

TRANSNET



**NEC3 Engineering & Constructions Short Contract
(ECSCS)**

Transnet SOC Ltd

(REGISTRATION NO.1990/000900/30)

trading as

Transnet Freight Rail

RFQ No. SIM15002CIDB

MILLSITE: E-LEARNING UPGRADE 02AL498

Issue Date: 02 June 2015

Closing Date: 30 June 2015 at 10:00 am

CONTENTS

Document reference	Title: Millsite: E-learning upgrade 02AL498	No of pages
Part T1	THE TENDER Tendering procedures	
T1.1	Tender Notice and Invitation to Tender ➤ Suppliers Code of Conduct	
T1.2	Tender Data	
Part T2	Returnable documents	
T2.1	List of Returnable Documents	
T2.2	Returnable Schedules	
Part C1.1	THE CONTRACT CONTRACT DATA Agreement and Contract Data Contractor's Offer and Employer's Acceptance Contract Data Pricing Instructions Price List Works Information Site Information Specifications	
Part C1.2	Adjudicator's Contract Data Secondary specifications Principal Controlled Insurance	

PART T 1: Tendering Procedures

"PREVIEW COPY ONLY"

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFQ NO. SIM15002CIDB

1. PROPOSAL REQUEST

Responses to this RFQ are requested from persons, companies, close corporations or enterprises for E-Learning Upgrade: Millsite.

Tenderers should have a CIDB contractor grading designation of 1GB or higher. Potentially Emerging Enterprises (1GB PE) who satisfy criteria stated in the Tender Data may submit tender offers. Only Tenderers, who are registered with the CIDB, are eligible to submit tenders.

On or after 2 June 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; The Tender Document will be available for free.

RFQ documents will only be available for collection between 09:00 and 15:00 from 2 June 2015 until 10 June 2015.

N.B: Pursuant to note (b) above, 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 a "full details" for presentation to Transnet 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:

Mrs. Nonhlanhla Mafoko
Tel No. 011 584 1078
E mail: nonhlanhla.mafoko@transnet.net

Mrs. Sarah Assegaai
Tel. No. 011 584 0668
E-mail: Sarah.assegaai@transnet.net

2 FORMAL BRIEFING

A compulsory Pre-Response RFQ briefing will be conducted at **Millsite, Krugersdorp** on **11th June 2015** starting at 10h00. **We will meet at Krugersdorp Train Station and we will drive to Millsite Boardroom, where the Compulsory Briefing and Site Visit will be held.** [Respondents to provide own transportation, protective clothing. Safety Boots and Reflective Vests

- a) A Certificate of Attendance must be completed and submitted with your Response as proof of attendance required for a compulsory site meeting and RFQ briefing.
- b) Respondents failing to attend the compulsory RFQ briefing will be disqualified.

- c) Respondents without a valid RFQ document in their possession will not be allowed to attend the RFQ briefing.
- d) The briefing session will start punctually at 10H00 and information will not be repeated for the benefit of Respondents arriving late.

This tender closes punctually at 10:00 hrs on Tuesday, 30 June 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 Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

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

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

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile, email and late tenders will not be accepted

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

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

Compliance of tender(s) with Transnet's requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet SOC Ltd in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.

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

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

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

3.1 B-BBEE Scorecard and Rating

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ must be cancelled. Similarly, if the

90/10 preference point system is stipulated in this RFQ and all Bids received are equal to or below R1 000 000.00, the RFQ must be cancelled.

The value of this bid is estimated to be below R1000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

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

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

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

Respondents are required to complete Section 14 [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.

3.2 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 Section 14 [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 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.

3.3 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 Facilitators.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity/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 per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Section 14 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be subcontracted as well as the B-BBEE status of the sub-contractors.

4 COMMUNICATION

- 4.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted before **12:00 on 26 June 2015** to nontlanhlanmafoko@transnet.net, substantially in the form set out hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected 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.
- 4.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Freight Rail Acquisition Council, at telephone number 011 544 9486 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.

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 INSTRUCTIONS FOR COMPLETING THE RFQ

- 5.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 5.2 A duplicate set of documents is required. This second set must be an exact copy of the original Proposal.
- 5.3 Both sets of documents are to be submitted to the address specified in paragraph above.
- 5.4 **All returnable documents tabled in the Proposal Form must be returned with your Proposal.**
- 5.5 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 5.6 Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
- 5.7 The valid VAT Registration Number must be stated here _____ (if applicable)

6 COMPLIANCE

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

7 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:

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

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 Section 11 [Breach of Law].

Furthermore, Transnet reserves the right to visit the Respondent's place of manufacture and/or workshop and/or office premises during this RFQ process.

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.

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

8 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 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 serious breaches please disclose:

NATURE OF BREACH:

Date of Breach _____

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

Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 013 056

"PREVIEW COPY ONLY"

TRANSNET



delivering on our commitment *to you*

Suppliers Code of Conduct

"PREVIEW COPY ONLY"



Suppliers Code of Conduct

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

These are:

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

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

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

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

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

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



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

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage

- » There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-off Anonymous" Hotline to report these acts. 0800 003 056.

Transnet is firmly committed to free and competitive enterprise.

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

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

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



These include, but are not limited to:

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

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

Conflict of Interest

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

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



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

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

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056

Part T1.2: Tender Data

PART T1: TENDERING PROCEDURES

T1.2 TENDER DATA

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

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

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

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

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Forms of Security

C1.4 Adjudicator's Appointment

Part C2: Pricing data

C2.1 Pricing instructions

C2.2 Bill of Quantities

Part C3: Scope of work

C3 Scope of work

Part C4: Site information

C4 Site information & Drawings, Insurances

F.1.3 The employer's agent is:

Name : Mr. Mattheus Sass

Address : 101 Loveday Street

: Johannesburg

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

- a) Contractors who have a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a GB or CE class of construction work; and
- b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
 - 1) the Employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts.

Joint ventures are eligible to submit tenders provided that:

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

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

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

Name: **N. Mafoko**

Tel: **011 584 1078**

E-mail: **nonhlanhla.mafoko@transnet.net**

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

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

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

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

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

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

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

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

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

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

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

Identification details

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

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

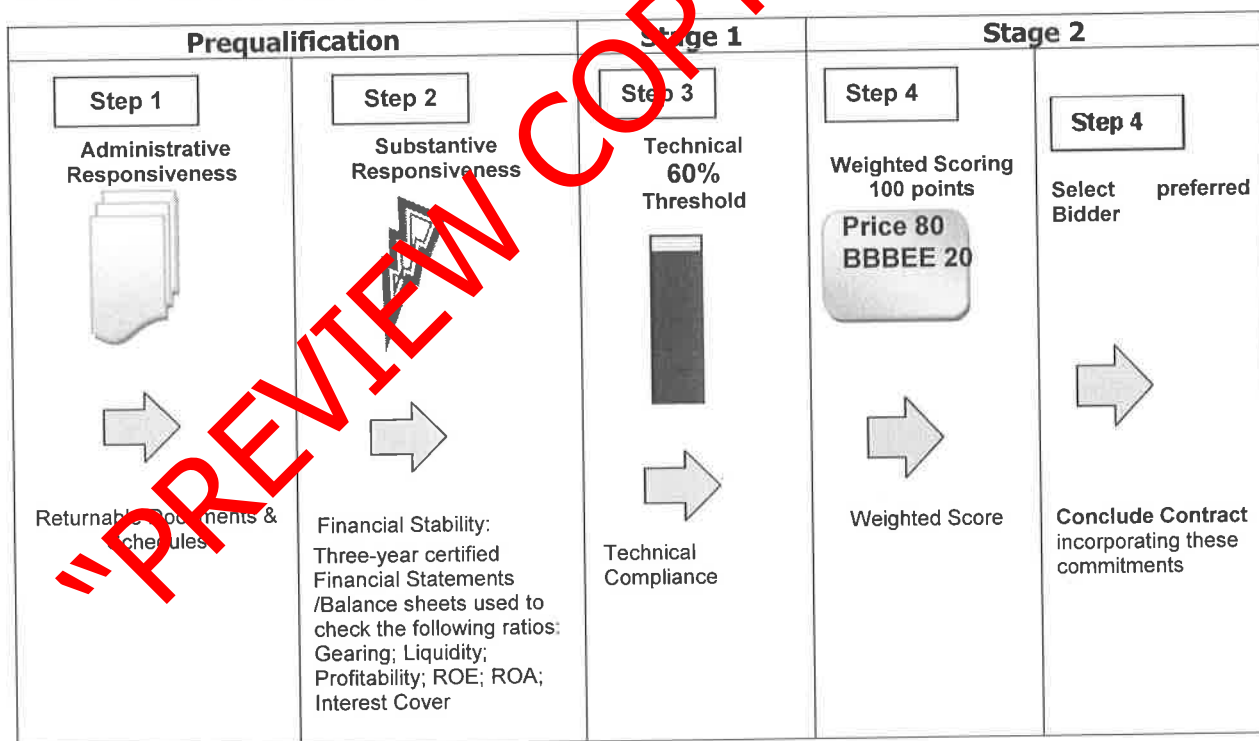
All envelopes must reflect the return address of the Respondent on the reverse side.

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

F.2.15 The closing time for submission of tender offers is **as stated in the Tender Notice and Invitation to Tender.**

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

F.3.11.1 EVALUATION CRITERIA



PHASE 1

Responsive and Substantive Test:

Stage 1: Administrative Responsiveness: All Returnable Documents/Schedules provided: Mandatory and Essential

Stage 2: Substantive Responsiveness: The following are mandatory requirements;

- Compliance to Specifications (Completed Bill of Quantities),
- Correct and acceptable response to any clarification on Essential documentation.

