

## **Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

**MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK TRACK BALLAST TAMPING DUAL  
PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS.**

<b>RFP NUMBER</b>	<b>: SIC23006CIDB (HOAC-HO-41528)</b>
<b>ISSUE DATE</b>	<b>: 31 MAY 2023</b>
<b>CLARIFICATION DATE</b>	<b>: 09 JUNE 2023</b>
<b>CLOSING DATE</b>	<b>: 15 JUNE 2023</b>
<b>CLOSING TIME</b>	<b>: 10h00 am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 WEEKS FROM CLOSING DATE</b>
	<b>: 07 SEPTEMBER 2023</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

<b>DESCRIPTION</b>	<b>MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS</b>
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b>
<b>CLOSING DATE</b>	<b>10:00am on 15 June 2023</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

#### 2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website

(<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer. The below requirements will be verified under Objective Criteria:
  - Letter indicating that the bidder owns the machine OR signed/stamped leasing agreement between the machine owner and the preferred bidder. The leasing agreement MUST contain the contact details (telephone and email address) of the Leaser for the ease of verification purposes.
  - Letter of Commitment indicating that the bidder will be able to render services within Seven days.
  - The successful bidder will be required to have a complete number of the required machines or have means of sourcing the entire machines by the time the Bid is awarded.
  - Verify with the preferred bidder if the bidder has the complete number of machines or there's other outsourcing requirement for additional machines.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
  - 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
  - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
  - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
  - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [T2.2-24], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
  - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer :
    - *unduly high or unduly low tendered rates or amounts in the tender offer;*
    - *contract data of contract provided by the tenderer; or*
    - *the contents of the tender returnables which are to be included in the contract.*
  - 4.13. The affordability and premium to be paid for when awarding business to the bidder who is not necessarily the highest ranked bidder will be considered, but this will be limited to 10% premium. Premiums above 10% up to 15% to be negotiated with the alternate suppliers other than the first preferred bidder.
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference  
number.....(Tender Data)

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**

## RFP CLARIFICATION REQUEST FORM

**RFP No: SIC23006CIDB (HOAC FDT 41528)**

RFP deadline for questions / RFP Clarifications: **12:00pm 09 June 2023**

TO: Transnet SOC Ltd  
 ATTENTION: Governance, Transnet Freight Rail Tender Office  
 EMAIL: [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net)  
 Cc: Caroline.moerane@transnet.net  
 DATE: \_\_\_\_\_  
 FROM: \_\_\_\_\_

Indicate whether this query is general in nature and applicable to all service categories Yes ☐ No ☐

1. For all clarification questions **prior** to the tender closing date and time, direct the communication to the RFP Administrator at [Caroline.moerane@transnet.net](mailto:Caroline.moerane@transnet.net)
2. For all clarification questions **after** the tender closing date and time, direct the communication to:

TO: Transnet SOC Ltd  
 ATTENTION: Governance, Transnet Freight Rail Tender Office  
 EMAIL: [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net)  
 Cc: Caroline.moerane@transnet.net  
 DATE: \_\_\_\_\_  
 FROM: \_\_\_\_\_

REQUEST FOR RFP CLARIFICATION
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SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

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

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

\_\_\_\_\_  
NAME OF WITNESS

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS AND INTENTION TO TENDER**

(To be returned: By 09 June 2023)

**RETURN** Transnet Freight Rail

Project N/A

**TO:** Attention:

No.:

Lerato Morailane, and Caroline  
Moerane

Email:

**Tender** SIC23006CIDB (HOAC HO 41528)[Lerato.Morailane@transnet.net](mailto:Lerato.Morailane@transnet.net)**No.:**[Caroline.moerane@transnet.net](mailto:Caroline.moerane@transnet.net)

Tender

Closing **15 June 2023**

Date:

**MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE  
MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS****Check****We: Do wish to tender** for the work and shall return our tender by the due  
date above**Yes** ☐**Do not wish to tender** on this occasion and herewith return all your  
documents receive**No** ☐**Company Name**\_\_\_\_\_**Company  
Representative**\_\_\_\_\_**Designation**\_\_\_\_\_**Address**\_\_\_\_\_**Contact Number**\_\_\_\_\_**Email Address**\_\_\_\_\_**Signature:** \_\_\_\_\_***NB: Bidders are required to return this document after downloading the tender document from the  
National Treasury eTender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) or  
[www.transnetfreightrailfr.net/Supplier/Pages/Tenders.aspxso](http://www.transnetfreightrailfr.net/Supplier/Pages/Tenders.aspxso) that all clarifications can be sent to them***



## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to Tender data for detail 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 in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
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
<b>Part C: The contract</b>	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions: Option A C2.2 Price List
Part C3: Scope of work	C3.1 Service Information
Part C4: Affected Property	C4.1 Affected Property
C.1.4 The Employer's agent is:	Procurement Officer

Name: Caroline Moerane  
Address: 15 Girtton Road, Inyanda House 2, Parktown  
Tel No. 011 584 -0626  
E – mail [Caroline.moerane@transnet.net](mailto:Caroline.moerane@transnet.net)

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C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

**1) Stage One - Eligibility in terms of the Construction Industry Development Board:**

- Only those 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 higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **6CE or higher** class of construction work, are eligible to have their tenders evaluated.
- Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

- 1) every member of the joint venture is registered with the CIDB;
- 2) the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; 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 6CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- 4) The tenderer shall provide a certified copy of its signed joint venture agreement.

***Any tenderer that fails to meet the above criteria will be regarded as an unacceptable tender.***

**2) Stage Two: B-BBEE and Preference points system**

Commercial Scoring: 80 Points  
B-BBEE: 20 Points

**3) Stage Three: Due diligence**

Transnet will conduct due diligence on preferred bidders to verify and validate bid submissions on the following:

- Financial Stability:

- Financial ratios
- Gearing Ratio, Capacity/ Liquidity, Profitability, ROE, ROA, Interest Cover, Cash Flow.
- All Risk Assessments (ARA) (where applicable)
  - Health and Safety and Risk and Environmental will only be assessed.
- Health and Safety (T2.2-05)
- Risk Management (T2.2-06)
- Environmental Management (T2.07)
- The result of the financial risk assessment conducted on Bidders' proposals, and
- The results of the due diligence exercise will be considered in a risk assessment by Transnet and where significant risks cannot be mitigated by the bidder this could lead to the Bidder being disqualified as per clause 3 and clause 5 of the Transnet Integrity Pact.
- TFR affordability in terms of market related pricing to be negotiated
- Transnet reserves the right to conduct a further due diligence exercise on preferred bidder(s) in order to verify and validate their bid submissions. The due diligence will also be used to verify the capacity of the bidders, to mitigate any risk for operations that Transnet cannot mitigate. The outcome of the due diligence will be applied as objective criteria.

#### **4) Stage Four: Objective criteria**

Transnet reserves the right to overlook the preferred bidder(s) if they do not meet the requirements stated under the Objective Criteria. Due to the urgency of the project, Objective Criteria will be used to verify the capacity of the bidders, to mitigate any risk for operations that Transnet cannot mitigate. The below requirements will be verified under Objective Criteria:

- Letter indicating that the bidder owns the machine OR signed/stamped leasing agreement between the machine owner and the preferred bidder. The leasing
- agreement MUST contain the contact details (telephone and email address) of the Leaser for the ease of verification purposes.
- Letter of Commitment indicating that the bidder will be able to render services within Seven (7) days.
- The successful bidder will be required to have a complete number of the required machines or have means of sourcing the entire machines by the time the Bid is awarded.

- Verify with the preferred bidder if the bidder has the complete number of machines or there's other outsourcing requirement for additional machines.
- The affordability and premium to be paid for when awarding business to the bidder who is not necessarily the highest ranked bidder will be considered, but this will be limited to 10% premium. Premiums above 10% up to 15% to be negotiated with the alternate suppliers other than the first preferred bidder.

### **5) Stage Five: Award**

Transnet will negotiate the final terms and condition of the contract with the successful Respondent(s). This may include aspects such as price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s)

### **6) Step Six: Post Tender Negotiations**

Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,

- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

### **7) Step Seven: Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid either by way of a Form of Offer and Acceptance where Transnet will negotiate the final terms and conditions of the contract with the successful Respondent(s). Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

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C.2.7 **Tenderers are required to submit their Acknowledgment of Receipt of Documents and Intention to Tender** to [Lerato.morailane@transnet.net](mailto:Lerato.morailane@transnet.net) and cc [Caroline.moerane@transnet.net](mailto:Caroline.moerane@transnet.net) not later than **09 June 2023**.

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C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language**.

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer  
 C.2.15.1 package are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: SIC23006CIDB (HOAC HO 41528)
- The Tender Description: Maintenance of railway track with on-track ballast tamping dual purpose machines for north corridor for a period of 30 days

Documents must be marked for the attention of: ***Employer's Agent: Caroline Moerane***

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:

Time: **10:00am** on the **15 June 2023**

Location: The Transnet e-Tender Submission Portal:  
 (<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

C.2.16 The tender offer validity period is **12 weeks [07 September 2023]** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. A valid CIDB certificate in the correct designated grading;

4. Proof of registration on the Central Supplier Database;

5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

**Note:** Refer to Section T2.1 for List of Returnable Documents

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes,

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

**Note:** Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

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- C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders 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;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly 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 and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered

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by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

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**STAATSKOERANT, 8 AUGUSTUS 2019**

**DEPARTMENT OF PUBLIC WORKS  
NOTICE 423 OF 2019**

**STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION  
WORKS CONTRACTS  
AUGUST 2019**

## **Annex C**

### **Standard Conditions of Tender**

#### **C.1 General**

##### **C.1.1 Actions**

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender Process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any*



*decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### **C.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

### **C.1.3 Interpretation**

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are Included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for Tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

### **C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender Invitation for the second time.

### **C.1.6 Procurement procedures**

#### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

#### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, Specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or

distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5)

working days before the closing time stated in the tender data.

### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes

Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning

tender.

### **C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number Of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

### **C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

### **C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

### **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**C.3 The employer's undertakings****C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up To five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.





C.3.1.2 Consider any request to make a material change in the capabilities or formation of the Tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**



C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the



contract, or

- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections Required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.



