work site shall be paid against ITEM 10.1. Each trip shall be

19.10.2 Transporting of new sleepers, fastenings and all other material to the work site, by a 7 ton truck will be paid against ITEM 10.2.

19.11 ITEM 11 Payment per operation-hour for standing time will be made if Transnet Freight Rail is not able to provide the guaranteed amount of occupation time.

19.12 ITEM 12: Overtime shall only be worked in exceptional cases.

19.12.1 Overtime shall not be paid unless the T.O. prior to the Overtime being worked has given written approval after consultation with the Project Manager.

19.12.2 The rates for Overtime shall be inclusive for the yard maintenance operation as a whole.

19.13 ITEM 13: Normal Shift Allowance (not exceeding Normal Working Hours) will be paid for one shift of 8.0 hours worked in accordance with Normal Shift Working. See clause 5.6.

19.13.1 The rates for Normal Shift Working (not exceeding Normal Working Hours) shall be inclusive for the yard maintenance operation as a whole

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Section 2

ENGINEERING

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2.5	Alternative Equipment and Drawings.....	
2.6	Design procedures.....	

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Section 2

ENGINEERING

2.1 Design services and activity matrix

The space planning layout has been completed and drawings attached as referred to below. However the tenderer is to take note that the detail design development will only take place after award of the tender as indicated in the indicative project programme (Refer to attached indicative programme in Section 3.1).

2.2 Employer's design

Not Applicable

2.2 Design brief

Not Applicable

2.4 Drawings

Not Applicable

2.5 Alternative Equipment and Drawings

Not Applicable

2.6 Design procedures

Not Applicable

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Section 3

PROCUREMENT

INDEX

Item	Description
3.1	Subcontracting

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Section 3

PROCUREMENT

3.1 Subcontracting

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

3.2 COMPLETION, TESTING, COMMISSIONING AND CORRECTIONS OF DEFECTS

All work to be done by the completion date as stated in the contract data

3.2.1 RETENTION AND MAINTENANCE PERIOD

With reference to the General Conditions of the Contract, the Employer will retain the full ten percent of the value of the work completed as reflected by the monthly progress measurements, until the completion of the contract and the full maintenance period of six months.

3.2.2 GUARENTEE

The Contractor shall provide guarantee (bond) in the amount of ten percent of the contract value for the due and faithful performance by him of all his duties and obligations resting upon him in term of the contract. Such guarantee shall be in the form of above guarantee must be obtained within two weeks from award of the contract. Site access will only granted after guarantee is logged with TFR

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SECTION 4

GENERAL CONSTRUCTION ASPECTS

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4.2	Construction Equipment		
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4.8	Water for construction purposes		

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SECTION 4

GENERAL CONSTRUCTION ASPECTS

4.1 COOPERATION WITH OTHER PARTIES AND SAFETY

The contractor and his sub-contractors will be required to arrange with Transnet freight Rail depot management (Depot Management) and attend necessary induction courses. Refer to attached Health and Safety documents. The Contractor must allow for daily activities of the operational staff in and around the Site. The Contractor shall prepare a list of client representatives on:

- All services
- All operations
- All other relevant parties;

And have this list updated and displayed in- and out site the site office. He shall further use this list as first point of reference in any incident.

Should the Contractor not receive immediate co-operation, he shall notify the Project Manager immediately, failing which he may be held responsible for any delays resulting there from.

The Contractor shall make reasonable allowance in all tendered rates for the necessity of interfacing with the activities of the staff, and allow for access at all times for use by other parties unless otherwise agreed by the Project Manager. The contractor must cordon off the area where the construction is to be undertaken, to prevent injuries to visitors and staff, and to reasonably control vehicular and pedestrian traffic.

4.2 ACCESS TO THE SITE

Access to the site shall be determined with the successful contractor. Arrangements must be made with the Depot management for material and equipment arrivals and departure. The successful Contractor is to be adhere to all Rules and Regulations of the Depot Management.