Stage 3: Technical Evaluation Criteria:

Test minimum threshold of **60%** for Technical (Quality) Criteria:

(Points are NOT carried over to Stage 4)

TECHNICAL DESCRIPTION	WEIGHT	EFFECTIVE WEIGHT
CATEGORY: TECHNICAL / PRACTICAL (SCORING MATRIX)	100%	80%
<ul style="list-style-type: none"> ➤ Previous work done <ul style="list-style-type: none"> • 3 (Three) or more Similar projects = 30% • 2 (Two) Similar projects =20% • 1 (One) Similar project =10% • None = 0% ➤ Work plan with time frames(schedule) (Gantt Chart / Level 2 Program) <ul style="list-style-type: none"> • Work programme and reasonable completion date =25% • None= 0% ➤ Technical approach (Method Statement) <ul style="list-style-type: none"> • Detailed description of approach towards the key items as the scope is concerned and method in sequence used to complete the project = 25% , • Acceptable approach =15% • None = 0% 		
• Health and Safety Compliance (Part T2.2 TFR Tender Safety clauses and Questionnaire of tender document)		10%
• Comprehensive Environmental Management Plan <ul style="list-style-type: none"> ➤ Risk Register ➤ Business Continuity Plan 		10%
TOTAL		100%

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

Transnet reserves the right to lower the threshold for Technical to **50%** [Sixty percent] if no Bidders pass the predetermined minimum threshold or if only one bidder passes the threshold. This right will be exercised in Transnet's sole discretion.

PHASE 2

Stage 4: Financial offer and Preference

The procedure for the evaluation of responsive tenders is Method 2

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

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

$$NFO = W1 \times A$$

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

W1 is the maximum possible number of tender evaluation points

awarded for the financial offer as stated in the Tender Data.

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

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

Description of quality criteria and sub criteria			Max no of points
Commercial	Competitive Pricing	100	80
BBBEE	Points scored	100	20
Total evaluation points			100

F.3.13.1 Tender offers will only be accepted if:

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

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

The additional conditions of tender are:

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

2. The tenders shall be completed in black ink only.

3. TENDERING PROCEDURE

3.1 The Contractor shall carry out the work in accordance with the attached Contract Specifications and in a thorough and workmanlike manner. The final acceptance of the work rests with Transnet's designated manager.

3.2 The Contractor shall supply all necessary labour, tools, equipment and material.

- 3.3 Should Transnet provide or make available any material and/or equipment, the Contractor shall be responsible for the correct and economical transport, storage and usage thereof. The cost of any loss or damage to Transnet equipment other than through normal wear and tear, and any uneconomical usage or loss of material provided by Transnet, will be recovered from the Contractor.
- 3.4 Should the Contractor fail to complete the work by the date or within the period stipulated in this agreement or by such extended date as may be allowed by Transnet in terms of clause 8, he shall pay to Transnet as penalties in terms of the Conventional Penalties Act of 1962 (as amended) the amount stated in the Tender Enquiry/Contract Document for each day or part thereof during which the work remains uncompleted.

Application for relief from the obligation to pay a penalty will only be considered by Transnet if the Contractor can prove to the reasonable satisfaction of Transnet that the penalty is out of proportion to the prejudice suffered by Transnet by reason of the act or omission in respect of which the penalty was stipulated.

- 3.5 No transport concessions will be allowed.

- 3.6 The obligation to take care of and protect the contract work and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect the public, the property of the public and the property and personnel of Transnet and all other persons from damage or injury, and to protect adjoining properties from trespass or damage during the progress of the work.

The risk of physical loss of or damage to the contract work, temporary works, materials and equipment to be incorporated into the works shall be borne by the Contractor and he shall arrange such insurances as may be necessary for the protection thereof.

Transnet will, in the case where a risk of legal liability for accidental death of or injury to third party persons and/or accidental loss of or damage to third party property may arise out of the carrying out of the contract work, arrange for such public liability insurance in the joint names of Transnet and the Contractor as is deemed necessary by Transnet.

The Contractor shall be responsible for obtaining insurance against loss of or damage to his own machinery tools, equipment, materials and site establishment and any consequential financial losses arising from such damage. The Contractor shall likewise arrange his own insurances in respect of motor vehicle liability and common law liabilities of the Contractor as an employer.

- 3.7. a) The Contractor shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendment thereof.
- 3.7. b) *(i) The Contractor shall observe and comply with the provisions of the Explosives Act. No. 26 of 1956 and any amendment thereof and with any regulations framed thereunder.

(ii) Blasting in the vicinity of open lines will be permitted only during intervals between trains. It will be controlled by a person appointed by Transnet, who will be in telephonic communication with the nearest station and whose instructions the Contractor shall carry out implicitly. The Contractor shall have labour available to clear any stones or debris deposited on the track by blasting and to repair any damage to the track immediately after occurrence thereof.

- 3.7. c) The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor is, in terms of section 37(2) of Act 85 of 1993 deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. The agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.
- 3.7. d) The Contractor also undertakes to comply with any safety requirements of Transnet, as adopted from time to time, and instructed by the relevant project leader.
- 3.7. e) The Contractor shall at his own costs comply with the provisions of all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed thereunder which are applicable to the work to be undertaken.
- 3.8 If the Contractor suffers delay or incurs extra expense as the result of delay on the part of Transnet in supplying such materials as are to be provided by it, or from any other cause, the Contractor shall inform Transnet within 48 hours of the commencement of the delay, and may, within 14 days after such delay has ended, apply in writing to Transnet for extra time and/or extra payment and Transnet shall after investigation grant such extension of time and/or authorise payment of such sum as is considered reasonably adequate to cover the delay or to compensate for the extra direct expense suffered by the Contractor. Transnet will grant such extension of time and/or authorise the payment of such sum as it considers adequate to cover the delay suffered or to compensate the Contractor.
- 3.9. The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Manager. Breach of this condition will entitle Transnet to cancel the contract forthwith.
- 3.10. Any amount certified by the Manager as being recoverable from the Contractor in terms of any of the preceding clauses may, without prejudice to any other legal rights which Transnet may have, be deducted from any moneys due to the Contractor by Transnet whenever under this contract or from any source whatsoever.
- 3.11. On completion of the work, the Contractor shall inform the Manager who will arrange a final inspection. If the work has been completed to his satisfaction, the Manager will issue a Certification of Completion and arrange payment of all moneys due to the Contractor by Transnet.

Except where expressly agreed to the contrary with Transnet, the Contractor requests and authorises Transnet to send any amount due to him by registered post to his known postal address or any other address requested in writing by the Contractor. The Contractor declares that the SA Post Office Limited acts as his representative and that the risk that such payment does not reach him after it has been sent by post lies totally with the Contractor.

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

- 3.13. If a dispute of any kind arises between the Contractor and any member of Transnet personnel in connection with the contract, the matter shall be referred to the designated Manager. The Manager shall decide the dispute and advise the Contractor accordingly.

The Manager's decision shall be final and binding upon the parties unless the Contractor has, within 14 days of the date thereof, notified Transnet in writing of his dispute of the decision, in which case the matter shall be referred to arbitration.

Such arbitration shall be by a single arbitrator who shall be selected by agreement between the parties or, failing such agreement, nominated on application of either party by the Chairperson for the time being of the Association of Arbitrators of South Africa.

The Arbitrator shall have unfettered discretion and jurisdiction to decide the procedure of the arbitration and the matter in dispute and his award shall be final and binding on the parties hereto.

"PREVIEW COPY ONLY"

PART T2: RETURNABLE DOCUMENTS

"PREVIEW COPY ONLY"

Part T2: Returnable Documents/ Schedules

"PREVIEW COPY ONLY"

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:
(Tender will be disqualified if all returnable documents and schedules are not returned)

1 Returnable Schedules required for tender evaluation purposes

No	Returnable schedule (All are to be submitted)
1	Record of Addenda to Tender documents
2	Certificate of authority for joint ventures (where applicable)
3	Labour Payment Schedule
4	Rate of Exchange
5	Proposed amendments and qualifications
6	Contractual Safety Clauses and Questionnaire
7	RFP Declaration Form
8	Curriculum Vitae of key personnel
9	Certificate of Attendance at Site/Clarification Meeting
10	Compulsory Enterprise Questionnaire
11	Schedule of Subcontractors
12	Schedule of Plant and Equipment
13	Schedule of the Tenderer's Experience
14	Supplier Declaration form (version 7)

No	Returnable Documents (All are to be submitted)
1	Safety Plan and Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E (See Draft)
2	Comprehensive Environmental Management Plan, Risk Register and Business Continuity Plan. Risk register to cover identified risks associated with this project and accompanying risk mitigation measures
3	Certificate of Authority for Signatory (Resolution by Board)
4	Approach paper and work plan (Programme and Method statements)
5	Letter of Good Standing with the Compensation Commission
6	Quality Assurance Plan
7	Proposed Organization and Staffing including quantity of personnel to be trained in aspects of safety
8	BBBEE rating certificate with detailed score card
9	Certified Copy of CIDB certification
10	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets
11	Certified Copies: Share Certificates; CK1; CK2
12	Certified copies: Certificate of Incorporation; CM29; CM9
13	Certified Copies: Identity Documents Shareholders/ Directors/ Members
14	Cancelled Cheque
15	Current and original Tax clearance certificate
16	Vat registration certificate

Other documents that will be incorporated into the contract

- 3.1 C1.1 Form of Offer and Acceptance
- 3.2 C1.2 Contract Data (Part 1 and 2)
- 3.3 C2.2 Bill of Quantities / Price List

T2.2 RETURNABLE SCHEDULES

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

Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint venture.