### **C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

**The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:**

#### **Requirement Qualitative interpretation of goal**

**Fair** The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

**Equitable** Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

**Transparent** The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

**Competitive** The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

**Cost effective** The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers

- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by

The employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

### **C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

## T2.1 List of Returnable Documents

### 2.1.1 These schedules are required for eligibility purposes:

**T2.2-01** Eligibility in terms of the Construction Industry Development Board: 6CE or higher

### 2.1.2 Returnable Schedules:

- T2.2-04** Schedule of Machines
- T2.2-05** Health and Safety Management
- T2.2-05a** Tender Safety, Environmental and Risk Objective Questionnaire
- T2.2-06** Risk Management Plan
- T2.2-07** Environmental Management Plan
- T2.2-09** Changes to tender document
- T2.2-10** Affected Property
- T2.2-11** Authority to submit tender
- T2.2-12** Record of addenda to tender documents
- T2.2-13** Letter of Good Standing
- T2.2-17** Availability of Equipment and Other Resources

### Agreement and Commitment by Tenderer:

- T2.2-15** Compulsory Enterprise Questionnaire
- T2.2-18** Supplier Code of Conduct
- T2.2-19** Unilateral Non-Disclosure Agreement
- T2.2-20** Supplier declaration form
- T2.2-21** RFQ Declaration Form
- T2.2-22** Certificate of Acquaintance with Tender Document Pact
- T2.2-23** Service Provider Integrity Pact
- T2.2-24** Request for quotation – Breach of law
- T2.2-28** Confirmation of machine/s ownership
- T2.2-29** Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-31** Proposed Sub-Contractors

### **1.3.2 Bonds/Guarantees/Financial/Insurance:**

**T2.2-25** Insurance provided by the Contractor

**T2.2-26** Three (3) years audited financial statements

**2.2** C1.1 Offer portion of Form of Offer & Acceptance

**2.3** C1.2 Contract Data Part 2 (Data by *Contractor*)

**2.5** C2.2 Price List



## C1.1: Form of Offer & Acceptance

### Offer

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

#### **DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS**

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

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

The offered total of the Prices exclusive of VAT is	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(in words)	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name & signature of witness

(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____

## C1.2 Contract Data

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:  dispute resolution Option  and secondary Options	<b>A: Priced contract with price list</b>  <b>W1: Dispute resolution procedure</b>  <b>X2: Changes in the law</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b> <b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:  Address	<b>Transnet SOC Ltd</b>  Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
10.1	The <i>Service Manager</i> is (name):  Address  Tel  e-mail	<b>Rhulani Khosa</b>  <b>Inyanda House 1, 21 Wellington Road,</b> <b>Parktown, 2193</b>  <b>011 544 9550</b>  <a href="mailto:rhulani.khosa@transnet.net">rhulani.khosa@transnet.net</a>
11.2(2)	The Affected Property is	<b>North Corridor Track Routes for the following Depot's: (Ermelo, Koedoespoort, Vryheid, Richards Bay and Isando)</b>
11.2(13)	The <i>service</i> is	<b>Maintenance of railway track with ballast regulators</b>

11.2(14)	The following matters will be included in the Risk Register	<p>(a) Cancellation of track occupations at short notice.</p> <p>(b) The shortage of pilots to move the machine between depots.</p> <p>(c) Work on railway track near live OHTE electrical equipment holds a danger of electrocution of workers.</p> <p>(d) Working on a railway line adjacent to lines on which rail traffic continues to run holds the risk of injury or death to workers.</p> <p>(e) Dry vegetation at or near most worksites, a fire hazard.</p> <p>(f) Oil Spillage and waste disposal</p> <p>(g) Machine working on sharp curves and steep gradients</p>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>5 days</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>5 days of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>11 July 2023</b>
30.1	The <i>service period</i> is	<b>Thirty (30) Days</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the conditions of contract.</b>

<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional Employers risks	<b>None</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The Total of the Prices.</b>
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The Total of the Prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The Total of the Prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	

W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is  The place where arbitration is to be held is  The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>  <b>Johannesburg, South Africa</b>  <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Nil.</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The cost of correcting the defect.</b>



X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>In respect of the Contract, the total of the Prices for the Contract other than for the additional excluded matters.</b></p> <ul style="list-style-type: none"> <li>• The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</li> <li>• The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</li> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> </ul> <p>death of or injury to a person and infringement of an intellectual property right</p>
X18.5	The end of liability date is	<b>6 (Six) months after the completion of the services at a specific Affected Property</b>
X19	Task Order	
X19.3	Amount of delay damages for every day that elapses between the Task Order Completion Date and Task Order Completion is	<b>2.5% of the total of the Prices of the Task Order as at the date of issue thereof subject to a maximum of 15% of the total of the Prices at such date.</b>
X19.5	The Contractor submits a Task Order programme to the Service Manager within	<b>5 (five) days of receiving the Task Order.</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	
<b>Z1</b>	<b>Obligations in respect of Termination</b>	
Z1.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> </ul> <p>repudiated this Contract (R23)</p>



Z1.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows:  Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z1.3		<ul style="list-style-type: none"> <li>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</li> </ul>
<b>Z2</b>	<b>Right Reserved by Transnet to Conduct Vetting through SSA</b>	
Z2.1		<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> <li>Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li> <li>Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol>
<b>Z3</b>	<b>Additional clause relating to Collusion in the Construction Industry</b>	
Z3.1		The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
<b>Z4</b>	<b>Protection of Personal Information Act</b>	
Z4.1		The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):  Address  Tel No.  Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	.....%
	The <i>subcontracted fee percentage</i> is	.....%
11.2(14)	The following matters will be included in the Risk Register	.....
24.1	The key persons are:  1      Name:  Job:  Responsibilities:  Qualifications:  Experience:  2      Name:  Job:  Responsibilities:  Qualifications:  Experience:	
		CV's (and further key person's data including CVs) are in .....
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>C2.2</b>
11.2(19)	The tendered total of the Prices is	<b>R_____ excl. vat</b>

TRANSNET FREIGHT RAIL  
ENQUIRY: SIC23006CIDB HOAC\_HO\_ 0000041528

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING  
DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF THIRTY DAYS (1) MONTH.

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## Part C1.2: Contract Data

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## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions	2 - 7
C2.2	Price Lists	8-9

## C2.1 Pricing assumptions: Option A

### 1. GENERAL

#### 1.1 How work is priced and assessed for payment

**Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:**

Identified and 11  
defined terms 11.2 (12) The Price List is the price list unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price List which the Contractor has completed and  
where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

**Clause 50 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:**

Assessing the amount due  
50.2

The amount due is

- the Prices for the Services Provided to Date,
- plus, other amounts to be paid to the Contractor,
- less amounts to be paid by or retained from the Contractor.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as estimated quantities of service multiplied by a rate or a mix of both.

#### 1.2 Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Service in accordance with the Service Information". Hence the Contractor does not provide the Service in accordance with the Price List. The Price List is only a pricing document.

#### 1.3 Preparing the price list

Before preparing the price list, both the Employer and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the price list either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively, the Employer, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the Contractor to include in the price list to be prepared and priced by him.

It is assumed that in preparing or finalising the price list the Contractor:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A.
- Understands the function of the Price List and how work is priced and paid for.
- Is aware of the need to link priced rates with parameters for the volume of work involved in Providing the Service as contemplated in *price list* contained in section C2.2.
- Has listed and priced items in the price list which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the

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- 
- time of tender, as well as correct any Defects not caused by an Employer's risk. This should also include all liabilities and obligations set forth or implied in the Contract data, as well as any profit.
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items to fulfil the obligation to complete the service for the tendered total of the Prices.
  - Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the Contractor estimated at time of tender. The only basis for a change to the (lump sum) Prices is because of a compensation event.

## 2. FORMAT OF THE PRICE LIST

Entries in the first four columns in the price list in section C2.2 are made either by the Employer or the tendering contractor.

If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Estimated Quantity and Rate columns being left blank.

The pricing table contained in section C2.2 contemplates.

- (i) establishment fee paid monthly and
- (ii) volume based pricing with applicable rates based on actual volumes of work provided to the Contractor

The tendering contractor is required in the first row to provide its proposed monthly rate for establishment.

The remaining portion of the total of the Prices is determined through volume-based pricing, whereby the amounts finally due to the Contractor in each year within the *service period* are determined annually by applying the applicable rate to the actual volume of Works issued to the Contractor subject to the terms of the contract. In the interim period (prior to the annual assessment) the Contractor is paid an Interim Average Work Rate (as further described in paragraph 4.6 below), and the amount paid is reconciliated after the annual assessment.

In this regard the tendering contractor is required to propose the relevant rates for the defined parameters of works for items 2.1 to 2.4 of the Price List (as further described in paragraphs 4.2 to 4.5 below), from which an Interim Average Working Rate is determined by applying the price weighting percentage indicator stipulated by the Employer in the Price List.

## 3. GENERAL PRICING ASSUMPTIONS

- 3.1 The agreement is based on the NEC Term Service Contract.
- 3.2 It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 3.3 The Price List is not intended for the ordering of materials. Any ordering of materials, based on the Price List, is at the Contractor's risk.
- 3.4 The prices should cover the cost (as explained in par 1.3 above) for the work as described. The quantities set out in these Price Lists are estimates and do not necessarily represent the actual amount of work to be done per quantity item. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price Lists (refer to par 1.1 above).
- 3.5 The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Service Information.
- 3.6 For each item in the Price List, the *Contractor* shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material).

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3.7 The total in the Price List shall be exclusive of VAT and shall be transferred to form C1.1 (Form of Offer and Acceptance).

#### 4. MEASUREMENT AND PAYMENT FOR CONTRACT

This part C2 of the specification as well as any reference in part **C3** will apply to determine conditions under which payments for this contract are to be made.

This section must be read together with the Additional Definitions and Interpretation Provisions contained in the Z- Clauses contained in **Contract Data provided by the Employer (C1.2 TSC3 Contract Data)** and in particular **Clause ZD6** providing for the annual assessment of the amount due to the Contractor for Providing the Services.

Payment will be made for the actual Km tamped, in accordance with the rates tendered in the schedule of prices. The following information shall be recorded continually:

- (a) Tw, Tww, Twr, Ttr, To, Tb, Tx and Ts, Tt, Tp and Tm and total number of sleepers tamped for each day and totals for the month.
- (b) Availability:  $A = \frac{(T_o - T_b)}{T_o}$
- (c) Productivity:  $P = \frac{\text{Actual rate}}{\text{Tendered rate}}$
- (d) Utilisation:  $U = \frac{T_w}{T_o}$
- (e) Only work that was required and accepted will be included for payment

##### 4.1 ITEM 1.1: Total Standard track Km tamped

Payment for Actual km tamped shall be made per machine. This rate shall include for the full time availability of the machine including all costs for the provision and maintenance of the machine in full operational condition, and also including all maintenance and support staff and fuels.

Payment for work done shall be as follow:

Actual km tamped =  
 km Standard track tamped  
 + km non Standard track tamped x Standard sleeper spacing / actual sleeper spacing  
 + km Double tamp std spacing x 1.5  
 + km Double tamp non Std spacing x Std spacing / actual spacing x 1.5  
 + Time restricted track tamping (Twr) x tendered tamp rate per hour / std sleepers per km

All time, Availability, Utilization and productivity records and calculations shall be recorded on every month's payment calculations as per clause 9 of the Particular Specifications to monitor time allowed for the contractor to achieve the required output. This item will be paid in conjunction with clause X17 of the Contract Data.

#### **4.1.2 ITEM 1.2: Additional Km tamped**

Once the average equivalent km tamped for the month has been achieved, all additional equivalent km tamped will be paid for under this additional rate. The average quantity for the month will be calculated based on the workdays for the month in relation to the total workdays for the year. Each month's payment will provisionally be reconciled with the previous month, allowing for the exchange of the extra km tamped of a preceding month to cover for a shortfall of km tamped for a current month. A final reconciliation shall be done once per year to ensure that only the planned equivalent km as per item 2.1 is paid for against the rates allowed for under this item. All additional km will only be paid for under item 2.2. The intention is to cover the contractor's variable cost only for additional km tamped.

#### **4.1.3 ITEM 1.3: Turnouts tamped**

- a) Payment for total number of 1:20 sets for the current month
- b) Payment for the total number of 1:12 sets for the current month
- c) Payment for the total number of 1:9 sets for the current month
- d) Payment for the total number of 1:7 or 1:14 sets for the current month

(Where tamping actually takes longer than time tendered for per turnout, the actual work time will still be recorded as Tw time and be taken into consideration during the course of the contract to monitor that the contractor had sufficient time to achieve the targeted work load. The payment for the turnout tamped will however still only be limited to rates tendered as indicated above. No conversion of sets will be done, only sets tamped will be paid for)

#### **4.2. ITEM 2 - OVERTIME PAYMENT**

##### **Item 2.1**

Overtime payment will be made for occupation time during week days (Monday to Friday) in excess of the hours of maximum occupation time (TOM) of 8 (eight) hours per day.