4.3 HOURS OF WORK

Normal working hours will be 7:00 to 16:30 Mondays to Fridays. Tenderers must however estimate their own cost with respect to working outside normal working hours. The cost thereof will be considered to be included in the tendered rates.

4.4 CARE OF EXISTING FACILITIES

The Contractor shall take care not to damage existing facilities and services. The Project Manager may instruct the Contractor to clean or reinstate any facilities damaged or contaminated by the Contractor, to its original condition, without additional payment. The contractor must remove all un-used material and rubble on completion of the works.

4.5 TEMPORARY WORKS, SITE SERVICES AND CONSTRUCTION CONSTRAINTS

4.5.1 FACILITIES FOR SUPERVISOR

No additional facilities for the Consultants are required. The Consultants and their representative will make use of a portion of the site office.

4.5.2 SITE OFFICES FOR CONTRACTOR

The Contractor shall provide the items as below, in a site office provided him and the position thereof must be approved by depot Management. Clean table and two chairs, document storage (Drop in filing cabinet and plan hanger), email and internet facilities and Site Dairy: Performa to be approved by the Project Manager. Personal protection equipment (hart hats, safety vests, safety shoes), emergency and Safety Equipment (Fire extinguisher First Aid Kit)

4.5.3 TOILETS

The Contractor must use his own portable toilets

4.5.4 WATER SUPPLY

A supply of water is available on site at Pretoria West Station. The Contractor must however make his own arrangements, for connection to existing services maintaining and removal of connection/s on completion of the contract

4.5.5 ELECTRICAL SUPPLY

Power is available on site at Millsite Depot. The Contractor must however make his own arrangements, for connection to existing services maintaining and removal of connection/s on completion of the contract

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SECTION 4

GENERAL CONSTRUCTION ASPECTS

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MEMORANDUM

TO : Mr. Viwe Mshuqwana, Technical manager
FROM : D. Deysel, Technical supervisor
DATE : 24 August 2015
SUBJECT : **REQUEST TO SUPPORT THE PAYMENT FOR
EXSTRA WORK UNDERTAKEN AT SEWER PUMPS KASERENE**

PURPOSE:

1. To request the support of managers and SCS for the approval of payments for extra work undertaken at Kaserne by Tiro Civils and Buildings Contractors at a total cost of **R211,921.00**

BACKGROUND

2. Asset No 06EB014 is a Transnet Sewer Pump house. The purpose of the pump house is to pump sewer from Kaserne to the municipality.
3. The pumps stop working.
4. During investigation, it was found that the sewer pumps is old and damage beyond repairs.
5. Tiro Civils and Buildings Contractors were appointed by SCS to replace the old pumps with new pumps.
6. The inline grinder was first to be a 50mm grinder and after all the sewer was removed and cleaned it is upgraded to a 110mm grinder.

RECOMMENDATION

7. It is recommended that the manager supports the approval of payments for the extra work and for the bigger inline grinder that is installed at Kaserne Sewer Pump Station by Tiro Civils and Buildings Contractors at a total cost of **R211,921.00**

Recommended by: D.Deysel (TECHNICAL SUPERVISOR)

SIGNATURE:

DATE: 24/08/2015

RETROACTIVE AUTHORISATION

AUTHORISED BY: VIWE MSHUQWANA (TECHNICAL MANAGER)

SIGNATURE

DATE: 24/08/2015

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Section 5

MANAGEMENT OF THE WORKS

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5.16	RECORDING OF WEATHER.....
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Section 5

MANAGEMENT OF THE WORKS

5.1 CEILINGS

DETAIL: ASBESTOS REMOVAL.