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

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

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

LABOUR PAYMENT SCHEDULE

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

DAY LABOUR (IF REQUIRED)

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

TRANSPORT AND MACHINERY

RUNNING

STANDING

- | | | | |
|----|---------------------------|------------|------------|
| 1. | Light vehicle up to 1 ton | R _____/hr | R _____/hr |
| 2. | 5 Ton vehicle | R _____/hr | R _____/hr |
| 3. | 10 Ton vehicle with crane | R _____/hr | R _____/hr |
| 4. | Crane | R _____/hr | R _____/hr |
| 5. | Scaffolding | R _____/hr | R _____/hr |
| 6. | Generator | R _____/hr | R _____/hr |
| 7. | Other equipment: | | |

8. Full details of any other charges:

TENDERER: _____

DATE: _____

Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal
<p style="color: red; font-size: 48px; transform: rotate(-30deg); opacity: 0.5;">"PREVIEW COPY ONLY"</p>		

Signed

Date

Name

Position

Tenderer

Curriculum Vitae of Key Personnel

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

Certificate of Attendance at Clarification Meeting

This is to certify that

(Tenderer)

of _____
(address)

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

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

Name: _____ Signature _____

Capacity: _____

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

Name: _____ Signature _____

Capacity: _____ Date and time _____

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

Name: _____ Signature _____

Capacity: _____

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

Name: _____ Signature _____

Capacity: _____ Date and time _____



Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name



Schedule of Proposed Subcontractors

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

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

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

"PREVIEW COPY ONLY"

Signed

Date

Name

Position

Tenderer

Schedule of the Tenderer's Experience

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Schedule of Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

RFQ DECLARATION FORM

RFQ FOR MILLSITE E-LEARNING UPGRADE 02AL498

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

7. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
8. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Respondents" overleaf).
9. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this ____ day of _____ 20__

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

IMPORTANT NOTICE TO RESPONDENTS

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

Annexure B

NON-DISCLOSURE AGREEMENT

entered into by and between

TRANSNET SOC LTD

Registration Number 1990/000900/30

and

Registration Number _____

"PREVIEW COPY ONLY"

TABLE OF CONTENTS

1	INTERPRETATION	3
2	CONFIDENTIAL INFORMATION.....	4
3	RECORDS AND RETURN OF INFORMATION	4
4	ANNOUNCEMENTS	4
5	DURATION	5
6	PRINCIPAL.....	5
7	ADEQUACY OF DAMAGES.....	5
8	PRIVACY AND DATA PROTECTION.....	5
9	GENERAL.....	5

"PREVIEW COPY ONLY"

THIS AGREEMENT is made between

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

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

and

_____ **[the Company]** [Registration No _____]

whose registered office is at _____

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**) by 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 computer-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 such Receiving Party 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 2.3b) 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 3.3b) 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 of the Bill of Rights (Section 14) 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.

WITNESSES:

1. _____

2. _____

SIGNATURE(S) OF BIDDER(S)

DATE: _____

B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;

- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

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

- 4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered

- Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm
- ☐ Partnership/Joint Venture/Consortium
- ☐ One person business/sole propriety
- ☐ Close Corporations
- ☐ Company (Pty) Ltd
- [TICK APPLICABLE BOX]
- (v) Describe Principal Business Activities
- _____
- _____
- _____
- (vi) Company Classification
- ☐ Manufacturer

- ☐ Supplier
☐ Professional Service Provider
☐ Other Service Providers, e.g Transporter, etc
[TICK APPLICABLE BOX]

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

BID DECLARATION

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

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

WITNESSES:

1. _____

SIGNATURE(S) OF BIDDER(S)

2. _____

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY: _____

1. I/we _____

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

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP;
 - f) bidding with the intention of not winning the Bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
9. I/We am/are aware that, in addition without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

BREACH OF LAW FORM

NAME OF ENTITY: _____

I/We _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

RFQ deadline for questions / RFQ Clarifications: Before 12:00 on 19 June 2015

TO: Transnet SOC Ltd

ATTENTION: The Secretariat, Transnet Freight Rail Acquisition Council **[TFRAC]**

EMAIL Prudence.nkabinde@transnet.net

DATE: _____

FROM: _____

RFQ Clarification No SIM15002CIDB

REQUEST FOR REPLY CLARIFICATION

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

SUPPLIER CODE OF CONDUCT

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

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

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the behaviour and conduct of its Suppliers.

Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices

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

a) *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

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

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

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

c) *Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*

- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
 - collusion;
 - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
 - corrupt activities listed above, and
 - harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of interest

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

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

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

BOND - RETENTION PERCENTAGE CHOICE

The amount of the Guarantee (Performance Bond / Surety) is to be calculated as **10% or 5%** of the tender price. The Contractor has the option of providing the guarantee of 10% and having retention money of 5% withheld or vice versa

I agree on the following arrangement regarding the above:

1) Guarantee / Bond / Surety: _____ %

2) Retention: _____ %

Signed
(Tenderer)

"PREVIEW COPY ONLY"

TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS

CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

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

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

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

*As applicable

Tenderer OH & S Management System Questionnaire

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

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

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

Safety Performance Report

Monthly DIFR for previous months

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

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

Signed
(Tenderer)

Comprehensive Environmental Management Plan

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

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

"PREVIEW COPY ONLY"

PROPOSED PROJECT ORGANOGRAM AND STAFFING

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

"PREVIEW COPY ONLY"

STATEMENT OF COMPLIANCE WITH THE REQUIREMENTS OF THE SCOPE OF WORK

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

of _____ (insert name of Company)

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

Signed this on day _____ at _____

Signature

"PREVIEW COPY ONLY"

APPROACH PAPER AND WORK PLAN

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

"PREVIEW COPY ONLY"

Safety Plan and Fall Protection Plan

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

"PREVIEW COPY ONLY"

QUALITY ASSURANCE PLAN

The tenderer shall attach to this page the tenderer's quality management plan required to execute and complete the contract to an acceptable Quality Standards.

"PREVIEW COPY ONLY"

DETAILED CONSTRUCTION PROGRAM

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

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

"PREVIEW COPY ONLY"

RESOLUTION

Project Reference:

Resolution of the Board of Directors of

Held at

on the

day of

20_____.

THAT

in his capacity as a Director of the

Company,

is hereby authorised to sign contract

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

Certified a True Copy

Signed:

Director

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

NOTE:

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

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



Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

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

IMPORTANT NOTES:

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

Regards,

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



Supplier Declaration Form

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

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



2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(* - Minimum requirements)

2.1 Indicate the business sector in which your company is involved/operating:

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

2.2 What is your company's annual turnover (excluding VAT)? *

<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3 Where are your operating/distribution centres situated *

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(* - Minimum requirements)

3.1 Did the firm previously operate under another name? *

YES		NO	
-----	--	----	--

3.2 If Yes state its previous name:*

Registered Name	
Trading Name	



3.3	Who were its previous owners / partners / directors?*
SURNAME & INITIALS	ID NUMBERS

3.4	List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *							
SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

3.5	List details of current directors, officers, chairman, secretary etc. of the firm: *					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6	List details of firms personnel who have an ownership interest in another firm: *				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

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

4.1	How many personnel does the firm employ? *					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						



4.1.1 In terms of above kindly provide numbers on women and disabled personnel? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1 Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

YES		NO	
-----	--	----	--

4.2.2 Is your company a recipient of Enterprise Development Contributions?*

YES		NO	
-----	--	----	--

4.2.3 May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *

YES		NO	
-----	--	----	--

4.2.4 If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *

YES		NO	
-----	--	----	--

4.2.5 If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6 In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7 Are any of your members/shareholders/directors ex employees of Transnet?

YES		NO	
-----	--	----	--

4.2.8 Are any of your family members employees of Transnet?

YES		NO	
-----	--	----	--

4.2.9 If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

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



Internal Transnet Departmental Questionnaire (for office use only)

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

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

Supplier's trading name

Supplier's registered name

Please indicate if the Supplier has a contract with sourcing Transnet OD ☐ Yes ☐ No

If yes please submit a copy of the letter of award

a) What is being procured from the supplier?

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

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

Yes

No

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

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

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

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

Tel No:

Fax

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

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

Part C1

Agreement and contract data

"PREVIEW COPY ONLY"



Appendix (i)

GENERAL BID CONDITIONS - SERVICES

[February 2013]

"PREVIEW COPY ONLY"

TABLE OF CONTENTS

1	DEFINITIONS	3
2	GENERAL.....	3
3	SUBMISSION OF BID DOCUMENTS	3
4	USE OF BID FORMS.....	3
5	BID FEES.....	4
6	VALIDITY PERIOD	4
7	SITE VISIT / BRIEFING SESSION	4
8	CLARIFICATION BEFORE THE CLOSING DATE	4
9	COMMUNICATION AFTER THE CLOSING DATE	4
10	UNAUTHORISED COMMUNICATION ABOUT BIDS.....	4
11	RETURNABLE DOCUMENTS	4
12	DEFAULTS BY RESPONDENTS.....	5
13	CURRENCY.....	6
14	PRICES SUBJECT TO CONFIRMATION	6
15	ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES	6
16	EXCHANGE AND REMITTANCE.....	6
17	ACCEPTANCE OF BID	7
18	NOTICE TO UNSUCCESSFUL RESPONDENTS.....	7
19	TERMS AND CONDITIONS OF CONTRACT	7
20	CONTRACT DOCUMENTS	7
21	LAW GOVERNING CONTRACT	7
22	IDENTIFICATION.....	8
23	CONTRACTUAL SECURITIES.....	8
24	DELETION OF ITEMS TO BE EXCLUDED FROM BID	8
25	VALUE-ADDED TAX.....	8
26	IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT	9
27	DELIVERY REQUIREMENTS	9
28	SPECIFICATIONS AND COPYRIGHT	9
29	BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS	10
30	CONFLICT WITH BID DOCUMENT	11

1 DEFINITIONS

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

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

2 GENERAL

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

3 SUBMISSION OF BID DOCUMENTS

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

4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.
- 4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

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

6 VALIDITY PERIOD

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

7 SITE VISIT / BRIEFING SESSION

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

8 CLARIFICATION BEFORE THE CLOSING DATE

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

9 COMMUNICATION AFTER THE CLOSING DATE

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

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

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

11 RETURNABLE DOCUMENTS

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

12 DEFAULTS BY RESPONDENTS

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

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

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

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

- a) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
- b) has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
- c) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
- d) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department or towards any public body, company or person; or
- f) has made any misleading or incorrect statement either
 - (i) in the affidavit or certificate referred to in clause 18 [*Notice to Unsuccessful Respondents*]; or
 - (ii) in any other document submitted as part of its Bid submissionand is unable to prove to the satisfaction of Transnet that
 - it made the statement in good faith honestly believing it to be correct; and
 - before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
- g) caused Transnet damage, or to incur costs in order to meet the Service Provider's requirements which could not be recovered from the Service Provider;
- h) has litigated against Transnet in bad faith;
- i) has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;
- j) has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;

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

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

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

13 CURRENCY

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

14 PRICES SUBJECT TO CONFIRMATION

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

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

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

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

16 EXCHANGE AND REMITTANCE

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

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

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

16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.

16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.

- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].