Overtime payment will also be made for work performed on a Saturday or week day when in excess of 5 consecutive days out of every 7-day period or in excess of 10 consecutive days out of every 14-day period.

Overtime will also be paid on weekends of shift working after shift time exceeds the maximum hours allowed for Tom

##### **Item 2.2**

Overtime payment will be made for work performed on a Sunday or Paid Public Holiday when in excess of 5 consecutive days out of every 7-day period or in excess of 10 consecutive days out of every 14-day period.

Sunday time will also be paid on weekends of shift working after shift time on a Sunday or PPH exceeds the maximum hours allowed for Tom.

#### **4.3. ITEM 3 - SHIFT ALLOWANCE**

##### **Item 3.1**

A shift allowance payment will be made for work performed on a Saturday when working 5 days out of every 7-day period or 10 days out of every 14-day period.

##### **Item 3.2**

A shift allowance payment will be made for work performed on a Sunday or Paid Public Holiday when working 5 days out of every 7-day period or 10 days out of every 14-day period.

##### **Item 3.3**

A night shift allowance payment will be made when an occupation or part thereof falls between 18h00 and 06h00, and will be paid in addition to any other shift or overtime payments.



#### **Item 3.4**

A night shift allowance payment will be made for travelling between 18h00 and 06h00, and will be paid in addition to any other shift or overtime payments.

#### **4.4. ITEM 4: Day Labour rates.**

When technological development required by Transnet Freight Rail necessitates modifications to the machine, an assessment of the time and cost of such modifications shall be submitted to the Project Supervisor as soon as possible.

Modifications in the field shall only be done on instruction by the Project Supervisor, for which the following shall apply:

.For labour, the rates in item 5 of the Price list and prices.

.a mark-up of 25% will be allowed on landed prices of imported parts or the delivered prices of locally manufactured parts and will be excluded from price adjustment described in clause 23 of Part C3/A

This item shall also be used as a provisional item for any required and approved day labour. (Refer applicable clause of Part C3/B for additional preparation work). The rates are to be for labour (including hand tools), supervision and transport for additional preparation work, approved by the Project Supervisor.

#### **4.5. ITEM 5: Moving and Traveling machines**

Payment will be made per track kilometre for moving the machinery between work-site and work-site (See definition of moving time – Part C3/A Definitions). Tendered rates shall include for fuel as well as wear and tear while moving. No payment will be made when the machinery is hauled by TFR locomotive.

#### **4.6. ITEM 6: Moving Camp**

Payment will be made per track kilometre for moving the camp between work-site and work-site (See definition of moving time – Part C3/A Definitions). Tendered rates shall include for fuel as well as wear and tear while moving.

#### **4.7. ITEM 7: Provisional lump sum (accommodation and plant)**

Lump sum item for payment of specific costs not covered in the existing specification. This Lump sum item is included for items such as:

- a) Payment of material and or services such as may be required for level crossing repair work during tamping or interim accommodation payments for which TFR may be responsible.
- b) Payment of plant hire or day labour not specifically covered by rates in the contract.
- c) Payment for temporary and emergency accommodation shall only apply if agreed on and specifically instructed by the Technical Officer.
- d) Any agreement for the supply of an additional service required by TFR shall be between the contractor and supplier of the service. Transnet will only pay the contractor for this service on acceptance of the invoice, under the condition that the service and price was approved beforehand by the Technical Officer.
- e) Any approved invoice payable, shall clearly qualify the supplier, rate, quantity, cost and delivery detail, certified by the contractor for what purpose used, including reference to minutes or instruction from Technical Officer

#### **4.8 ITEM 8: Provisional lump sum (cellphone and material)**

Provisional sum: Excess for Cell phone:

Payment will be made for the actual excess minutes used by authorised Transnet Freight Rail

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personnel for official use over and above the initial free minutes allowed on the Cell-phone contract as specified in clause 13.5.1 of the Part C3/A and the Schedule of Cell-phone contract.

## C2.2 the price list

### Machine Category: SICxxxxxCIDB/1-C

Dual Purpose Tamping Service

#### Work Package:

Number of Machine Service Packages Required = 9

**NB\*** The Employer reserves the right to reduce the number of Work Packages required prior to the award of contract.

Item No.	Description	Units	Qty	Rate	Amount
<b>1.</b>	<b>Tamping payment (based on 8 To-hours)</b>				
1.1	Total standard track km tamped	km	47		
1.2	Additional km tamped	km	5		
1.3	Total 1:20 sets tamped	Each	6		
	Total 1:12 sets tamped	Each	4		
	Total 1:9 sets tamped	Each	2		
	Total 1:7 or 1:14 diamond tamped	Each			
<b>2</b>	<b>Overtime</b>				
2.1	Overtime hours outside Tom of 8 hours per day & Overtime payment for Saturdays when in excess of 5 out of 7 or 10 out of 14 days are worked consecutively & OT on shift days in excess of 8 h	hours	40		
2.2	Overtime payment for Sundays & PPH when in excess of 5 out of 7 or 10 out of 14 days are worked consecutively & ST for shift days on Sunday & PPH in excess of 8h.	hours	8		
<b>3</b>	<b>Shift Allowance</b>				
3.1	Shift payment for Saturdays when working 10 out of 14 days	hours	8		
3.2	Shift payment for Sundays & PPH when working 10/14 shifts.	hours	8		
3.3	Shift payment for night shift work when occupation or part thereof falls between 18:00 and 06:00.	hours	4		
3.4	Shift payment for travelling between 18:00 and 06:00.	hours	0		
<b>4</b>	<b>Day labour (man day = 8hours)</b>				
4.1	Supervisor or Artisan (Technician or Track Master)	man hours	Rate only		
4.2	Skilled labour (Trade hand, Trackman, driver)	man hours	Rate only		
4.3	Unskilled labour (Track worker, assistants etc.)	man hours	Rate only		
4.6	LDV to transport additional small work gang if required.	day	Rate only		

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF THIRTY DAYS (01) MONTH.

4.7	Additional Truck to transport additional day labour (+- 10), hand tools and material.	day	Rate only		
	<b><u>Moving and Traveling machines</u></b>				
5	Moving Machine	km	2000		
6	Moving camp	km	1200		
7	<b>Provisional lump sum</b> (accommodation and plant)	Prov. sum	Rate only		
8	<b>Provisional lump sum</b> (cell phone excess and materials)	Prov. sum	Rate only		
		TOTAL AMOUNT (EXCLUDING VAT)			

**NB: BIDDERS ARE REQUIRED TO PROVIDE THE COMPLETE NUMBER OF MACHINES FOR BALLAST TAMPING DUAL PURPOSE**

**NUMBER OF MACHINES REQUIRED: TWELVE (12)**

**NOTE: THE PRICING LIST ABOVE IS EXPECTED TO REFLECT THE PRICING OFFER PER BALLAST TAMPING DUAL MACHINE**

**WORK PACKAGE REPRESENTS ONE MACHINE AND ALL ITS ASSOCIATED SERVICES**

**STIPULATE THE NUMBER OF MACHINES BEING BID FOR..... (ENTER NUMBER HERE)**

\_\_\_\_\_  
Bidder's Signature

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF THIRTY DAYS (01) MONTH.

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## Part C3: Service Information

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	POSITION	NAME & SURNAME	DATE	SIGNATURE
Compiler	Contract Manager			
CO-Signatory	Service Manager			

## ***Part C 3.1***

### ***Service Information by the Employer***

#### ***Maintenance of Railway Track with Dual Purpose Ballast Tamper: North Corridor for a Period of 1 Month***

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## 1. DEFINITIONS

The following definitions shall apply in addition to those of the specification attached.

- 1.1 **Final tamped km:** Kilometre of track section final tamped to the *Employer's* required specification.
- 1.2 **Single Tamp:** A tamper passes over the track and tamps every sleeper once.
- 1.3 **Double Tamp:** A tamper passes over the track and tamps every sleeper twice in succession. For every tamp the tines are lifted clear of the ballast.
- 1.4 **Single Pass:** A tamper passes over the track once and tamps every sleeper (single or double tamp).
- 1.5 **Double Pass:** A tamper passes over the track, tamps every sleeper (single or double tamp), returns with tines in the raised position and again passes over the track, tamping every sleeper (single or double tamp).
- 1.6 **Restricted Track:** That portion of plain track where locking bars, guard rails and check rails are not removed prior to working or where sleepers are skewed by more than 75mm (measured at the rail's centre line) or where dowty retarders and boosters are fitted.
- 1.7 **Tamping position:** Both sides of every sleeper-to-rail fastening.
- 1.8 **Free- on- rail:** Free on rail implies allowing the *Contractor* to move an On Track machine from one track destination to another with no track usage cost levied on the *Contractor*. The *Employer* provides the right of passage and the pilot required, without cost and at times whereby such a passage and pilot can be made available by the *Employer*. Free-on-rail passage will normally be allowed for at the start of a contract to deliver a machine to the starting place of work and at the end of the contract to return a machine to the *Contractors* depot if required by the *Contractor*. Free-on-Rail movement of a machine during a contract for major workshop repairs required of a machine may only occur if specifically agreed to by the *Service Manager*. Such a move shall then occur during the *Contractors* time.
- 1.9 **E7/1:** Specification for General Work and Works On, Over, Under, Or Adjacent to Railway Lines and Near High Voltage Equipment
- 1.10 **OEM** refers to the Original Equipment Manufacturer of the Machinery
- 1.11 **Service Manager.** The person or juristic person appointed by the Employer from time to time as the Service Manager, to administer the contract.
- 1.12 **Supervisor.** Any person appointed by the Service Manager to deputise for him in supervising and carrying out the contract.
- 1.13 **Normal Working Hours (NWH).** A continuous shift of 8 hours out of every 24 hours for 5 consecutive days out of every 7 days or for 10 consecutive days out of every 14 days. The Supervisor will determine the starting times, which may vary to suit seasonal changes or train time tables.
- 1.14 **Maximum Occupation Time (TOM)** means the total occupation time granted by the *Employer* to the *Contractor* to execute the *services* as per the contract agreement.
- 1.15 **Working time (Tw).** The time between the actual start and end times of an occupation, excluding time on the critical path of the day's relay operations lost which may be attributed by the Employer.
- 1.16 **Overtime.** Means any time worked in excess of the hours of a normal working day and any time worked on Saturdays, Sundays and statutory public holidays in excess of 5 consecutive days out of 7-day period or in excess of 10 consecutive days out of 14-day period, all on the written instruction of, or as approved by the Service Manager.
- 1.17 **Normal Shift Working** (not exceeding Normal Working Hours): Shifts (8 hours) worked on Saturdays,

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Sunday, or on Public Paid Holidays, up to Normal Working Hours.