Asbestos shall be removed in compliance with safety regulations. With reference to the Occupational Health and safety Act 85 of 1993, Asbestos regulations, and the following:

Section 3 – Notification to Asbestos work:

No employer or self – employed person shall carry out any asbestos work unless he or she notified the Provincial Director (Department of labour) in writing. Thereof prior to commencement of such work

Section 4 – Exposure to Asbestos:

Subjected to regulation 17(1), no employer or self-employed person shall require or permit any person to work in an environment in which he or she would be exposed to asbestos in excess of the prescribed occupational exposure limit (OEL)

Section 5 – Information and Training:

An employer shall, before any employee is exposed to asbestos dust, ensure that the employee is adequately and comprehensively informed and trained.

Section 7 – Assessment of potential exposure:

An employer or self – employed person shall cause- His or her undertaking to be assessed within six months after commencement of these regulations, and thereafter at intervals not exceeding two years, to determine if any person may be exposed to asbestos.

Please refer to section 7(3) for requirements of the assessment.

Section 9 – Medical surveillance:

An employer shall ensure that an employee is under the medical surveillance of an Occupational Medical Practitioner if-

An employee is exposed to likely to be exposed to asbestos dust exceeding the occupational exposure limit (OEL of 0, 2) for asbestos.

Section 12- Cleanliness of premises and plant:

Every employer or self – employee shall take steps to ensure that- Workplaces are maintained in a clean and free of asbestos waste and cleaning is carried out by vacuum - cleaning.

The relevant surfaces must be damped with water before cleaning is undertaken.

Section 17 – Personal protection equipment and facilities:

An employer or self – employed person shall provide - All persons exposed to asbestos at workplace with suitable protective clothing and

With suitable respiratory protective equipment (FF2 or FFP2S for asbestos containing dust)

The relevant equipment is correctly and properly used:

Information, instruction, training and supervision that is necessary with regard to the use of the equipment.

Provide separate containers or storage facilities for personal protective equipment

(PPE) and when not used, is stored only in the place provided.

NB: Section 20 and 21 – Disposal of asbestos and demolition:

A person who is a registered asbestos contractor must carry out work:

A plan of work is submitted for approval at least 30 days prior to the commencement of the work,

To an Approved Asbestos inspection Authority (AIA).

The plan to be approved and signed by AIA to commencement of such demolition work.

A copy of the approved plan to be submitted to the Provincial Director (Dept of labour) at least 14 days prior to commencement of such demolition work.

* Any person who contravenes or fails to comply with any Regulations shall be guilty of an offence.

Copies of all **disposal certificates** to be submitted to the contract manager. (No disposal certificate – no payment)

A **safety file** with all relevant documentation as well as **site diary** and **site instruction book** to be at all times on site.

5.2 Particular/generic specification

5.2.1 Refer to Section 7

5.3 SITE RECORDS:

5.3.1 Site Diary

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

5.4 SITE INSTRUCTION BOOK:

5.4.1 The Contractor shall supply and have available ON SITE at all times three A4 size triplicate carbon copy books.

5.4.2 In one book, site instructions will be recorded. Only the Project Manager and the Supervisor or their delegated representative will have the authority to issue site instructions to the Contractor. Any instruction that might result in a change in scope or has cost implications, shall only be carried out once a Compensation Event has been approved by Transnet Freight Rail, otherwise the client may refuse to pay for such work.

- 5.4.3 The second book will be used as the Risk Register required by the Contract for Engineering and Construction Work, NEC3.
- 5.4.4 The third book will be a site diary. Site diaries shall be forwarded to the Transnet Freight Rail Supervisor during monthly progress meetings. Site activities and information (including weather conditions) shall be entered in a site diary on a daily basis. Amongst others the safety talks shall be entered, and all visitors on site shall sign the Site Diary. Working hours are to be aligned with the Depot working hours, any work to be done outside normal Depot working hours to be discussed with the relevant Depot.
- 5.4.5 The original sheet of each set of three pages will be removed from the books and retained by the Project Manager. The Contractor may remove the second sheet but the third sheet shall be retained on the site until completion of the Works when it shall be handed to the Project Manager.
- 5.4.6 All important communication shall be in writing.