17 ACCEPTANCE OF BID

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

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

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

19 TERMS AND CONDITIONS OF CONTRACT

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

20 CONTRACT DOCUMENTS

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

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to

submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

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

23 CONTRACTUAL SECURITIES

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

24 DELETION OF ITEMS TO BE EXCLUDED FROM BID

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

25 VALUE-ADDED TAX

- 25.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 25.2 In respect of foreign Services rendered:
- 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
 - the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

26 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

26.1 Method of Payment

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

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

26.2 Conditional Discount

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

27 DELIVERY REQUIREMENTS

27.1 Period of Contracts

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

27.2 Progress Reports

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

27.3 Emergency Demands as and when required

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

28 SPECIFICATIONS AND COPYRIGHT

28.1 Specifications

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

28.2 Copyright

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

29 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

- 29.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- 29.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 29.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 29.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
- 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.
 - The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - 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.
 - The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.
- 29.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- 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
 - funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

30 CONFLICT WITH BID DOCUMENT

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

"PREVIEW COPY ONLY"

Contract Data

The *Employer* is

Name Transnet SOC Ltd trading as Transnet Freight Rail
Address 49th Floor Carlton Centre, 150 Commissioner Street, JHB, 2000
Telephone 011 584 1078 Fax 011
E-mail address Nonhlanhla.mafoko@transnet.net
The *works* are Millsite E-Learning Upgrade

The *site* is Millsite Depot, Krugersdorp

The *starting date* is The Contract Date
The *completion date* is 2 Months from Start Date
The *period for reply* is weeks.
The *defects date* is 52 weeks after Completion.
The *defect correction period* is 2 weeks.
The *delay damages* are R 1,000.00 per day.
The *assessment date* is the 13th(thirteen) of each month.
The *retention* is Not Applicable
Does the United Kingdom Housing Grants, Construction and
Regeneration Act (2006) apply? No

The *Adjudicator* is

Name Will be appointed as mutually agreed upon between the parties
when a dispute arises.
Address
.....
Telephone Fax
E-mail address
.....

Contract Data

The interest rate on late payment is **2 (Two) % per annum above the prime lending rate of the Standard Bank Limited** as determined from time to time.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of R 25,000.00..... for any one event.

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

The minimum amount of cover for the third insurance stated in the

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

The minimum amount of cover for the fourth insurance stated in the

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

The *Adjudicator nominating body* is Association of Arbitrators (Southern Africa)

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is The Rules for the conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) by an Arbitrator to be mutually agreed by the Parties, and failing agreement to be appointed by the Association of Arbitrators.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions

1. CONTRACTUAL OBLIGATIONS

A:

1.1 RENOVATIONS OF ABLUTION BUILDING AND KITCHEN AT MILLSITE, KRUGERSDORP.

B:

1.2 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.

1.3 The Contractor shall ensure that a safety representative is at site at all times.

1.4 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.

1.5 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-

1.5.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

- 1.5.2 The Occupational Health and Safety Act (Act 85 of 1993).
- 1.5.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
- 1.5.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
- 1.5.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.6 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.7 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.8 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.
- 1.9 A penalty charge of R 1,000.00 per day will be levied for late completion.
- 1.10 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Supervisor in writing.
- 1.11 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.
- 1.12 Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.
- 1.13 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.14 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd part suppliers/Manufacturers.

- 1.15 The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.16 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.
- 1.17 The period within which payments are made is 30 days from date of invoice receipt.

2. TENDERING PROCEDURE

- 2.1 Tenderers shall indicate clause-by-clause compliance with this specification as well as the relevant equipment specifications.
- 2.2 Tenderers may submit alternative offers for equipment considered being equal to or better standard compared to that specified in this specification, however, approval of this shall be of Transnet Freight Rail discretion.
- 2.3 Such offers shall be accompanied by a full, detailed documentation indicating the suitability of the components supplied.
- 2.4 An addendum reflecting any changes to the Project Specification and 'Bill of Quantities' shall be forwarded to Contractors after the site meeting if applicable and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.5 Contractors shall duly fill in the attached 'Bill of Quantities'. Items not reflected in the 'Bill of Quantities', but covered in the Project Specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for accordingly.
- 2.6 Contractors shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 2.7 During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 2.8 Contractors shall motivate a statement of non-compliance.
- 2.9 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. This chart shall be submitted to the Project Manager or Supervisor within 14 days after the award of the contract has been made to the successful Contractor.
- 2.10 Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.
- 2.11 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 2.12 During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 2.13 Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.
- 2.14 Failure to comply with clauses 2.12 to 2.13 could preclude a tender from consideration.

Contract Data

The *Contractor's* Offer

The *Contractor* is

Name

Address

Telephone Fax

E-mail address

The percentage for overheads and profit added to the Defined Cost for people is %.

The percentage for overheads and profit added to other Defined Cost is %.

The *Contractor* offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the
Prices is

Enter the total of the Prices from the Bill of
Quantities.

Signed on behalf of the *Contractor*

Name

Position

Signature Date

The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*

Name

Position

Signature Date

SCHEDULE OF DEVIATIONS

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

Contract Data
Pricing Instructions

1. The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Bill of Quantities in the works Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
2. Any additional costs foreseen by the Tenderer for items not included in the Bill of Quantities shall be included in the List to be submitted, under the item 'P's & G's'. These items must be specified.
3. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
4. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted but will be subject to approval by the Employer.
5. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
6. The following abbreviations are used in the Bill of Quantities:
ea = Each
7. The prices and rates in this Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
8. Where the scope of work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
9. Where no quantity has been provided against an item in the Bill of Quantities, the Contractor shall use their discretion and provide the quantity.
10. The short descriptions of the items of payment given in this Bill of Quantities are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Works Information.
11. For each item in the Bill of Quantities, including Preliminaries, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material).
12. The Contractor shall provide information related to imported content, i.e. equipment to be imported, value and applicable exchange rates. This information shall be provided as an Annexure to the Bill of Quantities.
13. The total in the Bill of Quantities shall be exclusive of VAT, and shall be transferred to Contractor's Offer.
14. Additional work not covered in the Bill of Quantities shall be listed and quoted for by the tenderers in a separate sheet.
15. Payment Certificates - On or after the assessment date, the Supervisor and the Contractor will together assess the quantities of the progress on each item in the Bill of Quantities and complete the Progress Assessment Detail form, where after the Progress Assessment Certificate will be issued.
16. The Contractor shall then submit a VAT invoice and attach the Progress Certificate mentioned in clause 15 of this section for payment by the Employer.
17. Contractor shall provide the Employer with the necessary details and documentation as required in order to enable the Employer to make electronic payments.

"PREVIEW COPY ONLY"

Contract Data				
Bill of Quantities				
SCHEDULE OF WORK AND PRICES				
	QUANTITY	UNIT	PRICE	AMOUNT
Health & Safety file must be handed in before commencement of work.	-	-	-	-
MILLSITE E-LEARNING UPGRADE 02AL498				
1.Safety requirements and Site establishment.	1	sum		
2.Preliminary and General (P&G). Preliminaries are those items that a project cannot do without, but are not directly involved with the final product.	1	sum		
Painter				
3.Clean roof with steel brushes and apply grey primer and final Greacian grey roof guard	94	m ²		
4.Ditto for eaves and removing nests	30	m ²		
5.Replace all broken window panes	16	ea		
6.Replace all loose putty	20	m		
7.Paint all windows	5	ea		
8.Wash all windows	5	ea		
9.Paint sills both sides	25	m		
10.Paint doors and frames	7	ea		
11.Paint interior face brick walls	390	m ²		
12.Paint outside plastered areas	55	m ²		
13.Ouside face brick walls to be high preasure cleaned	300	m ²		
14.Paint outside concrete surface in front of doors epoxy	30	m ²		
15.Paint toilet sills outside	3	m		
16.Fit obscure glass at toilet windows.	6	ea		
17.Paint toilet windows	6	ea		
18.Paint gutter inside 2 cts bituminious and outside u/ct and final white gloss	5	m		
19.Ditto for down pipe	1	ea		
20.Paint all inside walls 2 cts - 50% Birch Bark Canoe 6J1-4 and 50% Wood Moss Wash & wear 5K3 - 5	450	m ²		

Tiler				
1.Chip floor, apply grip coat and lay new 600 x 600 polished Porcelyn tiles (Pezula Brown 600 x 600) in class room , toilet and kitchen.	185	m ²		
2.Fit new 65mm tile skirting to suit floor with Half round aluminium edging fitted.	86	m		
3.Apply grip coat and fit new 200 x 200mm white glazed tiles above kitchen tops with white grouting	8	m ²		
4.Fit new 200 x 200mm white glazed tiles (ceiling height) on all toilet walls. All vertical corners to be covered in white edging strips	70	m ²		
BRICKLAYER				
1.Chop out plastered sills and fit concrete sills outside. Allow for plaster to be fixed on inside sills, ready for tiles	6	ea		
2.Brick up opening (4m ²) and fit 810mm steel door frame both sides (ladies)	1	item		
3.Ditto for ladies	1	item		
4.Plaster sides of glass door openings soffits and reveals (ready for doors to be fitted) plumb and square. 2 openings	1	item		
Shop fitter				
1.Provide and fit new aluminium door with safety glass fitted (1.52 x 2.15). Siller section to be provided with bottom and top flush bolts. Opening section to have double lynce locking meganism complete with aluminium handle.	1	ea		
2. Provide and fit new aluminium door with safety glass fitted (2.00 x 2.15). Closer section to be provided with bottom and top flush bolts. Opening section to have double lynce locking meganism complete with aluminium handle.	1	ea		
3.Provide 3 x 300mm horizontal frosted film across both doors 50mm apart. See detail of film and handles.	2	ea		
4.Provide and fit 8mm safety glass (T-section) in front of toilets with aluminium frame and bottom aluminium kick board. (see detail) Entire glass panels to be covered with frosted film. See detail	1	item		
5.Erect skyroof (14,00 x 2.20) in front of building with 4mm acrylic sheets medium tinted and bronze joining strips. Support structure also to be bronze painted.	1	item		