- 1.18 Night Shift Working** (Occupation time between 18h00 to 06h00): Night Shift Working will apply to any part of any shift for which occupation time has been approved and happens to fall between 18h00 and 06h00 on any day of the week inclusive of Public Paid Holidays.
- 1.19 Double Shift Working:** A second shift of 8 hours within one particular 24 hour day.
- 1.20 Split Occupation:** means an occupation on any one-day, divided into 2 periods, the sum of which does not exceed 9 hours, with a 2 hour break in between and the total period not exceeding 11 hours. The 2 hour break may be changed to suit circumstances, provided the *Employer* and *Contractor* agree on the period.
- 1.21 Occupation:** The formal closure of the line to normal rail traffic for a specified period of time arranged in accordance with Infrastructure Occupation Management System (IOMS) or any other system and implemented in accordance with the Protection Manual.
- 1.22 Total Occupation Time (To):** shall be the total of the time from when the tamping and ancillary machines arrives on site until the last machine leaves the site.
- 1.23 Shutdown:** Closure of a specific line, for example the Iron Ore line once a year for limited period of time (e.g. 10 days) to perform a large volume of work. Shutdowns on various lines may be to varying degrees i.e. it may range from total shutdown perhaps requiring Double Shift Working where all normal train traffic on a line is suspended for the duration of the shutdown to a situation utilizing extended occupations with normal train operation windows in between. Some Shutdowns will be partial in the sense that while work is performed on one line and on one section of the line, normal train operations will proceed on adjacent line/s and adjacent sections of the same line.
- 1.24 Train Crossing Time (Tx):** means the time for the machine to wait for train crossings.
- 1.25 Travelling Time (Tt):** means the time for the machine to travel on track between work site and the staging site (or vice-versa), or between work sites, or to clear the section.
- 1.26 Movement Time (Tm):** Time allowed to move from one staging area to another when machine is required to move to new depot or area.
- 1.27 Breakdown time (Tb):** means all periods during which any machine or any part of a machine is non-available.
- 1.28 Standing Time (Ts):** means the loss of Working Time (Tw) incurred by the Contractor due to reasons attributed to the Employer
- 1.29 Standing Time Allowance** is the time that the Employer allows for unforeseen disruption in the Working Time.

## 2. DESCRIPTION OF THE WORKS

### 2.1 Overview

This contract includes the maintenance of track by the *Contractor* with an on-track ballast tamping machine. The work shall include the provision of all on track machines required, the operation and maintenance of all equipment, the provision of all associated labour, supervision, road vehicles, ancillary tools and equipment, fuels, lubricants, spare parts and consumables and support required to achieve the output.

### 2.2 General Machine Requirements

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF THIRTY DAYS (01) MONTH.

2.2.1. The minimum requirements for this contract include:

- One (1) Dual Purpose Ballast Tamper. The ballast tamper shall be capable of tamping open line and turnouts.

2.2.2. The following type of tamping and machine capacity is required:

Machine and/or Type of Machine output required	Planned depot or area where machine is required to work	Estimated Workload to be tamped per month per machine (equivalent track km)
Dual purpose ballast tamper capable of tamping at 21 – 28 sleepers per minute.	All depots within the North Corridor (Ermelo, Koedoespoort, Vryheid, Richardsbay, Empangeni and Isando)	Approximately 40 – 52 track km/ of ballast tamper

Length of track tamped is not guaranteed production, i.e. the above workload is estimated for tender purposes only and is therefore not guaranteed by Transnet

2.2.3. The *Contractor* shall give clear details of production rates (in sleepers per minute) offered in his tender referenced to all factors e.g. track curvature, gradient, weather (raining, cold and hot), rail temperature, ballast fouling, tunnels, platform and level crossings, that might have an influence on the production rates.

2.2.4. The rate of tamping for all offers will be considered in the award of contracts. Track possession time and total time required to execute the work load shall therefore be considered for the contract award and be monitored and managed throughout the duration of contracts.

2.2.5. More work than planned may be done per depot per machine during the contract duration, only if instructed so by the *Service Manager* and confirmed as allowable within the total value of the contract by the *Service Manager*.

2.2.6. The contract includes the following:

- Corrective tamping of open line;
- Open line production tamping;
- Turnout tamping.

2.2.7. All machines shall be designed and able to work under the following conditions:

- All on-track machines shall fit within the vehicle gauge given in Annexure 2 of the Manual for Track Maintenance. Should any Machinery exceed the vehicle gauge in any respect, this shall be clearly indicated by the Tenderer by means of suitable drawings.
- Travel and work within the structure gauge given in Annexure 1 of the Manual for Track Maintenance, including open lines, lines in tunnels and along platforms.
- Track gauge: 1065 mm.
- The Equipment shall be limited to a maximum of 20 tonnes per axle when fully loaded.
- Single lines or multiple lines with a minimum distance between track centre lines of 3,8m.
- Move over track self-propelled on an uphill gradient of 1 in 30, or flatter
- Machines shall be capable of travelling free on level track at a minimum speed of 60km /h;
- Meet or exceed the minimum specified production rates while working self-propelled on uphill track gradient of 1 in 30, or flatter
- Moved around curves of down to 85 m radius
- Work during ballast tamping on curves of a minimum radius of 125 m.
- Work on rail sizes from 40 kg/m to 60 kg/m (inclusive)
- Work on all types of sleepers in track: steel, wood or monolithic concrete
- Sleeper spacing of 500 mm to 750 mm (inclusive).
- Work site altitude range: 0 to 2000m above sea level.



DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF THIRTY DAYS (01) MONTH.

- Work within rail temperature range: -10°C to + 60°C.
- All machines shall have service brakes and independent emergency brakes capable of providing minimum retardation of 12.5% and gravitational acceleration of 6%.
- All machines shall activate colour-light signals at all times whilst on the track.

2.2.8. The driver's cab of all machines shall comfortably accommodate all necessary personnel including *the Employer's* representative and shall afford a clear unobstructed view of the track ahead for both the driver and the pilot, in both travel directions.

2.2.9. Off-tracking equipment will normally not be required for this contract. Contractors to however qualify whether machines offered are equipped with this facility.

2.2.10. The contract shall include the provision of, and management of a suitable number of basic crew of qualified operators and *Supervisors* as well as all skilled and unskilled labour to operate all machines safely in line with tendered production rates and within available occupation times.

### 2.3 Specific Requirements: Ballast Tamper

2.3.1. The machine shall be able to tamp plain track, restricted track, splice joints and all joint assemblies:  
a). Signalling and electrical equipment such as axle counters and connecting rods will not be removed.  
b). Where the machine may be required to tamp track with "dowty" plungers, the *Employer* will remove this equipment.  
c). Bonds and cables will not be removed unless connections are bolted to the rail. Where bolted connections have to be removed for tamping, this shall be done by the *Contractor* where he is permitted to do so. Where removed, the *Contractor* then shall replace the connections after the tamping operation.

2.3.2. The *Contractor* shall specify and state in his submission the optimum tamping process (application of: hydraulic pressure range, tine vibration frequency, squeeze time, tine amplitude, tine size and tamping depth below the sleeper in clean and fouled ballast), that will ensure long-term durability of track geometry.

2.3.3. The machine shall be capable of lifting the track up to 100 mm per pass and of slewing the track up to 75 mm per pass.

2.3.4. The machine shall be capable of tamping between 230mm and 440mm below rail level with the top of the tines adjusted to be 10mm below the underside of the sleeper.

2.3.5. The squeezing time shall be within a range of 0.8 to 1.0 seconds.

2.3.6. The vibration frequency of the tamping tines shall be between 33 and 37 Hz.

2.3.7. The tamping assembly for one sleeper (i.e. both rails) shall consist of at least 16 tines. Individual control of the tamping assembly for each rail must be possible.

2.3.8. *Contractors* may offer machines of a different tine configuration. Provision shall be made for the outer rows of tines to be replaced by cranked tines for tamping steel sleepers.

2.3.9. The method of tamping shall provide for an equal positive horizontal force between opposing tines. The tine closing force shall be applied hydraulically and the system shall be fitted with an adjustable pressure control.

2.3.10. The machine shall lift the track, tamp the ballast under the sleeper(s) and align the track to an automatically determined line and level, in one continuous action.

2.3.11. The tamping cycle shall be automatic. Once initiated by the operator, the closing and extraction of the tines and synchronisation thereof with the track lifting and levelling operations shall follow automatically. By-

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pass switches to engage manual operation will not be permitted.

- 2.3.12. Each tamping tine's tip size (frontal surface area) shall not be less than 7000 mm<sup>2</sup> when using 16 tines/sleeper. The *Supervisor* shall perform measurement by tracing the tine on graph paper and determining the area.
- 2.3.13. The machine shall have automatic lifting and lining systems for use on all track and in addition shall have "design" lifting and lining instruments for use on tangent track. The *Contractor* shall move, position and align the instruments to beacons provided by the *Employer*.
- 2.3.14. The non-availability of either the design lining or lifting system will render the machine non-available. The design lifting and lining instruments shall be repositioned during Ts (Standing time caused by *Employer*).
- 2.3.15. The *Contractors* shall qualify under what conditions alignment equipment cannot function accurately (eg. misty conditions).
- 2.3.16. The tamping rate shall be always maintained at a rate no less than the nominal tendered rate during tamping. Low service damages will be applicable when the machine's production rate is less than the nominal rate.
- 2.3.17. The ballast tamper shall be able to tamp the following special trackwork:
- 1:20 turnouts on concrete or wood sleepers;
  - 1:12 turnouts on concrete or wood sleepers;
  - 1:9 turnouts on concrete or wood sleepers;
  - Diamonds on concrete or wood sleepers;
  - Scissors crossings on concrete or wood sleepers;
  - Double-Slips on concrete or wood sleepers;
  - Single-Slips on concrete or wood sleepers.
- 2.3.18. The turnout portion of a turnout, up to the end of turnout (ES), shall be tamped during the same pass as the straight of the turnout.
- 2.3.19. The *Contractor* shall indicate which tamping positions his machine cannot tamp, and the extent to which the turnout portion of a turnout can be tamped with the machine during the same pass as the straight of the turnout.
- 2.3.20. The machine shall be capable of lifting the track up to 100mm per pass and of slewing the track up to 75mm per pass. For tamping of turnouts, the machine shall be capable of at least 50mm lift and 25mm slew per pass.
- 2.3.21. The *Contractor* shall loosen and after tamping re-instate joints of diamond and scissors crossings, single and double slips, and crossovers between adjacent tracks, if required, to correct the alignment with the tamping machine. Any cutting or welding of the rail will be done by the *Employer*, if necessary.

## 2.4 Location of the Works

- 2.3.1. The contract area will be all track owned, or maintained, by Transnet Freight Rail in the North corridor.
- 2.3.2. The *Contractor* may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas. The *Service Manager* reserves the right to deploy the machine wherever it is needed within the borders of Republic of South Africa and neighbouring countries.
- 2.3.3. The *Employer* shall compile the schedule of work for each Machine as per the workload issued as and when demand arises.
- 2.3.4. The deployment of the capacity of the Tamper and the priority of work site shall be determined by the *Employer*.
- 2.3.5. TFR will make available to the *Contractor* lines where the machine may be commissioned and tested. Work done during the commissioning or testing period is not eligible for payment under the Contract unless provided the standards as per Contract specification are met.
- 2.3.6. Security of all of the *Contractor's* property, equipment, materials, vehicles and workforce shall at all times during the course of the contract be the *Contractor's* sole responsibility.

## 2.5 Commencement and Duration of Contract

- 2.4.1. The commencement date will only be finalised after acceptance of tenders. The Contract will therefore commence on the date stipulated in the acceptance letter. The Contractor shall be able to commence with the service within 31 days of contract award.
- 2.4.2. Bidders shall also qualify their offers stating how soon after the award of the contract they will be able to start with the work. This shall include the provision and operation of any other on-track machines or support equipment. Where equipment offered may only be available at a later date, the date at which this will be available shall be indicated clearly upon submission of tender.
- 2.4.3. The duration of this contract is one (1) month. The expiry date will therefore depend on the starting date of each part. The work output required shall depend on *Site* conditions and is expected to be carried out over the full duration of the contract period of one (1) month. The Contractor shall Supply, Operate and Maintain the machine.
- 2.4.4. The Contract can be terminated by mutual agreement should technical or safety problems become evident during the execution of the works.

## 3. PROCUREMENT

### 3.1 Subcontracting

No part of the contract may be sub-contracted in any way without written approval from Transnet Freight Rail (TFR).