5.5 PROGRAMME & PLANNING OF THE WORK

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

5.6 WATER SUPPLY:

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

5.7 ELECTRICITY SUPPLY:

- 5.7.1 If existing electricity supply is available, the Contractor will be allowed to use it for construction purposes only. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical

Installation Regulations of the Health and Safety Act, (Act 85 of 1993) and SABS 0142.

5.8 ACCESS TO SITE:

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

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

5.8.5.1 Not Applicable

5.9 MATERIALS FOUND ON SITE:

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

5.10 CLEARING OF SITE:

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

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

5.11 WORKING OUTSIDE NORMAL WORKING HOURS:

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

5.12 ENVIRONMENT

5.12.1 Refer to section 6

5.13 ACCOMMODATION OF TRAFFIC ON PUBLIC ROADS OCCUPIED BY THE CONTRACTOR

5.13.1 Not Applicable

5.14 OTHER CONTRACTORS ON SITE

Not Applicable

5.15 TESTING, COMPLETION, COMMISSIONING AND CORRECTION OF DEFECTS

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

5.16 RECORDING OF WEATHER

5.16.1 The requirements are covered in the contract data.

5.17 KEY PERSONNEL

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

5.18 MANAGEMENT MEETING

- 5.18.1 Risk reduction meetings: These meetings can form part of the regular site meetings or be held as separate meetings. At these meetings the following issues will be discussed:
- (i) Compensation events
 - (ii) Early warnings
 - (iii) Contractual claims
 - (iv) Risk register
- 5.18.2 The Contractor shall attend site meetings when convened by the Transnet Freight Rail Supervisor (normally once a month). Such meetings will be for the purpose of discussing progress, delays, materials, conditions and the co-ordination of site activities. The meetings will be chaired by the Project Manager or his deputy and the proceedings shall be minuted and circulated by the Transnet Freight Rail Supervisor.
- 5.18.3 The Contractor shall attend ad hoc site meetings when convened by the Transnet Freight Rail Supervisor. Such meetings will be for the purpose of discussing specific issues or problems relating to specifications and adherence thereto, quality and contractual matters.
- 5.18.4 Contractor's representatives at these meetings shall have the necessary delegated authority in respect of aspects such as planning, change management, health and safety.

5.19 PAYMENT

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

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

5.20 INSURANCE PROVIDED BY THE EMPLOYER

- 5.20.1 Details of these are covered in the Contract Data.

5.21 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

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

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Part C3

Section 6

ENVIRONMENTAL REQUIREMENTS

Item	Description	INDEX
6.1	Works specification	

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PART C3

Section 6

ENVIRONMENTAL REQUIREMENTS

6.1 Works specification

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

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

6.2 Environment

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

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

6.3 ADDITIONAL DOCUMENTS AND NUMBERS TO BE SUPPLIED

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

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



PART C3
SECTION 7

PARTICULAR SPECIFICATIONS

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BILL OF QUANTITIES

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SCHEDULE OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
1.00	Site establishment	Sum			
2.00	Upgrading of turnouts				
2.1	Upgrading of 1:9 turnout	Each	100		
2.2	Upgrading of 1:12 turnout	Each	80		
3.00	Replacing of sleepers				
3.1	Replacement of concrete sleepers	Each	500		
3.2	Replacement of timber sleepers with concrete sleepers	Each	300		
4.00	Fist Fastenings(F4/FY)				
4.1	replace spring	Each	1000		
4.2	Replace pin	Each	1000		
4.3	Replace pad	Each	1000		
5.00	Pandrol fastenings(P2/PY)				
5.1	Replace spring	Each	2000		
5.2	replace insulator (T piece)	Each	2000		
5.3	Replace pad	Each	2000		
6.00	Screening of open track (Mudhole incl.)				