6.Extra over ceilings for woodwork in bathrooms	1	item		
7.Provide 6mm Perspex (300 x 75mm) asset no (02AL 498) and fit against wall	1	ea		
8.Fit new mirrors against walls in ladies and gents	2	ea		
Cabinetmaker / carpenter				
1.Build kitchen units (L – shape against wall) and L-shaped breakfast nook with melamine (Cherry finish) And black post form tops fitted. Doors to be 3mm edged all round with spring loaded hinges and chrome handles fitted. Kick boards to be tiled to suit floor. Breakfast nook supported by 75mm chrome legs screwed to floor and underside of top.	1	Job		
2.Provide new suspended fisher type ceiling in kitchen, class room and toilets. Ceiling to be 200mm above windows	105	m ²		
3.Fit new semi hollow core door to all steel frames complete with 3 /2 lever mortice locks and 4/ indicator locks fitted	7	ea		
4.Provide breakfast nook chairs - Chrome seats	10	ea		
Plumber				
1.Provide and fit new vaal close couple cistern with pan. Flexi connector with stop cock fitted.	4	ea		
2.Allow to connect 110mm waste pipes with IE's from pan to outside sewer.	4	ea		
3.Dig trenches for sewer pipes towards existing manhole at ablation	50	m		
4.Lay new 110mm sewer in trench , break through manhole and close trenches	50	m		
5.Fit new heavy duty econo B2 toilet seats	4	ea		
6.Fit new double st/steel lockable toilet roll holders	4	ea		
7.Provide 20mm polycorp under ground water supply to toilets	30	m		
8.Ditto for sink in kitchen	30	m		
9.Provide water supply for whb	2	ea		
10.Provide and fit new vaal whb's with pedestals in ladies and gents with heavy duty chrome mixer.	2	ea		
11.Connect whb trap to 50mm waste and join with 110mm sewer above g/level	2	ea		
12.Bouble bowl sink to be fitted in kitchen with heavy duty chrome mixer.	1	item		
13.Connect 50mm waste from sink to nearest sewer connection.	30	m		

14. Provide and fit new 10L hydroboil complete	1	ea		
15. Provide 10L under sink geyser complete with connections for sink	1	item		
Blinds				
1. Fit new Venecian blinds 25mm – colour metal silver (2.50 x 1.2)	5	ea		
2. Keep site clean	1	Item		
All work shall be done according to SABS standards.	-	-	-	-
<div> <div>GROSS TOTAL R</div> <div>14% V.A.T. R</div> <div>Amount due R</div> </div>				

Contract Data Works Information

GENERAL INFORMATION

The contractor is responsible to check all the measurements and quantities as stated before ordering any material. Contractor shall provide all labour, material, transport, consumables stores, plant, equipment, tools, services, for the carrying out and completion of the work as per the attached work list and specification and as may be ordered by the project manager.

PROJECT SPECIFICATIONS

A. Site establishment – Placing of stores and other facilities has to be neat and lockable and in a area pointed out by the project manager.

1. Paint all inside walls 2 cts - **50% Birch Bark Colour 6J1-4 and 50% Wood Moss Wash & wear 5K3 - 5**. All cracks to be polly filled and deeper cracks to be scratched with a sharp object before filling. All Paint work will be done with spread sheet covering the floor areas. **Beware of different colourents used by different suppliers that will deviate from our corporate colours.**
2. All doors and frames needs under coat and a final **River Rock eggshell 6J1 – 7**
3. All windows to be cleaned before **under coat** gets applied and will be finished in **white high gloss**
4. All exterior doors to have 3 lever mortice locks, interior 2 lever and bathrooms indicator locks, unless otherwise stated. Edges of doors to be sanded to get rid of sharp edge before painting.
5. All loose paint from door to be scraped off and properly washed before applying the first primer coat.
6. **Plaster** areas to be steel troweled and areas to be tiled can be screaded only.
7. **Floors** to be cleaned, cleaned and grip coat to be applied before tiling is done. Grouting to be dove grey on floor tiles and white for wall tiles.
8. Skyroofing to be out sourced to a specialist.
9. All glazing and aluminium work to be out sourced
10. Site to be kept clean at all times and rubble remove regularly.
11. All plumbing points eg, whb's and toilets to always be supplied with its own chrome stop cock and flexi connectors where needed.
12. **Mirrors** (0.80 x 1.20) to be drilled and screwed against walls and chrome screw caps to be fitted.
13. Build kitchen units (L – shape against wall) and L- shaped breakfast nook with melamine (Cherry finish)
And black post form tops fitted. Doors to be 3mm edged all round with spring loaded hinges and chrome handles fitted. Kick boards to be tiled to suit floor. Breakfast nook supported by 75mm chrome legs screwed to floor and underside of top. Edges against wall to be silicone sealed.

MATERIALS

Supply all material in accordance with SANS/ SABS standards.

SAFETY REQUIREMENTS (ACCORDING TO ACT 85 OF 1983) SHALL BE ADHERED TO AT ALL TIMES DURING CONSTRUCTION.

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

CERTIFICATE FOR DISPOSAL OF ALL RUBBLE FROM SITE SHALL BE AVAILABLE ON COMPLETION OF WORKS.

Preliminary and General Costs

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

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

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

"PREVIEW COPY ONLY"

Contract Data
Site Information

Millsite, Krugersdorp

"PREVIEW COPY ONLY"

END

SCHEDULE OF DEVIATIONS

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

Part C1.4 Adjudicator's Contract

"PREVIEW COPY ONLY"

CONTRACT DATA

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

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

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

If additional conditions of contract are required

- The *additional conditions of contract* are

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

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".

TRANSNET



Occupational Health and Safety Plan

Company name: _____

Project name: _____

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

CONTENT

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

Title.

Occupational Health and Safety Plan

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

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

1. PROJECT DETAILS

1.1. Project Name:

Physical address:

Contact Details:

Client name:

Postal address:

P O Box

Contact person - Name:

Contact No:

Telephone –

Facsimile –

Cellular No:

Email

1.2. Agent:

Company name:

Postal address:

Contact person - Name:

Contact No:

Telephone –

Facsimile –

Cellular No:

Email

1.3. Architect.

Company name:

Postal Address:

P O Box

Contact person:

Postal address:

P O Box

Contact No:

Telephone –

Facsimile –

Cellular:

Email:

1.4. Principle Contractor

Company name:

Postal Address:

P O Box

1.4.1. Project Manager:

Name:

Contact No:

Telephone –

Cellular:

Assignee Sect 16(2)

Facsimile

Email

1.4.2. Construction Work Supervisor:

Name:

Contact No:

Telephone

Cellular telephone No:

Construction Regulation 6. (1)

Facsimile

1.5. Scope of work

Doors

Electrical installation – re-wiring

Glazing

Granite tops

Plastering

Plumbing and drainage

Shop fittings

Softs, curtains etc

Tiling

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

1.6. Duration of contract: Start – Expected completion –

1.7. Emergency Telephone Numbers:

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

EMERGENCY TELEPHONE NUMBERS

Service	Name	Business	After Hours
i Ambulance:			
ii Doctor:			
iii. Hospital:			
iv. Fire Department:			
v. S.A. Police Services:		1111	
vi. Department of Labour:			
vii. Compensation Insurer			
vii.a COID – Commissioner			
vii.b. FEMA			
Project Manager:			
Safety Advisors:			
Telephone			
Facsimile			
Email			

DEPARTMENT OF LABOUR

Provincial Office
Department of Labour:
Contact No:

OCCUPATIONAL HEALTH AND SAFETY

2. Policy statement

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

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

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

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

3. Objective.

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

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

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

4. Common Vocabulary (COMVOC)

Terminology

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

Abbreviation

BCEA
COIDA
DoL
DoL (IES)
FEMA
NBR&S
OH&SA
CR
PD

5. Legislation

Definitions:

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

Legislation
CR 4. (1)

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

CR 4 (5)

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

CR

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

CR

“construction Safety Officer” a competent person in relation to occupational health and safety in the construction industry,	CR
“Contractor” an employer who performs construction work,	CR
“ergonomics” the application of scientific information to optimise human well-being and performance,	CR
“fall prevention plan” a documented plan to eliminate or reduce the risk of falling,	CR
“hazard assessment” the analysis of all existing or potential hazard associated with the work being or to be performed.	
“hazard identification” the identification of existing or known hazards that is normally associated with the work being or to be performed,	CR
“health and safety file” a permanent record of the health and safety requirements prescribed in these regulations,	CR
“health and safety plan” a documented plan, including safe work procedures to mitigate, remove, reduce or eliminate the hazards identified,	CR
“health and safety specification” means a documented specification of the health and safety requirements for the tasks to be performed safely,	CR
“medical certificate of fitness” a certificate valid for one year issued by an occupational health practitioner registered with the Health Professional Council of South Africa,	CR
“method statement” the documented procedure to perform the task as reasonably and practicably safe,	CR
“national building regulations” means the regulations made in terms of section 17(1) of the NBR and BS Act, 1997 (Act No 103 of 1997).	
“principle Contractor” an employer who performs construction work appointed in writing by the Client or his appointed agent,	CR
“professional engineer or professional certificated engineer” means any person holding registration as either a Professional Engineer or Professional certificated Engineer under the Engineering Professions Act, 2000,	CR
“provincial director” means the Provincial Director as defined in Section 1 of the General Administration Regulations under the Act,	CR
“risk assessment” a programme to determine any risks associated with a task and the to identify the steps to remove, reduce or control such hazard,	CR
“SABS – 085” the code of practice – “Design, erection, use and inspection of Access Scaffolding”,	CR
“SABS – 0400” the code of practice for the application of National Building Regulations,	CR
“SABS EN 1808 and SABS 1903” the code of practice entitled “safety requirements on suspended access equipment design calculations, stability criteria, construction – tests”,	CR
“The Act” means the Occupational Health and Safety Act 1993 (Act No 85 of 1993),	CR

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

CR

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

CR

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

CR

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

CR

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

CR

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

- (a) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (b) any fixed plant in respect of work, which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk to persons falling 2 metres or more.

C R

6. Statutory Obligations

Description

Legislation

6.1. Basic Conditions of Employment Act

BCE

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

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

COIDA

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

6.3. Occupational Health and Safety Act 1993 (Act No. 85 of 1993)

OH&SA

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

- (a) the employer must provide and maintain a safe and healthy working environment for his employees and any person, who may enter onto the premises,
- (b) the duties of employers to their employees, employees to their employer and suppliers to the employer and
- (c) the “reasonable man” approach by the employer in decisions concerning occupational health and safety,
- (d) the management, application and enforcement of the Act and regulations are the responsibility of the employer i.e. be he the appointed agent where applicable, Project Managers, each principle Contractor and Contractor.