## 4. ENGINEERING

### 4.1 Testing

4.1.1. The *Employer* will test all on-track machines regularly for rail-worthiness before being permitted onto operational tracks. The *Employer's* approval in this regard shall under no circumstances mean to imply that the *Contractor* is released from his liability and/or responsibility for ensuring that all machinery is operationally safe and rail-worthy. The *Contractor* shall remain ultimately responsible for the safety and condition of his machines and equipment. These tests will include:

- Regular testing of braking efficiency. The minimum required braking is measured by Tarpley meter, for the service and emergency brakes respectively. Brake testing shall also include for checking for pressure loss on brake cylinders and circuits, wear and setting of brake shoes;
- Maximum wheel-tread and rim wear, distance between wheel-flanges and ultrasonic testing for flaws in running axles all measured for compliance with the standards of the Employer;
- Speedometer, sirens, drawbars and mechanical locks on hydraulic components to function properly.

4.1.2. Should a joint inspection of the Machinery by representatives of the Employer and the Contractor reveal that any on-track machine is not in a safe working condition, the Service Manager may order the temporary withdrawal of the machine from the service.

4.1.3. A Technical and Safety audit of the machinery and equipment must be done twice a year, and the report must be send to the *Service Manager*.

## 5. CONSTRUCTION

### 5.1 Works Specifications

The following additional specifications shall apply:

- TFR Trains Working Rules
- TFR Protection Manual
- TFR Electrical Safety Instructions
- TFR Infrastructure Safety Guidelines.
- TFR S410 Specification for Earthworks
- E10: Specification for Railway Trackwork.
- E10/1: Specification for laying of rails.
- E10/2: Laying of sleepers.
- E10/4: Ballasting and tamping.
- E10/5: Destressing of rails.
- E10/6: Building and Replacement of sets.
- E10/7: Field welding of rail joints.
- E10/9: Slewing and Alignment.
- E10/11: Surveying and setting out of track alignment and referencing.
- E10/12: Installation of insulated rail joints
- E4B (November 1996): Minimum Communal Health Requirements in areas outside the jurisdiction of Local Authority
- E4E SHE Specification for Contractors
- Addendum No 1 to Specification E7/1 (May 2011)
- Specification E7/1 (May 2011): Specification for works on, over, under or adjacent to railway lines and near high voltage
- Manual for Track Maintenance
- Track Welding Manual
- SANS 1921-1-2004 Part 1

## 5.2 Plant and Materials

- 5.2.1. The Employer shall supply and control all flags and detonators for protection of the work sites.
- 5.2.2. Care of material Supplied by the *Employer*. Should lost or damaged material be replaced by the *Employer*, the value of the material plus the cost of transport, including re-railing at the normal tariffs applicable to the public, will be deducted from any moneys payable to the *Contractor*.

## 5.3 Construction Equipment

The Contractor shall in addition to what is stipulated in this Service Information, provide the following facilities and support:

### 5.3.1. Lighting of the Work Site

The Contractor shall provide lighting on and with a machine should the machine be required to work at night. Where a machine is required to work at night, the Contractor will be required to provide lighting for the support labour required to work with the machine. This will apply to all workplaces in tunnels and other work places where work is to be taking place during hours between 18:00 and 06:00. The *Employer* will notify the Contractor at least one week prior to lighting arrangements needing to be made. The lighting shall be of intensity and spread to satisfy safe work and efficiency requirements.

The Contractor's lighting will not be required on the workplaces where the *Employer's* labour is employed. The Contractor may also utilise the existing lighting power supplies (where available) to assist him in lighting the workplace.

- 5.3.2. All tools/equipment, perway, small plant, earthworks plant, cranes, lifting equipment and vehicles of every description necessary for the execution of the works shall be supplied by the Contractor complete with fuel, spares, maintenance, competent operators and legally compliant with all applicable safety legislation. All ancillary and associated equipment together with all transport, accommodations, fuel, lubricants, spare parts for maintenance and repairs and consumables and any other resources necessary for the complete and effective and safe functioning of all Machinery shall be included in this contract to consistently and sustainable operate the machine safely in line with tendered production rates and within available occupation times.

## 5.4 Labour

- 5.4.1. The Labour, supervision and vehicle, normally required to do the work must be listed in the "Schedule of labour and plant for preparation for tamping." The labour shall be provided with the necessary hand tools such as measuring equipment, pionjars, beaters, forks, spanners, bars and levers for sleeper clip and spring fastenings. The cost of this labour listed in this schedule shall be included in the machine hire rates tendered. This labour shall be utilised fully for all work related to the items listed above.
- 5.4.2. Where the volume of work required, exceeds that what can reasonably be done by the labour listed in the schedule, the Service Manager may request the Contractor to provide additional labour and / or supervision and transport for the execution of the additional preparation work. Additional supervision and transport will only be requested where the additional labour exceeds three men. This additional labour shall also be provided with the necessary hand tools such as measuring equipment, beaters, forks, spanners, bars and levers for sleeper clip and spring fastenings. This will be dealt with as a compensation event.
- 5.4.3. Additional work required by the Service Manager, may also be done by the additional labour as overtime, separate from the machine occupation time or overtime and will be dealt with as a compensation event.

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF THIRTY DAYS (01) MONTH.

- 5.4.4. Reasonable work volume for the additional labour will be agreed on between the Contractor and the Employer. (Man hours for each separate labour task).

## 5.5 Existing Services

- 5.5.1. The *Contractor* shall take note of all OHTE equipment, red and other electrical bonds on the work Site and shall not interfere, damage or work on them unless under direct supervision of a designated and competent Transnet Freight Rail (TFR) Electrical Officer.
- 5.5.2. The *Contractor* shall take note of all signalling equipment on the work Site e.g. signals, signal cables, block joints, signal bonds, axle counters, hotbox detectors etc and shall not interfere, damage or work on them unless under direct supervision of designated and competent Transnet Freight Rail (TFR) signal technicians.
- 5.5.3. Should the Contractor damage the track or any visible equipment, the Supervisor may arrange to rectify such defects. Costs will be recovered from the Contractor

## 5.6 Site Access

- 5.5.1. All *Contractor's* personnel shall be inducted before any works commence. Site access certificates will only be issued after all inductions have taken place.
- 5.5.2. Site access will be denied to the *Contractor* should the site access certificate not be issued.

## 5.7 Site Establishment

- 5.6.1. Subject only to the discretion of the Depot Engineering Manager responsible for the area, yard lines within the railway reserve may be made available to the *Contractor* for staging the wagons making up the consist of the machine.
- 5.6.2. Subject only to the discretion of the *Employer's* Depot Engineering Manager, areas within the railway reserve may be made available to the *Contractor* for accommodation, offices/workshops or stores. Where not allowed, the *Contractor* shall make his own arrangements elsewhere, at the expense of the *Contractor*.
- 5.6.3. If the *Contractor* is allowed by the *Employer's* Depot Engineering Manager to utilize areas within railway reserve for his purposes of whatever nature, it shall be noted that normally electrical, water supply and sanitation will not be available. The *Contractor* shall be required to make his own provisions for electrical, water supply and sanitation. Additionally, the *Contractor* shall comply with Environmental Health and Safety legislation when utilizing areas within railway reserve. On vacating the site, the site shall be cleared up and re-instated to the acceptance of the Employer's Depot Engineering Manager.
- 5.6.4. Security of the *Contractor's* property, equipment, materials, vehicles and workforce shall at all times during the course of the contract be his sole responsibility. No claims will be entertained by Transnet Freight Rail (TFR) in this regard.
- 5.6.5. The *Contractor* shall be required for each work Site to have available for his work force suitable sanitation in accordance with the Act 85 Regulations.
- 5.6.6. On some lines or for some yards of *Transnet Freight Rail (TFR)*, the *Contractor's* staff will be required to obtain security permits from *Transnet Freight Rail (TFR)* before being allowed to work there. These permits will be issued free of charge.
- 5.6.7. The *Contractor* shall note that not all the sites will be accessible via a service road in some instances. The *Contractor* shall have a plan to make the sites accessible to him/her in order to do the work at his own cost.



## 6. MANAGEMENT

### 6.1. Management Meetings

- 6.1.1. Project management meeting must be conducted once every month for the duration of the contract by the *Service Manager* and *Contractor* who must attend these meetings. Project progress and program (revision) must be discussed in these meeting. This meeting shall be for the purpose of discussing machinery moves, actual progress versus construction program, delays, service information, etc.
- 6.1.2. Operations planning meetings must be done every scheduled day and on Site. The *Contractor*, *Employer* representative (typically the foreman) and all other supporting staff of both *Contractor* and *Employer* must be part of these meetings. Safety, risk and environmental matters need to be addressed in these meeting. All these will do prior the operation for that particular scheduled day.
- 6.1.3. Payment meeting must be conducted once every month for the duration of the Contract. Both the *Service Manager* and the *Contractor* must be represented in these meeting. This activity must be done before the 10<sup>th</sup> of every month, payment submission and assessment must be done according to NEC3 Terms Service Contract (TSC3).
- 6.1.4. Site meetings: The *Contractor* shall attend meetings as scheduled by the *Service Manager* and such meetings shall be for the purpose of discussing daily challenges experienced with the machine and operational issues.
- 6.1.5. The *Service Manager* may call ad-hoc meetings any time during the contract period.

### 6.2. Planning

- 6.2.1. The following will be determined and recorded jointly by the *Service Manager* and the *Contractor* at a monthly site meeting, scheduled to suit both parties:
  - The previous month's production and quantities for payment purposes.
  - The next month's detailed program and the necessary inspections required.
  - Occupations.
- 6.2.2. The weekly progress and revisions to the monthly program will be determined by the *Service Manager* and the *Contractor's* representative at a weekly site meeting. Decisions made will be recorded in a designated site book provided by the *Contractor*. The weekly site meeting will be held during occupation time, but must not interfere with working time (Tw).
- 6.2.3. The *Contractor* shall measure and evaluate curves to be tamped; to help him restore the track to the initial design standard or to a new design decided upon by the *Service Manager*. Curve beacons, indicating beginning and end of circular and transition curves, shall be replaced and fixed by the *Employer* according to the latest design.
- 6.2.4. The *Contractor* is responsible for the preparation work with regard to stability and geometry on the turnouts to be tamped. Material replacement to be done by the *Contractor* shall only include bolts, nuts or screws. The *Service Manager* must be informed, fourteen (14) days in advance, of all turnout bolts, nuts or screws required by the *Contractor*.
- 6.2.5. The *Contractor* shall also inform the *Service Manager* fourteen (14) days in advance when the required standards cannot be met because of fouled ballast or rotten or bent sleepers. The clamp-locks on the turnouts have to be removed, restored and adjusted by the *Employer*.
- 6.2.6. The *Contractor* shall also be responsible for the preparation work with regard to the stability of the track to be tamped. Material replacements to be done by the *Contractor* shall be limited to that what is required to

ensure a proper tamping job. The Service Manager shall inform the Contractor one month prior of what work shall be required and what material will be provided. This work may include the repair of off-track platforms and the boxing in of ballast, all within the capacity of the labour listed in the "Schedule of labour and plant for preparation for tamping."