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6.1	Depth<300mm	Metre	4 000	
6.2	Depth between 300mm and 400mm	Metre	2 000	
7.00	Ballast work			
7.1	Transportation of ballast by trolley	Metre	1500	
8.00	Channel drains	Metre	2000	
9.00	Paint work			
9.1	Painting of tumblers	Each	100	
9.2	Painting of clearance markers	Each	100	
10.00	Transportation of material			
10.1	Load, transport and offload material	Kilometre	Rate Only	
11.00	Standing time	Hr	Rate Only	
12.00	Overtime			
12.1	Overtime Weekdays -Normal Overtime	Operation Hour	Rate Only	
12.2	Overtime Saturdays -Saturday time	Operation Hour	Rate Only	
12.3	Overtime Sunday and Public Holidays -Sunday time	Hr	Rate Only	
13.00	Normal Shift Allowance (Not exceeding NWH)			
13.1	Normal Shift Allowance -Saturdays	Operation shift	Rate Only	
13.2	Normal shift Allowance -Sundays and Public Holidays	Operation shift	Rate Only	
Note: The quantities given are estimated and are included for the sole purpose of evaluating the tender amount. These quantities may be altered, if necessary, at the sole discretion of the Project Manager.				
TOTAL FOR SCHEDULE OF QUANTITIES				
ADD 14% VAT				
TOTAL FOR TENDER				

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PART C3

SECTION 7

PARTICULAR SPECIFICATIONS

PROJECT SPECIFICATIONS

NOTE:

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

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

1. GENERAL

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

1.2 Standard Specification

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

1.3 SABS Specifications (To be obtained by the contenders)

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

2. STARTING/COMPLETION DATES FOR PROJECT

Starting and completion dates will be communicated on award of project.

3. GENERAL INFORMATION

3.1 PARKING

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

3.2 SUPERVISION

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

3.3 WORK QUALITY ASSURANCE AND CONTROL

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

3.4 CLOSE-DOWN PROCEDURES

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

3.5 OPEN FIRES

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

3.6 DAMAGE TO TRANSNET FREIGHT RAIL PROPERTY

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

3.7 GENERAL

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

PART C3

SECTION 8

GENERAL SPECIFICATIONS

8. GENERAL SPECIFICATIONS

8.1 General specifications

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

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TRANSNET



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

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

1. General

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

2. Definitions

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

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

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or

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

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

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

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

4. Special Permits

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

5. Health and Safety Programme

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

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

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

6. Fall Protection Plan

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

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client:

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

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

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

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

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

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

8. Nature of the construction work:

9. Expected commencement date: _____
10. Expected completion date: _____

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

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

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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

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

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ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____ I

representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____

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

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

Date : _____

Signature :- _____

Designation :- _____

ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature :-

Date :

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ANNEXURE 4

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

SITE ACCESS CERTIFICATE

Access to : _____ (Area)

Name of Contractor/Builder :- _____

Contract/Order No.: _____

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

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

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

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

Signed : _____
PROJECT MANAGER

Date : _____

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder :- _____ I,

do hereby acknowledge and accept the duties and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993.

Name : _____

Designation : _____

Signature : _____

Date : _____

Part C4: Site Information

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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".

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TRANSNET



Part C4

Site Information

4 Site Information

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

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Aon South Africa (Pty) Ltd
 Risk Consultants and Insurance Brokers
 Actuarial, Healthcare & Retirement Funding Consultants
 PO Box 1874, Parklands, 2121, Gauteng
 The Place, 1 Sandton Drive, Sandhurst, Sandton, 2196
 Johannesburg, South Africa
 Telephone: +27 11 944 7000
 Fax: +27 11 944 8000

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:-

The Insured	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;
The Insured's VAT No.	4720103177
The Insured's Company Registration No.	1990/00190030
Postal Address (Head Office)	P O Box 72501, Parkview, 2122
The Premises	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.
Territorial Limits	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.
Period of Insurance	01st April 2014 to 31st March 2015 (both dates inclusive); and any subsequent period for which the Insured shall pay and the Insurers shall agree to accept Renewal premium

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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:

- a) 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;
- b) 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;
- c) 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

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.