- (e) each principle Contractor and Contractor shall have a copy of the Act which must be available on site at all times. Employees are to be allowed reasonable access to the Act during normal working hours.

NB Interpretation

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

7. Project Management

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

7.7.5. Contractors

CR 5. (3)(b)

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

Company:

Activity:

Address

Contact person:

Contact numbers:

Telephone –

Cellular –

Facsimile –

Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone -

Cellular -

Facsimile

Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone -

Cellular -

Facsimile

Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone –

Cellular –

Facsimile –

Email

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone -

Cellular

Facsimile -

Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone -

Cellular –

Facsimile

Email:

Company:

Activity:

Address:

P O Box

Contact person:

Contact numbers:

Telephone –

Cellular –

Facsimile –

Email:

Company:

Activity:

Address:

P O Box 1254 –

Contact person:

Contact numbers:

Telephone –

Cellular –

Facsimile

Email:

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

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

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

7.7.6. Designation of the Health and Safety Representative / s

Act sect 18

Mr _____ is a designated health and safety representative.

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

Act sect 18(1) (g)

7.7.7. Appointment as the Risk Assessor / Facilitator.

C R 7(1)

Mr _____ is appointed to identify and record the risks associated with tasks being or that will be performed.

These assessments must be reviewed as and when necessary.

7.7.8. Scaffold Inspector:

C R 14(2)

Mr _____ is appointed for this project.

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

8. Incident Management – Occupational Health and Safety

8.1. Incidents and or injuries

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

TARGET - NO FATAL OR DISABLING INJURIES

Report to inspector regarding certain incidents

Sect 24

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

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

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

Domestic incidents are excluded.

Definitions.

Accident

COID Def

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

Occupational disease

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

Occupational injury

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

Classifications.

Fatal - Where the employee dies.

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

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

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

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

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

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

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

8.1.2. Reporting.

COIDA

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

8.1.3. Recording.

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

8.1.4 Investigation.

Sect 31 The

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

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

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

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

8.1.5. Analysis.

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

8.1.6. Statistics.

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

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

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

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

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

- 8.1.7. Occupational disease / conditions
These must be reported and recorded as prescribed.

COIDA

- 8.1.8. Medical certificate of fitness.
A medical certificate of fitness, valid for 1 year must be available on the premises at all times for employee working on or operating the following:
i) *working in an elevated position,*

R

8. (2)(b)
i. *suspended platform,*
ii. *Cranes – mobile - tower*
iii. *Construction vehicles.*
During the process of task analyses and or risk assessment it is possible that
other tasks may indicate that a medical certificate of fitness is necessary. The prescribed conditions will apply as though it was legislated.

CR 15(12) (a)

CR 20(g)

CR21 (1) (d)(ii)

CR 7. (1)

8.2. Health and Safety Committee

Sect 19(4)

8.2.1. Composition.

Sect 19

The duly nominated, elected and designated employees, as health and safety representatives will serve on a health and safety committee. The Health and safety representatives will be required to attend the health and safety committee meetings. The Client and his appointed Construction Safety Officer are ex-officio members.

8.2.2. Meetings.

Meetings will be held on the day, date, time and place as mutually agreed upon by the health and safety representatives and management. The frequency will also be determined by the aforementioned.

Where the Principle Contractor has established a Health and Safety Committee the designated Health and Safety Representative shall serve on the Committee and the formula applied.

8.3. Legal compliance audits

8.3.1. Audit schedule

The attached schedule or a similar one approved by the Client and or the Principle Contractor must be used. The person conducting the assessment must report in writing any major deviations observed and where reasonable, practicable the corrective action recommended, the party responsible to take the action and a date by which such must be implemented.

8.3.2. Audit frequency.

An internal legal compliance audit will be conducted monthly.

CR 4. (1)

A legal compliance audit will be conducted by an external / independent auditor one (1) per month.

8.3.3. Analysis.

Each audit report must be tabled and discussed at the next relevant health and safety committee meeting. The chairman shall make any appropriate comments and or recommendations and sign the minutes. The Client, Principle Agent must receive a copy of the minutes. The audit of the Contractors must be consolidated, analysed and submitted to the principle Contractor and the client. The findings will be documented, analyses and recommendations made. Where necessary the client / agent will be consulted with to ascertain if additional resources and or finances are required. The action agreed on i.e. the responsible man test - and the time scheduling must be implemented. As the project progresses it may become necessary to increase the frequency of audits.

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

9. Log books and Registers.

9.1. First aid Equipment

GSR 3(3)

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

9.2. Fire fighting appliances,

Mr _____ is appointed to inspect at the prescribed interval and record his findings in the appropriate register.

CR 27 (g) findings in

9.3. Access Scaffolding.

Mr _____ has been appointed to inspect access scaffolding as prescribed.

10. Risk Management

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

Mr _____ is appointed the competent person to conduct the risk assessment.

11. Education and Training

11.1. Induction Training

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

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

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

11.2. Site-specific training.

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

12. Evacuation procedure

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

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

12.3. Definition of an emergency:

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

12.4. Alarm

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

12.5. Employee response to an alarm.

Stop working,

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

Report to your Supervisor

12.6. Employee response to the all-clear signal.

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

Fire: _____ 3 Short sharp blasts

Serious Incident : _____ Long – short – long blasts

All clear : _____ 5 seconds

13. Environmental Management.

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

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

14. Ergonomics

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

15 Health and Safety Communication

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

16. Safe work procedures.

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

17. Personal Protective Clothing and equipment.

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

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

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

18. Project / Site Security.

18.1. Barricading and maintenance

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

18.2. Access control

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

19. Implementation costs.

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

19.1. Administration

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

19.2. Training and Education

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

19.3. Legal compliance audits and reports.

Monthly or as required by the client.

19.4. Personal Protective Equipment and Clothing.

19.5. Other.

Site-specific requirements are to be specified.

Conclusion

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

Client

Name	Signature	Designation	Date
------	-----------	-------------	------

Principle Contractor

Name	Signature	Designation	Date
------	-----------	-------------	------

Principle Contractor

Name	Signature	Designation	Date
------	-----------	-------------	------

Draft

"PREVIEW COPY ONLY"

C1.3 FORMS OF SECURITIES

"PREVIEW COPY ONLY"

Part C1

Form of Offer and Agreement

"PREVIEW COPY ONLY"

C1.3 FORMS OF SECURITIES

Pro-formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Short Contract (June 2005) (ECSC3)

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

Option X13: Performance Bond

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

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

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

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

Drafting instructions:

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

C1.3 FORMS OF SECURITIES

Pro-formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Short Contract (June 2005) (ECSC3)

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

Option X13: Performance Bond

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

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

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

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

Drafting instructions.

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

Pro forma Performance Bond (for use with Option X13)

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

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

Date:

Dear Sirs,

Performance Bond for Contract NoSIM15002CIDB

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

Transnet Freight Rail, A Division of Transnet SOC Ltd

(the Employer) and

{Insert registered name and address of the Contractor}

(the Contractor), for

Upgrade of E-learning: Millsite

(the works).

I/We the undersigned

on behalf of the Surety

of physical address

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

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

4. This bond will lapse on the earlier of
- the date that the Surety receives a notice from the *Project Manager* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Surety is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of
- (say) _____
- R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 2011

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)



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

27 May 2015

To Whom It May Concern

CONFIRMATION OF INSURANCE: TRANSNET (SOC) Limited Principal Controller 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. 472010317

The Insured's Company Registration No. 1990/001900/30

Postal Address (Head Office) PO 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

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 Holland Insurance Company
Limited
Company Registration Number:
1998/011075/07
VAT Registration Number:
4450117405
Financial Services Provider Number:
9130
Percentage of Whole:
35%

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

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

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

Deductibles:

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

In respect of loss or damage:

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

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

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

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

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

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

Deductibles:

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

Public Liability

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

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

Professional Indemnity

Primary Layer

The Insurers:

Risk Technical Services (Pty) Ltd for and on behalf of RMB Structured Insurance Limited
Company Registration Number:

2005/001652/07

Financial Services Provider Number:
41202

Followed by various underwriters

Design & Construct R 25,000,000 in aggregate plus 1 reinsurance statement

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 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 7163 | f +27 86 505 9558 | m +27 83 452 8281

Blackberry Piv: 2146F108

george_davis@aon.co.za | www.aon.co.za

TRANSNET



Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

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

(This specification shall be used in network operator contracts)







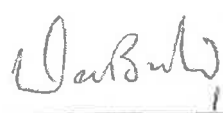

"PREVIEW COPY ONLY"

Circulation Not Restricted

© This document as a whole is protected by copyright. The information herein is the sole property of Transnet SOC Ltd. It may not be used, disclosed or reproduced in part or in whole in any manner whatsoever, except with the written permission of and in a manner permitted by the proprietors.

(This page not to be issued with contract)

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

Author:	Project Manager Capital Program (Electrical)	G. Maposa	
Approved:	Senior Engineer Infra Engineering (Train Authorisation Systems)	J. van den Berg	
"	Principal Engineer Infra Engineering (Track)	M. Marutla	
"	Principal Engineer Infra Engineering (Structures)	J. Homan	
"	Principal Engineer Infra Engineering (Electrical)	J. Vosloo	
"	Principal Engineer Technology Management (Electrical)	W. Coetzee	
"	Chief Engineer Transport Telecoms	D. Botha	 17 June 11
Authorised:	Chief Engineer Infrastructure Engineering	J. van Aardt	 2011/06/30

Date: May 2011

(This page not to be issued with contract)

TRANSNET



Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

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

(This specification shall be used in network operator contracts)

"PREVIEW COPY ONLY"

Circulation Not Restricted

© This document as a whole is protected by copyright. The information herein is the sole property of Transnet SOC Ltd. It may not be used, disclosed or reproduced in part or in whole in any manner whatsoever, except with the written permission of and in a manner permitted by the proprietors.