### 6.3. Site Records

- 6.3.1. A *Site Instruction Book* with triplicate pages shall be provided by the *Contractor*. The format for written communication on *Site* shall be the *Site Instruction Book*. A new page shall be used for each *Site Instruction*. *Site Instructions* shall be deemed to have been noted by the other party at the end of each work day. For this purpose the *Site Instruction Book* shall be checked and new *Site Instructions* signed-off by both *Transnet Freight Rail (TFR)* and the *Contractor* at the end of each work day.
- 6.3.2. A *Site Diary* with triplicate pages shall be provided by the *Contractor* and be available on site at all times. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the *Schedule of Quantities* completed for each day shall also be recorded and signed off by both by the *Employer* and the *Contractor* at the end of each day. The *Contractor* shall record following in the *Site diary*:
- Occupation and Working time
  - Details of performance of the machines as well as the number of sleepers tamped per day per track category.
  - An accurate recording of all material received or purchased.
  - Details of plant, machinery and labour on *Site*, clearly indicating the staff used to perform various different functions.
  - Minutes of the *Site meetings*.
  - The *Site diary* shall be signed on a daily basis by both parties.
  - Information shall be reported as per the daily report, emailed electronically including train crossing numbers and minutes delayed, the following day before 08h30.
- 6.3.3. The information in the *Site Diary* shall be identical to the report generated by the machine. The *Employer* shall provide a template and it shall be the source document for monthly payment certificates.
- 6.3.4. The daily report e.g. travel to site, work time, and travel return to staging sites times as well as production figures shall always be recorded and submitted to the *Supervisor* and *Service Manager* daily every morning for the previous day's occupation by email at 08:00.
- 6.3.5. A *Transnet Freight Rail (TFR)* Track Inspector shall on completion of each project inspect and measure for purposes of verifying quality for payment purposes. A formal handing over of the completed project shall be signed off by the Depot *Supervisor*, for the project to be eligible for payment.

### 6.4. Contractor's Documentation

The Contractor shall maintain the following documentation on a regular basis:

- 6.4.1. A complete maintenance manual and spare parts list must be available on the machine.
- 6.4.2. The Contractor shall supply the Service Manager with maintenance plans and submit monthly maintenance reports.
- 6.4.3. A complete operator's instruction manual must be available on the machine.
- 6.4.4. A complete machine safety and risk file must be available on the machine.



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6.4.5. A visitor registration book must be available on the machine.

## 6.5. Occupations

- 6.5.1. Although not guaranteed, the *Employer* will realistically arrange occupations according to the approved programme of typically 8 hours for any one occupation.
- 6.5.2. Travel time from the staging site to the work site and back to staging site will be included in the Occupation Time (To).
- 6.5.3. During the occupation the line will be closed to normal rail traffic over the section on which the *Contractor* is working. Protection of the site shall be as per the protection manual under direct control and supervision of the *Employer* Platelayer/Track Inspector.
- 6.5.4. The *Contractor* shall control and be responsible for the movements of all plant including that of the *Employer*, within the confines of the area of the occupation. At all times, the movement of plant will be undertaken as laid down by the *Supervisor*.
- 6.5.5. The *Contractor* shall however allow that:
- Before midday during any shift the commencement time and duration of the following occupation will be advised in writing.
  - Occupations may commence at any hour of the day or night and on any day of the week. The *Employer* requires that all the on-track machines may work double shifts and therefore the *Contractor* is expected to price his tender based on similar requirement. The double shift will be paid against the tendered items.
- 6.5.6. Any adjacent track will run normal train services at normal section speed. The *Contractor* will be required to apply his Safety Procedure in order to safeguard his employees against the danger of normal rail traffic passing close by on the adjacent line.
- 6.5.7. Occupations shall be called for on any day of the week or month of the year.
- 6.5.8. The *Contract* shall allow in his tender for the normal builder's break from middle December to 2nd week in January every year with the specific provision that in the case of an emergency the process may be called from leave during the builder's break to do work.

TFR shall notify the *Contractor*, 1 month prior to *Contractor's* Annual Holidays, of the requirement of standby staff for emergency work during *Contractors* Annual Holidays.

When required, the *Contractor* shall supply standby staff (fitter, operator and plant assistant) for emergency work.

The *Contractor* shall supply 2 contact phone numbers for emergency call out purposes (the standby staff shall be available 24 hours a day, 7 days a week)

The call out reaction time shall not exceed 24 hours from time of the call out to the time the machine is at staging point. Consideration must be given in respect of the standby staff getting sufficient rest before commencing work.

The *Contractor* shall make the necessary arrangements for accommodation and food of standby staff and all costs shall be included in the rates tendered.

- 6.5.9. The *Contractor's* Track Master/Track Inspector shall take full charge of the *Contractor's* resources on the work *Site*. An employee/agent appointed by the *Contractor*, will not act as, or be allowed to take on any

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responsibility of *TFR Track Master/ Track Inspector*. The function of the *TFR Track Master/ Track Inspector* is restricted to competent *Transnet Freight Rail (TFR)* employees only

6.5.10. The *TFR Track Master/ Track Inspector* shall be a competent *Transnet Freight Rail (TFR)* employee, reporting to the *Transnet Freight Rail (TFR)* Depot Engineering Manager. This *TFR Track Master/ Track Inspector* shall be responsible for the following on a work *Site*:

- Taking occupations
- Placing and controlling the flagmen
- Declaring the track safe for the passage of trains
- Cancelling the occupation and recalling the flagmen
- Communication with train traffic control with regard to occupation matters.
- The issue and control of all flags and detonators

6.5.11. The *Contractor* shall provide and maintain his own communication systems, including walkie-talkie radio transceivers, cell phone communication, plus public announcement system. These systems shall comply with any South African legislation as well as the *Employer* rules for walkie-talkie radio communication. All systems shall be approved by the *Employer*.

6.5.12. The *Contractor* shall provide a cell phone to the worksite for the exclusive use of Transnet Freight Rail (TFR) for logistical and operational arrangements.

## 6.6. Protection

6.6.1. The method of work shall be such that work may proceed either under “total occupation” or “between trains occupation” and shall at all times comply with *Transnet Freight Rail (TFR)* Specification E7/1

6.6.2. Normal protection measures in accordance with the *Transnet Freight Rail (TFR)* Train Working Rules shall apply

6.6.3. All protection arrangements shall at all times remain under the supervision and responsibility of a *Transnet Freight Rail (TFR)* Track Master/ Track Inspector.

6.6.4. The *Contractor* shall supply at least two flagmen per work *Site* for protection duties. The cost for these flagmen will be deemed included in the rates tendered and no separate payment shall be made.

6.6.5. The *Contractor* will be required to supply six of his employees to be trained and certificated in performance of protection duties. The *Contractor* shall appoint at each work *Site* a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work *Site* of approaching rail traffic.

6.6.6. The *Contractor* shall not allow any persons on the work *Site* to venture within the structure gauge when this warning procedure is not operating effectively.

6.6.7. The warning device shall be such that its sound can be clearly and effectively heard above the noise on the work *Site* by all personnel within a radius of 100m around the centre of each work *Site*. The cost to the *Contractor* of providing the lookout as well as the warning device shall be deemed to be included in the rates tendered and no separate payment shall be made.

6.6.8. An effective safety procedure to be followed by all personnel on any work *Site* in the case of approaching rail traffic on adjacent lines shall be compiled by the *Contractor* and implemented before any work commences. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a *works Site* before work proceeds.

6.6.9. *Transnet Freight Rail (TFR)* shall make available a Track Master to be in charge of the protection arrangements on *Site* and to declare the track safe for the passage of trains during the work and on completion of work. He may use flagmen provided either by *Transnet Freight Rail (TFR)* or the *Contractor*.

## 6.7. Traction and Signal Bonds

- 6.7.1. The *Contractor* shall repair all bonds / cables removed or damaged or broken off during tamping or ballast regulating operations during the period of the occupation.
- 6.7.2. The *Employer* shall supply all the material required for repairing of broken bonds and cables on a one to one exchange basis (used material for new material.)
- 6.7.3. The *Contractor* shall provide labour and equipment (inclusive of expanded collar fastening consumables and lugs) required to remove, repair new bonds where required and replace signals and electrical bonds.
- 6.7.4. If holes are required for bonds on tamping contracts, a rail drill shall either be supplied by the *Employer* or the holes shall be drilled by *Employer*.
- 6.7.5. Where cables are required to be cut, the cut cable shall be cut to the correct lengths and be the crimping of lugs onto cables be done by the *Contractor*. No splices will be allowed in bonding cables.
- 6.7.6. This shall include track feeder bonds (painted red), which may only be worked upon under supervision of a Competent Electrical Officer. The *Employer* shall only provide the cable for bonding. All bonding shall be completed during the period of the occupation.
- 6.7.7. Bonding shall be performed by a bonder qualified to the Employer's standard manual for "Earthing and Bonding for 3kV DC, 25kV and 50kV AC bonding" B\_023 Issue 3 and B\_028 Issue and subsequent instructions which includes the steel wire standard in lieu of existing copper bonds, and the expanded collar fastening system. The cables shall be correctly buried in the ballast as per instruction.
- 6.7.8. Signalling bonds may not be removed without the consent of the *Employer* or the authorised *Employer's* Signalling representative. Where signalling bonds are damaged or removed, the *Contractor* shall provide the support labour to re institute the bonds. The *Employer* will however be responsible to ensure the correct method of re-connection so as to ensure the correct functioning of the signalling system.
- 6.7.9. The Supervisor will check the condition of the bonds/cables at the end of each occupation, and should the condition or quality of weld not be acceptable, repairs shall be carried out at the expense of the *Contractor*.

## 6.8. Level Crossings

- 6.8.1. The *Contractor* shall open up level crossings in front of the machine and restore it after tamping.
- 6.8.2. Repair of level crossings may include replacement of damaged sleepers and fastenings.
- 6.8.3. Where required, the *Employer* will arrange, beforehand, with the road authority, for permission for the opening up of paved level crossings and for the final repair of the damaged paved part thereof.
- 6.8.4. The *Contractor* will be required to repair paved level crossings by an approved method, using an approved type of bagged pre-mix bitumen. The method and material will be subject to the approval of the *Supervisor*. The repair shall provide sufficient compaction of the damaged area and allow for an evenly adjusted alignment of the road surface to ensure safe passage of road traffic. Where required, the final alignment and repair of the road surface may be arranged by *Employer* to be done by the road authority.

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- 6.8.5. Material required for the level crossing repair will either be provided by the *Employer* or may be provided by the *Contractor*. Where material is to be provided by the *Contractor*, such as bagged bitumen pre-mix, payment for such material shall be made under the item included in the schedule of quantities with the provisional lump sum.
- 6.8.6. An inspection before work and thereafter shall be done of the level crossing including the cattle guards. A list of material needed shall be handed to the *Service Manager*. Each level crossing including the cattle guards shall be signed off by the *Employer*.
- 6.8.7. The *Contractor* shall take appropriate control measures for the period when a level crossing is opened and provide sufficient traffic warning signage.

#### 6.9. Track Lubricators

The *Contractor* shall remove all track lubricators ("greasepots") in front of the machine and replace these after tamping. The *Employer* will be responsible for adjustment of the lubricators after replaced by the *Contractor*.

#### 6.10. Stoppages

- 6.10.1. Temporary stoppage, which may result from a non-continuous flow of the work, as and when required and shall be allowed for in the tendered rate.
- 6.10.2. TFR will advise the *Contractor* of any temporary stoppage in the work, 30 days' notice will be given of such an impending stoppage. Thirty days (30 days) notice will also be given to commence work when the Machinery was standing due to a temporary stoppage.
- 6.10.3. No Payment for De-establishing from *Site* when temporary stoppage begin as well as Re-establishment on commencing of the work after a temporary stoppage will be made.
- 6.10.4. The *Contractor* shall allow that weather conditions may adversely affect his rate of progress and plan his progress as well as plant and labour capacity accordingly.
- 6.10.5. Should rain or snow falling during the period of occupation, make it impossible for the *Contractor* to make use of such occupation no claims for Standing Time will be entertained by *TFR*.
- 6.10.6. The *Contractor* shall not claim any Standing Time against *Employer* for any force majeure and no penalties shall be imposed by the *Employer* to the *Contractor* for the same

#### 6.11. Recording of Activity Times

- 6.11.1. The mutually agreed time the machine shall be available at its staging point, shall be the start of the occupation time (To) for the task order, therefore arriving late shall be deemed as breakdown time (Tb).
- 6.11.2. During the work activity the productivity, availability and utilization of the machine shall be recorded.
- 6.11.3. The time shall continuously be recorded for all work performed. The following types of time activity shall continuously be recorded so as to clearly define what time is available for working.