(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

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 9056 | m +27 83 452 8281
 Blackberry Pin: 2116F108
 george_davis@aon.co.za | www.aon.co.za

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Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

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PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

- 1.1 Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
 - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
 - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
 - d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
 - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
 - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
 - g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices which are not available to the public at those prices.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.
- 3.8 The Bidder / Supplier shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4 INDEPENDENT BIDDING

- 4.1 For the purposes of that Certificate in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- has been requested to submit a Bid in response to this Bid invitation;
 - could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted 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.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
 - geographical area where Goods or Services will be rendered [market allocation];
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a Bid;
 - the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - bidding with the intention of not winning the Bid.
- 4.4 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 Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders 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.

- 4.7 Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his 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;
 - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith, honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.6 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 6.7 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder / Supplier; and
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet in future.

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

10 MONITORING

- 10.1 Transnet will be responsible for appointing an independent Monitor to:
- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for less than R100,000.000 (one hundred million Rand) in value;
 - b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for greater than R100,000.000 (one hundred million Rand) in value; and
 - c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier, irrespective of value.
- 10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Supplier Code of Conduct.

11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Transnet. The Bidder / Supplier / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

12 DISPUTE RESOLUTION

12.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a supplier makes a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

13 GENERAL

- 13.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 13.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 13.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 13.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 13.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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NON DISCLOSURE AGREEMENT - SERVICES

[March 2015]

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THIS AGREEMENT is made between

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

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

and

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - a) is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - b) was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - c) following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than

the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

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

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

2. CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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GENERAL BID CONDITIONS - SERVICES

[March 2015]

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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 **Business 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 Bid.
- 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 a site visit where it is considered necessary to view the site prior to the preparation of Bids, or where 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 Chairperson or 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, may be disqualified.

11 POST TENDER NEGOTIATIONS

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

12 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.

13 DEFAULTS BY RESPONDENTS

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

- 13.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 13.2 accept an order in terms of the Bid;
- 13.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 13.4 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.

14 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.

15 PRICES SUBJECT TO CONFIRMATION

- 15.1 Prices which are quoted subject to confirmation will not be considered.
- 15.2 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.

16 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.

17 EXCHANGE AND REMITTANCE

- 17.1 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.

- 17.2 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.
- 17.3 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.
- 17.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 17.5 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.
- 17.6 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**].

18 ACCEPTANCE OF BID

- 18.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 18.2 Transnet reserves the right to accept any Bid in whole or in part.
- 18.3 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.
- 18.4 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.

19 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.

20 TERMS AND CONDITIONS OF CONTRACT

- 20.1 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.
- 20.2 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.

21 CONTRACT DOCUMENTS

- 21.1 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.
- 21.2 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.
- 21.3 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 Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

22 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.

23 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.

24 CONTRACTUAL SECURITIES

- 24.1 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.
- 24.2 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.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 The successful Respondent shall be required to submit to Transnet or Transnet’s designated official the specified security document(s) within 30 [thirty] calendar 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.
- 24.5 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 24 will be for the account of the Service Provider.

25 DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

26 VALUE-ADDED TAX

26.1 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.

26.2 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.

27 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

27.1 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 27.1a) above. Failure to comply with clause 27.1a) 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 24 above [*Contractual Securities*].

27.2 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.

28 DELIVERY REQUIREMENTS

28.1 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.

28.2 Progress Reports

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

28.3 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.

29 SPECIFICATIONS AND COPYRIGHT

29.1 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.

29.2 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.

30 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

30.1 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.

30.2 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.

30.3 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.

30.4 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.
- 30.5 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.

31 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.

32 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 32.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by reference. Below follows a condensed summary of this blacklisting procedure.
- 32.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.
- 32.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 32.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 32.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

- b) has, after being notified of the acceptance of his 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;
- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Service or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

32.6 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
- b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
- c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
- d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.

32.7 Where any person or Enterprise 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 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

- 32.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 32.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 32.10 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.