CONTENTS

<u>CLAUSE</u>	<u>HEADING</u>	<u>PAGE</u>
1.0	SCOPE	3
2.0	DEFINITIONS	3
PART A - GENERAL SPECIFICATION		
3.0	AUTHORITY OF OFFICERS OF TRANSNET	4
4.0	CONTRACTOR'S REPRESENTATIVES AND STAFF	4
5.0	OCCUPATIONS AND WORK PERMITS	4
6.0	SPEED RESTRICTIONS AND PROTECTION	5
7.0	ROADS ON THE NETWORK OPERATOR'S PROPERTY	5
8.0	CLEARANCES	5
9.0	STACKING OF MATERIAL	5
10.0	EXCAVATION, SHORING, DEWATERING AND DRAINAGE	5
11.0	FALSEWORK FOR STRUCTURES	6
12.0	PILING	6
13.0	UNDERGROUND SERVICES	6
14.0	BLASTING AND USE OF EXPLOSIVES	6
15.0	RAIL TROLLEYS	7
16.0	SIGNAL TRACK CIRCUITS	7
17.0	PENALTY FOR DELAYS TO TRAINS	7
18.0	SURVEY BEACONS AND PEGS	7
19.0	TEMPORARY LEVEL CROSSINGS	8
20.0	COMPLETION OF THE WORKS	8
21.0	PROTECTION OF PERSONS AND PROPERTY	9
22.0	INTERFERENCE WITH THE NETWORK OPERATOR'S ASSETS AND WORK ON OPEN LINES	10
23.0	ACCESS, RIGHT-OF-WAY AND CAMPSITES	10
24.0	SUPERVISION	10
25.0	HOUSING OF EMPLOYEES	10
26.0	OPTICAL FIBRE CABLE ROUTES	10
PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE ELECTRICAL EQUIPMENT		
27.0	GENERAL	11
28.0	WORK ON BUILDINGS OR FIXED STRUCTURES	11
29.0	WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING AND UNLOADING	11
30.0	USE OF EQUIPMENT	12
31.0	CARRYING AND HANDLING MATERIAL AND EQUIPMENT	12
32.0	PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE AND TREES ETC.	12
33.0	USE OF WATER	13
34.0	USE OF CONSTRUCTION PLANT	13
35.0	WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT	13
36.0	TRACTION RETURN CIRCUITS IN RAILS	13
37.0	HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY THE NETWORK OPERATOR	14

1.0 SCOPE

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

2.0 DEFINITIONS

The following definitions shall apply:

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

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

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

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

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

"Dead" - Isolated and earthed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART A - GENERAL SPECIFICATION

3.0 AUTHORITY OF OFFICERS OF TRANSNET

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

4.0 CONTRACTOR'S REPRESENTATIVES AND STAFF

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

5.0 OCCUPATIONS AND WORK PERMITS

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

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

6.0 SPEED RESTRICTIONS AND PROTECTION

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

7.0 ROADS AND ROADS ON THE NETWORK OPERATOR'S PROPERTY

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

8.0 CLEARANCES

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

9.0 STACKING OF MATERIAL

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

10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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

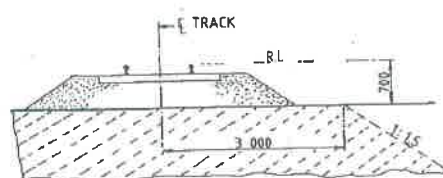


Fig. 1.

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

11.0 FALSEWORK FOR STRUCTURES

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

12.0 PILING

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

13.0 UNDERGROUND SERVICES

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

14.0 BLASTING AND USE OF EXPLOSIVES

- 14.1 When blasting within 50m of a railway line, the Contractor shall observe the requirements stipulated in this specification.
- 14.2 No blasting shall be carried out except with the prior written permission of the Contract Supervisor and under such conditions as he may impose.
- 14.3 On electrified lines the Contractor shall also obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days notice of his intention to blast. No blasting shall be done in the vicinity of electrified lines unless a member of the network operator's electrical personnel is present.
- 14.4 The Contractor shall arrange for the supply, transport storage and use of explosives.
- 14.5 The Contractor shall have labour, tools and plant, to the satisfaction of the Contract Supervisor, available on the site to clear immediately any stones or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the network operator.
- 14.6 The Contractor shall notify the Contract Supervisor of his intention to blast at least 21 days before the commencement of any blasting operations.
- 14.7 Before any blasting is undertaken, the Contractor and the Contract Supervisor shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any existing cracking or damage to such structures, etc. The Contractor, shall, subject to the provisions stipulated in the Contract Insurance Policy, make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Contract Supervisor, was directly caused by the blasting.
- 14.8 After completion of the blasting the Contractor shall obtain a written clearance from each landowner in

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

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

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

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

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

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

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

(ii) when blasting may take place;

(iii) when blasting actually takes place; and

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

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

15.0 RAIL TROLLEYS

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

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

16.0 SIGNAL TRACK CIRCUITS

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

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

17.0 PENALTY FOR DELAYS TO TRAINS

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

18.0 SURVEY BEACONS AND PEGS

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

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

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

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

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

19.0 TEMPORARY LEVEL CROSSINGS

- 19.1 The Contract Supervisor may, on request of the Contractor, and if necessary for the purpose of execution of the Works, permit the construction of a temporary level crossing over a railway a line at a position approved by the Contract Supervisor and at the Contractor's cost. The period for which the temporary level crossing is permitted will be at the discretion of the Contract Supervisor.
- 19.2 The Contractor will provide protection and supervise the construction of the road over the track(s) and within the railway servitude at the level crossing, as well as the erection of all road signs and height gauges. All cost to be borne by the applicant.

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

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

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

20.0 COMPLETION OF THE WORKS

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

21.0 PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

24.0 SUPERVISION

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

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

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

24.4 The Contractor or his duly authorised agent shall be available on the site at all times while the Works are in progress to receive the orders and directions of the Contract Supervisor.

25.0 HOUSING OF EMPLOYEES

25.1 The Contractor shall, where necessary, make his own arrangements for suitable housing of his employees. Where temporary housing is permitted by the Contract Supervisor on any part of the site, the Contractor shall provide suitable sanitation, lighting and potable water supplies in terms of the requirements of the local authority or the current network operator's specification; Minimum Communal Health Requirements in Areas outside the Jurisdiction of a Local Authority - E.4B, as applicable.

25.2 Fouling the area inside or outside the network operator's boundaries shall be prevented. The Contractor will be called upon by the Contract Supervisor to dispose of any foul or waste matter generated by the Contractor.

26.0 OPTICAL FIBRE CABLE ROUTES

26.1 The Contractor shall not handle, impact, move or deviate any optical fibre cable without prior approval.

26.2 Works that in any way affect the optical fibre cable requires prior approval from the Contract Supervisor

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

"PREVIEW COPY ONLY"

PART B - SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE ELECTRICAL EQUIPMENT**27.0 GENERAL**

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

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

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

28.0 WORK ON BUILDINGS OR FIXED STRUCTURES

- 28.1 Before any work is carried out, measurements are taken on any part of a building, fixed structure or earthworks of any kind above ground level situated within 3 metres of "live" high-voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.
- 28.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or scaffolding for any part of the Works.
- 28.3 The shuttling for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

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

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

local depot examining officer.