To = Total Occupation time for the day.

Ts = Standing time because of *Employer* reasons, not related to any fault of the *Contractor*.

Tx = Standing time due to Train crossing time

Tt = Travel time from staging site to work site and back to staging site or to clear the section.

Tm = Time allowed to move from one staging area to another when machine is required to move to new

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depot or area.

Tp = Time required to for preparation of track to allow working. (Only preparation that is purely related to machine on site that could not be phased apart from machine can be recorded for this purpose. This item may not be used for any problem related to the machine or staff inefficiency)

Tb = Breakdown of machine

Daily production report must be e-mailed to the *Service Manager* at 08:00 am in the morning of the next day after each shift, and must be in excel format.

Tw = Working time (As specified below)

Where: (Totals for the month)

$$T_w = T_{wps} + T_{wpns} + T_{wr} + T_{w20} + T_{w12} + T_{w9}$$

$T_{wp}$  = Time spent on tamping plain track (Standard 700mm spacing).

$T_{wpns}$  = Time spent on tamping plain track (Spacing different).

$T_{wr}$  = Time spent on tamping restricted track

$T_{w20}$  = Time spent on tamping 1:20 turnouts.

$T_{w12}$  = Time spent on tamping 1:12 turnouts.

$T_{w9}$  = Time spent on tamping 1:9 turnouts.

$S_{aps}$  = Actual number of plain track sleepers tamped.(700mm spacing) (Excluding all sleepers tamped in turn-outs)

$S_{apns}$  = Actual number of plain track sleepers tamped. (Spacing different)(Excluding all sleepers tamped in turn-outs)

$W_{20a}$  = Actual number of 1:20 turnouts tamped.

$W_{12a}$  = Actual number of 1:12 turnouts tamped.

$W_{9a}$  = Actual number of 1:9 turnouts tamped.

A productivity factor, P shall be calculated every month to continuously monitor whether the machine consistently produces at the rates of production tendered.

Monitoring of machine availability will be calculated as: Availability (A) =  $\frac{T_o - T_b}{T_o}$

Monitoring of machine utilization will be calculated as: Utilization (U) =  $\frac{T_w}{T_o}$

Monitoring of machine productivity will be calculated as: Productivity (P) =  $\frac{AR}{TR}$

AR = Actual Rate (Sleepers/minute)

TR = Tendered Rate (Sleepers/minute)

6.11.4. The tendered nominal production rate in sleepers per minute shall be maintained over a calendar month for the ballast tamper.

6.11.5. All Tb shall be recorded at all times. Where a machine becomes unreliable and continues breaking down and results in train delays or occupations having been taken with insufficient production, the *Service Manager* may decide on placing a machine on breakdown until such time that the *Contractor* can prove that the machine can be consistently available. The machine will always be required to produce the required standard of work required at full production rate.

6.11.6. Double tamping may be required as instructed by the Supervisor, for instance (and not limited to) when the

ballast is extremely fouled and /or a lift exceeding 40mm is required:

- If the Service Manager requires double tamping over sections longer than 700 sleepers, the number of sleepers counted towards Sa will be  $0.75 \times S_d$ , where  $S_d$  is the number of tachograph registrations.
- If the Service Manager requires double tamping over sections shorter than 700 sleepers, the number of sleepers counted towards Sa will be equal to  $S_d$ , where  $S_d$  is the number of tachograph registrations.

## 6.12. Provision of Electronic Production Report to the Employer.

6.12.1. The *Contractor* shall provide the *Employer* with the daily production statistics of the work.

6.12.2. The production report shall be in an agreed on format providing the following basic type of information:

- a) To, Tw, Tt, Ts, Tb, etc. of each machine applicable.
- b) Length of work or number of turnouts completed for the day.
- c) Start & final km tamped and GPS coordinates with the length and description of the rail line.
- d) Reasons / comments on production shortfall including minutes per reason.
- e) Train numbers and minutes delays per train number.
- f) CTC names and CTC panel member details.
- g) Graphical presentation of data as and where agreed on.

6.12.3. The report shall be e-mailed daily to the *Service Manager*, *Supervisor* and nominated *Employer's* representatives.

6.12.4. Where problems exist of actually transmitting the data, the *Contractor* shall state what measures shall be taken to ensure transmission of data as soon as possible.

6.12.5. All data shall be summarised per week and then per month. Data may be used as a preliminary indication of payment but shall not be used specifically for payment purposes. Final payment data shall be dealt with as specified elsewhere.

## 6.13. Quality

6.13.1. Standards for acceptance of track shall be in accordance with the Manual for Track Maintenance.

6.13.2. Geometry measurements done by the *Contractor* ahead of and behind the tamper in accordance with Appendix C, shall be handed in hard copy to the *Employer's* representative on the same day that the work has been performed. Labour for these measurements must be included as part of the compulsory support of the machine and not extra labour.

6.13.3. Measurements shall be done manually and/or electronically before the passage of the first train.

6.13.4. The standards for structural gauge shall be adhered to (See E7/1 specification). The *Contractor* shall verify the structural gauge parameters himself and adhere to the specified standards.

## 6.14. Standards of Workmanship and Accuracy

6.14.1. The A-standard given in the Manual for Track Maintenance and summarised in Appendix A hereof shall apply at all measuring stations, except if, prior to tamping:

- Any one of the TOP, CANT or LINE measurements at the measuring station exceed the C standard, or if the measuring station is one of more than three consecutive VERSINE measurements which exceed the B-standard to one side in a curve, or
- The running top is such that the depth of the worst slack is more than the required lift, or



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- The lift for a single pass or the final lift of a multiple pass is less than 10mm or exceeds 25mm, or
- The amount of slew, due to LINE or VERSINE errors is more than the maximum slew the machine can achieve per pass, or
- The rail temperature is above the maximum temperature in the working (B) range as determined from Annexure 16 of the Manual for Track Maintenance; or
- Due to bent sleepers in a turnout, the required standards for vertical alignment cannot be achieved on both the straight and turnout lines. (In such cases the required cant on the straight (through) portion of the turnout will be specified, or
- The horizontal alignment of the curved (turnout) line of a turnout cannot be corrected by the machine, in such cases the straight (through) line of the turnout shall be aligned correctly, or
- The composition of the turnout is such that the required geometric standards cannot be achieved.

6.14.2. The standards of workmanship and accuracy apply to the tamping and aligning of established track and the final tamp of multiple passes on all track. The *Service Manager* will inform the *Contractor* when a different standard shall apply.

6.14.3. On transition curves the cant is to be increased proportionately along the length of the transition curve, or as otherwise directed, to the required cant of the butting circular curve.

6.14.4. The cant to be applied to curves will be as determined from the radius of the curve or as directed by the *Service Manager*.

6.14.5. On tangent track, reference points will be installed by *Employer* where repeatable alignment is important. These will be a maximum of 200m apart.

6.14.6. The running top of the track and the alignment may need adjustment where adherence to the minimum structure gauge is essential or at tie points such as platforms and level crossings. Details of adjustments, which may be required, will be provided by the *Service Manager*.

6.14.7. The straight (through) line of a turnout shall normally be tamped first. Should it be necessary, to obtain the required standards, the curve butting to the turnout portion of a turnout, will be referenced by the *Employer* at 5m intervals. (The obtainable accuracy is influenced by the direction of travel during tamping, and this will only apply if the machine is working in the direction from ETO towards the crossing).

6.14.8. Turnout sleepers longer than 3 meter must be supported on the far end during tamping.

6.14.9. Measurement of the standards of workmanship and accuracy for turnouts will be taken over the lengths of track from:

- 25 m from the Stock Rail Joint (SRJ), through the straight of the turnout, to 25 m from the End of Set (ES); and
- 25 m from the Stock Rail Joint (SRJ), through the turnout portion of the turnout, to 25 m from the End of Turnout (ET).

## 6.15. Evaluation of Machine Performance

6.15.1. Machine performance will be evaluated by measurement of the track geometry behind the machine operation. Defective machine performance is indicated by a measurement that fails to meet the specified geometry standard i.e. a failed measurement.

6.15.2. The performance of the machine will be acceptable if the number of failed measurements does not exceed the specified number shown in Appendix A. Plain track and restricted track will for this purpose be divided into 500m sections.

Turnouts will be assessed over the following lengths:

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- 25 m from the Stock Rail Joint (SRJ), through the straight of the turnout, to 25 m from the End of Set (ES); and
- 25 m from the Stock Rail Joint (SRJ), through the turnout portion of the turnout, to 25 m from the End of Turnout (ET).

- 6.15.3. Should the structure gauge be violated, the fault shall immediately be rectified by the machine.
- 6.15.4. Should any geometry measurement exceed the B-standard, the fault shall immediately be rectified by the machine.
- 6.15.5. The *Service Manager* will decide (before completion of the next 500m section or turnout) if re-tamping shall be done in case of non-conformance. In all instances where re-tamping is required, the working time will be recorded as part of the total work time allocated to the *Contractor* to execute the work load.
- 6.15.6. Should re-tamping not be possible because of a lack of occupation time, and it is acceptable for the Track Master or Track Inspector to leave the line as it is as being safe for the running of trains, the track km tamped for payment shall be 50% of the length of track actually tamped.
- 6.15.7. The Track inspector however retains the right to have the section of track re-tamped to standard whereby the total time used will be recorded as time allowed for tamping but only the final length of track correctly tamped be accepted for payment.
- 6.15.8. The tachograph or event recorder will be marked and/or set and certified by the *Service Manager* to indicate:
- Sections that are double tamped (Twd),
  - Where re-tamping was done (Tbr),
  - Other tamping functions.
- 6.15.9. The Service Manager will do a daily check of the machine's performance
- 6.15.10. Should any measurement deviate from the accepted standard, the machine will be non-available and booked on Tb until the fault is corrected.

#### **6.16. Measurement of Contact Wire Height and Stagger**

- 6.16.1. The height of the contact wire shall be measured on both sides of all overhead bridges as well as level crossings after the final tamp. Heights below or above the allowable limit quoted in the E7/1 specification will be unacceptable.
- 6.16.2. The stagger of the contact wire, (offset from the perpendicular on the track centre line) shall be measured at all support structures, pull-off and knuckle points, as well as at mid-span on all curves, after the final tamp. Where more than one contact wire exists, the stagger of the innermost wire shall be measured. When sets of points are tamped, the stagger on both the through and the turnout contact wire shall be checked.
- 6.16.3. Contact wire height and stagger measurements shall be reported to the *Supervisor* in writing (or computer printout) at the end of each shift.
- 6.16.4. The accuracy of contact wire height measurements shall be 10mm and contact wire stagger measurements shall be 20mm.
- 6.16.5. Measurements exceeding the allowable limits quoted in the E7/1 specification shall be immediately reported to the *Employer* for rectification or adjustment by the *Employer's* electrical staff. Each measurement shall indicate the mast location number as well as the relevant track section number.