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"PREVIEW COPY ONLY"

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFQ No SIM15046CIDB

- **PROPOSAL REQUEST**

Responses to this RFQ [hereinafter referred to as a Bid or a Proposal] are requested from persons, companies, close corporations or enterprises for the SCREENING OF MUDHOLES & TURNOUTS

Tenderers should have a CIDB contractor grading designation of **3CE/2CEPE** 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

Documents will be issued freely, without charge.

RFQ documents will only be available for collection between 08:00 and 15:00 from **20 October 2015** until **26 October 2015**.

N.B: Should a third party [such as a courier] be instructed to collect RFQ documents on behalf of a Respondent, please ensure that this person [the third party] has correct details of the Respondent (details that will be entered in to the RFQ collection form by the third party) when collecting the RFQ documents.

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

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

Mr LINDANI LANGA
Tel No. 011 584 1427
E mail: Lindani.Langa@transnet.net

or

Mrs. Sarah Assegaai
E-mail: Sarah.assegaai@transnet.net

- **FORMAL BRIEFING**

A compulsory pre-proposal RFQ briefing will be conducted on the **27th of October 2015 at Transnet Freight rail, 1 Anvil road, Isando Building, 7th floor Boardroom, starting at 11h00n until 14h00**

[Respondents to provide own transportation and accommodation].

- a) A Certificate of Attendance must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.
- b) Transnet will not be held responsible if any Bidder who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereon.
- c) Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- d) Respondents without a valid RFQ document in their possession will not be allowed to attend the RFQ briefing.
- e) The briefing session will start punctually at **11h00** and information will not be repeated for the benefit of Respondents arriving late.

This tender closes punctually at 10:00 hrs on Thursday, 05 November 2015.

Respondents must ensure that bids are delivered timeously to the correct address.

As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.

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.

- **BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

As described in more detail in the attached BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

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

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

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

.1 **B-BBEE Joint Ventures or Consortiums**

Respondents who would wish to respond to this RFQ as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFQ submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFQ process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by the attached B-BBEE Preference Point Claim Form and submit it together with proof of

their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

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

A person awarded a contract may not subcontract more than 25% [twenty-five percent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

The B-BBEE Preference Point Claim Form Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

4. COMMUNICATION

- 4.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted to **Lindani Langa** before **17:00 on 03 November 2015**, substantially in the form set out in hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected 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 The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

- 4.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 308 3528/3522, email TAC.SECRETARIAT@transnet.net or facsimile number 011 308 3967 on any matter relating to its RFQ Proposal.
- 4.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 4.4 Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

5. CONFIDENTIALITY

All information related to this RFQ is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

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.
- The Respondent's original valid Tax Clearance certificate must accompany the Proposal. Failure to provide this document with the RFQ submission may result in disqualification.
- The successful Respondent shall be in full and complete compliance with any and all applicable national and local law and regulations
- The valid VAT registration number must be stated here: _____ [if applicable].

7 **In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been found guilty 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 declare such serious breach of law during the past 5 [five] years in *Breach of Law form***

- **Furthermore, Transnet reserves the right to visit the Respondent's place of manufacture and/or workshop and/or office premises during this RFQ process.**
- All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.
- Prices quoted which are subject to confirmation will not be considered.
- Changes by the Respondent to its submission will not be considered after the closing date and time.
- Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.
- Any Proposal furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.
- Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

8. DISCLAIMERS

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

- modify the RFQ's Services and request Respondents to re-bid on any such changes;
- reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- disqualify Proposals submitted after the stated submission deadline [Closing Date];
- not necessarily accept the lowest priced Proposal or an alternative bid;
- reject all Proposals if it so decides;
- withdraw the RFQ on good cause shown;
- split the award of the contract between more than one Service Provider; or
- make no award of a contract.
- award a contract in connection with this Proposal at any time after the RFQ's closing date;
- award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;

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

9. LEGAL REVIEW

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

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: 0900 003 056**