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

30.0 USE OF EQUIPMENT

30.1 Measuring Tapes and Devices

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

30.2 Portable Ladders

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

31.0 CARRYING AND HANDLING MATERIAL AND EQUIPMENT

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

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

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

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

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

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

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

33.0 USE OF WATER

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

34.0 USE OF CONSTRUCTION PLANT

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

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

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

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

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

35.0 WORK PERFORMED UNDER DANGEROUS CONDITIONS UNDER COVER OF A WORK PERMIT

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

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

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

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

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

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

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

36.0 TRACTION RETURN CIRCUITS IN RAILS

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

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

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

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

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

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

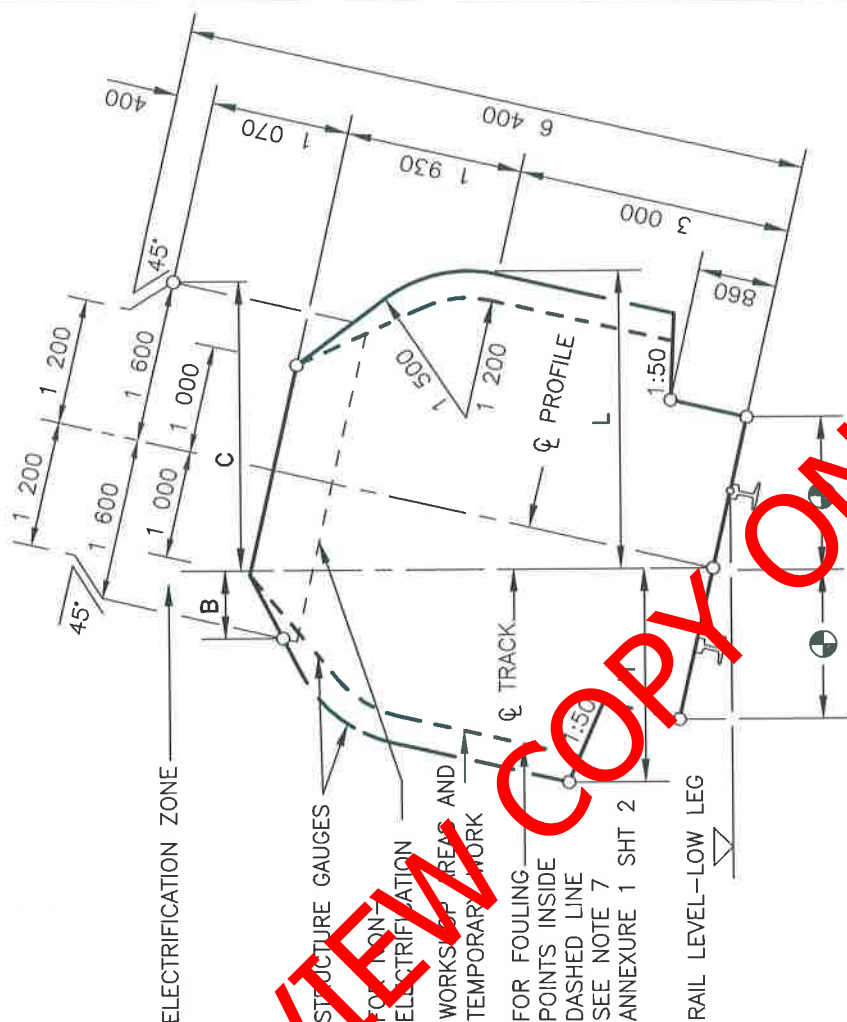
Such equipment includes:-

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


END

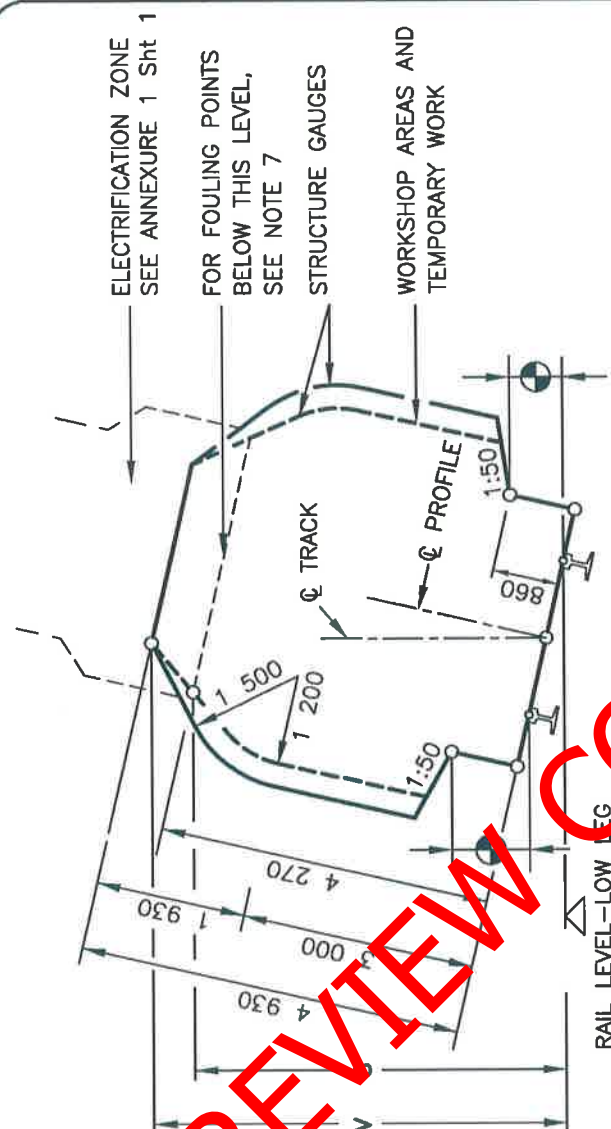
"PREVIEW COPY ONLY"

RADIUS (m)	WITH CANT		NO CANT	WITH CANT	
	H (mm)	L (mm)		H & L	C (mm)
90	2 730	3 090	2 780	1 130	2 100
100	2 700	3 030	2 750	1 100	2 050
120	2 650	2 970	2 700	1 160	2 000
140	2 620	2 920	2 660	1 175	1 950
170	2 590	2 870	2 630	1 190	1 870
200	2 570	2 820	2 600	1 205	1 850
250	2 550	2 790	2 580	1 230	1 820
300	2 540	2 760	2 560	1 250	1 800
350	2 530	2 730	2 540	1 270	1 890
400	2 520	2 710	2 530	1 290	1 875
500	2 510	2 680	2 520	1 320	1 850
600	2 500	2 660	2 510	1 340	1 830
800	2 490	2 620	2 500	1 365	1 790
1 000	2 480	2 600	2 490	1 380	1 760
1 200	2 480	2 580	2 490	1 200	1 730
1 500	2 480	2 550	2 480	1 415	1 700
2 000	2 480	2 500	2 480	1 440	1 660
3 000	2 470	2 470	2 470	1 500	1 600
>5 000	2 460	2 460	2 460	1 600	1 600



REMARKS:

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



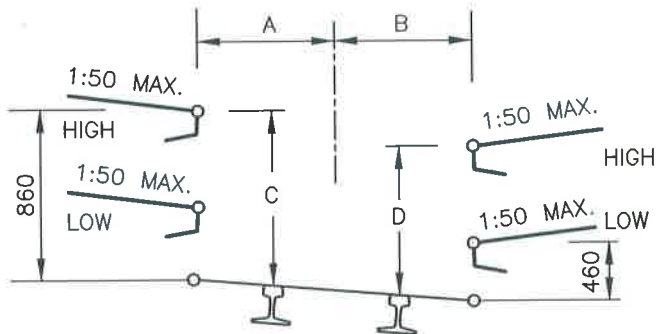
LOCATION	RADIUS (mm)	NOT ELECTRIFIED S (mm)	ELECTRIFIED (PRESENT OR FUTURE)	
			3kV & 25kV V (mm)	50kV V (mm)
* BELOW THOSE INDICATED BY ALL AREAS OTHER THAN	100	4 470	5 050	5 400
	300	4 410	5 020	5 370
	600	4 370	5 000	5 350
	1 000	4 350	4 990	5 340
	1 500	4 310	4 960	5 310
	2 000	4 290	4 940	5 290
	>3 000	4 270	4 930	5 280
* OVER OR NEAR POINTS AND CROSSING IF REQUIRED BY ELECTRICAL IRRESPECTIVE OF RADIUS			5 650	6 000

REMARKS:

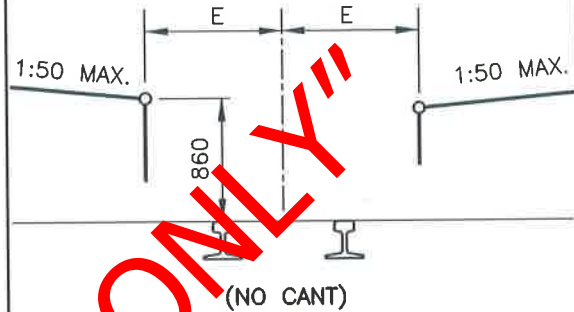
1. V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
2. S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR APPLICATION AT CURVES
 - 4.1 APPLY INCREASED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

PLATFORMS : TRACK GAUGE 1 065mm

PASSENGERS




GOODS

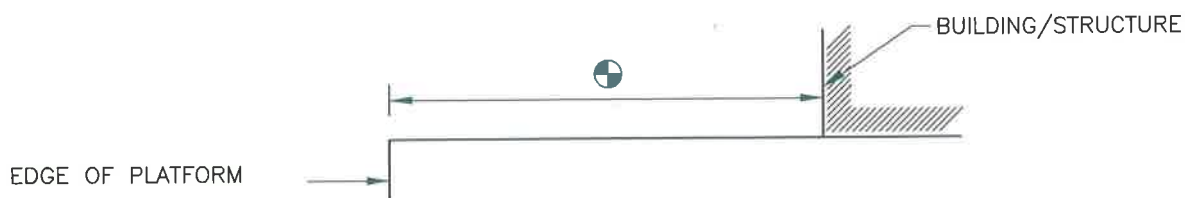


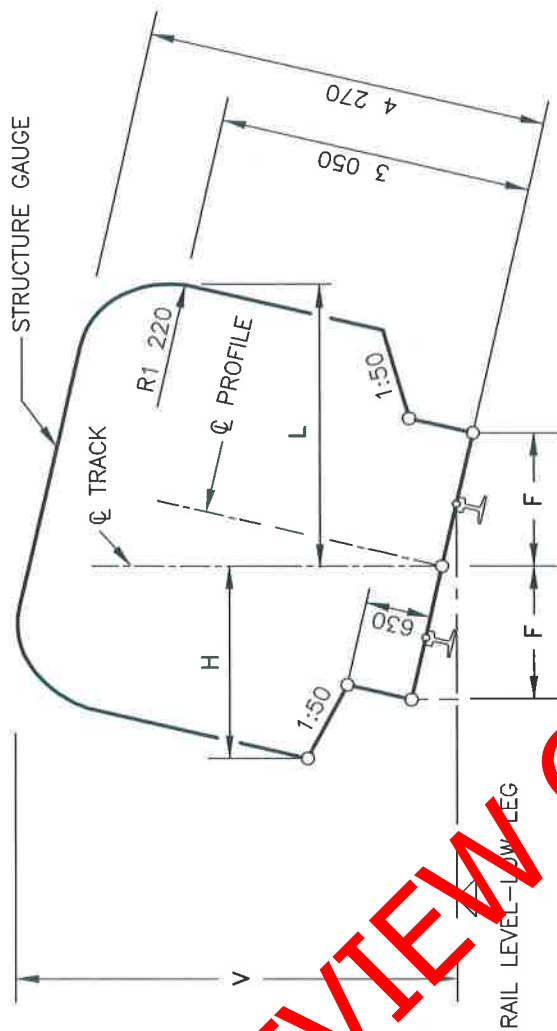
RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
350	1 520	1 560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

REMARKS:

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

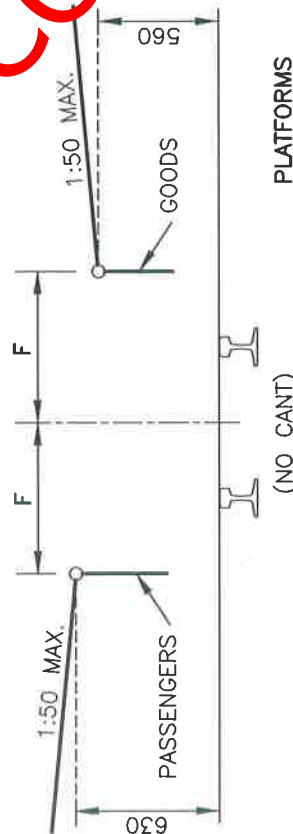
STRUCTURES ON PLATFORMS : 1 065mm AND 610mm TRACK GAUGE





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

RADIUS (m)	WITH CANT		NO CANT H & L (mm)	V (mm)
	H (mm)	L (mm)		
50	2 370	2 490	2 400	4 280
70	2 310	2 420	2 330	4 240
100	2 260	2 370	2 280	4 210
140	2 220	2 340	2 250	4 310
200	2 200	2 300	2 220	4 300
300	2 190	2 270	2 200	4 300
500	2 180	2 230	2 190	4 290
700	2 170	2 200	2 180	4 270
1 000	2 170	2 170	2 170	4 270
>2 000	2 160	2 160	2 160	4 270



REMARKS:

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