6.16.6. The *Contractor* will not be allowed to use a contact system for the measurement of the electrical overhead wire height and stagger. All contact wire height and stagger measurements are to be measured electronically. The measuring equipment must be calibrated with a validation period of 12 months unless found to be inaccurate. Failure of this measurement equipment will render the Tamping machine unavailable and therefore on breakdown.

7. **HEALTH AND SAFETY** The *Contractor* shall comply with all applicable legislation as well as Transnet Safety requirements. The cost for such compliance shall be borne by the *Contractor* and shall be deemed to have been allowed for in the rates and prices of the Contract. Specifically important in this regard is compliance with:

- TFR Safety Guidelines for Infrastructure (Latest Edition).
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- The Occupational Health and Safety Act (Act 85 of 1993).
- TFR Specification E.4E, SHE Specification for Contractors
- Basic Conditions of Employment Act as well as all other relevant labour legislation.
- TFR Specification for Work on, under or adjacent to Railway Lines and near high Voltage Equipment – E7/1.

7.2. The *Contractor* shall also comply with all other safety requirements, regulations and guidelines of Transnet applicable to the nature of work carried out under the Contract and shall obtain the particulars thereof from the Service Manager.

7.3. A formal risk assessment on the machine process has been conducted by *TFR* and the under mentioned safety critical risks have been identified. The *Contractor* shall conduct his own formal risk assessment on the machine offered by him and add any additional risks identified by him, to this list.

7.4. The *Contractor* is required to prepare and submit with his tender a comprehensive safety case in accordance with the requirements of Act 85 and the Construction Regulations.

7.5. The *Contractor* shall specify in his safety case the list of all risks identified by *TFR* together with any additional risks identified by his own risk assessment and indicated specific rules, processes, methods and designs of how he intend to mitigate these risks should he be awarded the contract.

7.6. Safety Critical Risks identified by *TFR* for the contract are:

- Occupation - double line occupation
- Executing work on one line while a normal train service is running on adjacent line/s
- Excessive Working hours
- Working at night
- Emergency procedure – to stop process due to wagon or equipment failure
- Material handling and working near or under live OHTE equipment: 50kV, 25 kV and 3.3kV
- Staging in yards in proximity of live OHTE and lines on which rail traffic runs continuously.
- Danger area
- Competent operators
- Train driver/operator/ interaction/competency
- Site conditions
- Infrastructure equipment damage
- Machine working on sharp curves and steep gradients
- Machine working on embankments and in cuttings
- Machine working on fouled ballast
- Clearances
- Maximum and minimum temperatures
- Precipitation

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF THIRTY DAYS (01) MONTH.

- Integrity, i.e. Rolling stock structure, drawgear, brakes, wheels; and machine structural integrity
- Unauthorised access
- Use of various petrol and electrically driven small plant within team context i.e. disk cutters, MP12 and MC2 rail grinders, rail drills, hand held tampers, generators and associated electric equipment, joggle plates and joggle clamps etc.
- Environmental pollution/damage

## 7.7. Safety Compliance

- 7.7.1 The *Contractor* shall prepare and implement a comprehensive health and safety plan covering all relevant legal safety aspects for their work teams. It shall include details of the *Site* management structures, all safety legal appointments as well as the written safe working procedures for all equipment used on *Site* taking into account the above risk assessments.
- 7.7.2 The *Contractor* shall be responsible to ensure the use of only technically competent trained staff on all types of work.
- 7.7.3 The Health and Safety plan together with all supporting documentation shall at all times be available in a health and safety file on site for compliance audit.
- 7.7.4 The *Contractor* shall ensure that all *Site* staff are trained and inducted in the written safe working procedures for all equipment used on *Site*.
- 7.7.5 The *Contractor* shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the *Site* Diary before the start of every shift.
- 7.7.6 The *Contractor* shall be responsible to ensure that *Site* staff is always competently trained with regards to Electrical Awareness Training and such training material should be acknowledged and approved by the Employer's School of Rail.
- 7.7.7 The *Contractor* shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area supervisors and contract supervisor's *Site* staff are always competently trained with regards to PWC Electrical Educational Training.
- 7.7.8 The *Contractor* shall also be responsible to ensure that contract managers in charge of *Sites* are always competently trained with regards to COM Competency Electrical Training (to follow onto PWC Training).
- 7.7.9 Non-compliance with safety requirements will result in an immediate suspension of work without payment.
- 7.7.10 Non-compliance with environmental requirements such as oil spillages, waste, will result in penalties being levied against the *Contractor*. The *Employer* will appoint a private company to make the situation good and claim compensation from the *Contractor*.

## 8. TRAINING

- 8.1. The *Contractor* shall ensure that all staff working on or with the contract is adequately trained, so as to comply with any relevant safety and quality requirements. The *Contractor* will be liable for any costs related to the training of all the staff.
- 8.2. It is the *Contractor's* responsibility to ensure that his staff is trained. At the commencement of the contract, *Transnet Freight Rail (TFR)* shall assist the *Contractor* with the initial on-the-job training for the staff as specified below, so as to assist the *Contractor* to qualify the worker's / staff. The *Contractor* shall ensure

that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks.

- 8.3. Where training is required by the *Contractor* and *Transnet Freight Rail (TFR)* is committed to provide training, the *Contractor* shall qualify his tender as to what and how many staff, training will be required for. After award of the contract, the *Contractor* shall then arrange with the appropriate *Transnet Freight Rail (TFR)* Perway Production manager, through the *Supervisor*, for this training / testing.

#### 8.4. Training of Track Workers

At the commencement of the contract, assistance with the training, to qualify the *Contractors* workers to perform the following tasks shall be given:

- Track work (Level crossing blocks, cattle guards, sleeper & clip replacement / fastening, lubricators, flagmen, ballast boxing etc.).
- Quality measurements as required for track work.

#### 8.5. Training of Track Inspectors, Track Masters and or Trade hands (Perway)

Training of Track Inspectors, Track Masters and or Trade hands (Perway) shall be solely the responsibility of the *Contractor*. Only fully qualified people shall be used by the *Contractor* for these positions. The *Contractor* shall ensure that staff used, do comply with requirements for the industry.

#### 8.6. Training of Flagmen

- 8.6.1. The appropriate training for the flagmen provided by the *Contractor* can be provided by *Transnet Freight Rail (TFR)* at the start of the contract.
- 8.6.2. Where *Transnet Freight Rail (TFR)* requires flagmen to be trained, the pre-requisites for such persons to qualify to be trained, shall be basic literacy skills and Basic English language ability.
- 8.6.3. *Flagmen* shall be officially trained, evaluated and certified competent, (*Transnet Freight Rail (TFR)* 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for one (1) year only after, which re-testing and re-certification of competency will be required.
- 8.6.4. In cases where a person was not performing flagmen duties for a period of 6 months or longer, he shall be re-tested and again be re-certified competent, before he may be re-used for Protection Duties.
- 8.6.5. The *Transnet Freight Rail (TFR)* Depot Engineering Manager remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his own personnel as well as *Contractor's* personnel within the track maintenance environment on his depot.
- 8.6.6. The Depot Engineering Manager is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties.

#### 8.7. Training of Bonders

- 8.7.1. Bonders removing, replacing or repairing damaged bonds, shall be trained to ensure that only work, which they are trained and allowed to do, is done by them.

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF THIRTY DAYS (01) MONTH.

- 8.7.2. The initial training of bonders for this contract can be arranged for with the Employer's accredited electrical trainer, through the Supervisor as specified above in this clause.
- 8.7.3. Bonders shall be required to be trained for Electrical Permanent Way Competency and be trained to do WHAM bonding and bonding according to electrical specifications, instructions and drawings manual CEE 0059.84 and CEE0060.84, where applicable.
- 8.7.4. Follow up training of bonders shall be responsibility of the Contractor.

#### **8.8. Electrical Awareness, Educational and Competency Training**

- 8.8.1. The electrical awareness training shall be arranged for before any work commences.
- 8.8.2. The electrical educational and competency training may be arranged for at either a depot's lecture room (*Transnet Freight Rail (TFR) property*), or at a venue of the *Contractors* choice (*Contractors cost*).
- 8.8.3. The Accredited Electrical trainer from *Transnet Freight Rail (TFR)* will be provided by *Transnet Freight Rail (TFR)* at *Contractors cost*, an arrangement for the training session required, is done beforehand and will fit in with the trainers training program for the year.

**DESCRIPTION OF THE SERVICES:** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF THIRTY DAYS (01) MONTH.

**8.9.** The following training shall be arranged for the following Contractors staff:

Type of Training	Staff required to undergo training	Estimated duration of training	Location of training	Trainer to conduct training at start of contract	Alternative trainer to conduct training at contract start	Future Refreshment training
Induction	All contract staff including new entrants. Start of work at any new depot	+/- 2 hours	Depot where work starts	<i>Employer's Service Manager</i> or Track inspector	New recruits: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Electrical awareness	All contract staff including new entrants	+/- 2 hours	Depot where work starts	<i>Employer's</i> Depot's electrical officer or accredited trainer	New recruits: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
PWC (Electrical)	<i>Service Managers</i> , Operators, fitters, Technicians & Workers supporting fitters, working in risky OHTE areas.	2 days	Depot where work starts	<i>Employer's</i> , Esselen Park or Depot accredited trainer, or <i>Employer's</i> hired accredited trainer : By appointment at depot*	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Competency (Electrical)	<i>Service Managers</i> (Follow up training in PWC)	1 day	Depot where work starts	<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer : By appointment at depot*	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Flagmen Training	Flagmen and standby flagmen	5 days		<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer : By appointment at depot	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Bonder Training	Bonder	5 days		<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer : by appointment at depot*	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.

**8.10.** The crew time, transport and accommodation cost related to training will be for the Contractor's account. The crew members proposed to for this training shall as minimum requirement be literate in terms of reading, writing and speaking of Basic English.

TRACK STANDARDS

APPENDIX A

Track Geometry Measurements				Number of permissible disallowed measurements							
				Before train traffic		Under a train					
Type	Position	Method	Frequency	500m sections	Each set	500m sections	Each set	A Standard	B Standard	C Standard	Unit
<u>VERTICAL PLANE</u>											
TOP	All track	Geismar	Any position	3	1	3	1	1:1000	1:250	1:180	-
CANT	All track	Geismar	5m intervals	10	10%	3	10%	3	12	16	mm
TWIST	Transition curves	Calculated from cant	5m intervals	5	10%	3	10%	1:500 (" 5.5)	1:400 (" 6.86)	1:288 (" 9.50)	- mm
TWIST	All other track	Calculated from cant	5m intervals	5	10%	3	10%	1:1000 (" 2.75)	1:400 (" 6.86)	1:288 (" 9.50)	- mm
<u>HORIZONTAL PLANE</u>											
VERSINE	<u>Curves</u> :	10m chord	5m intervals	8	10%	-	-	2,5 mm + 5% of the correct/ave. versine.	2,5 mm + 20% of the correct/ave. versine	2,5 mm + 30% of the correct/ave. versine	mm
LINE	<u>Tangent track</u> : All	10m chord	any deviation	8	10%			1:2000	1:500	1:360	-
	Between beacons	70 - 250m optical baseline	1/instrument set up	0	0	-	-	1:5000	n.a.	n.a.	-
CURVE LOCATION	Curve markers Longitudinal Transverse	Survey	4 each curve	-	-	-	-				

\* These standards are the difference between specified (design) and actual measurements, except for TWIST, which are absolute values.

\* Sets will be measured for TOP, CANT, TWIST and LINE at the positions indicated in Appendix B.

## PART 4: AFFECTED PROPERTY

"Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of the Affected Property.

---

### 1. Description of the affected property and its surroundings

#### 1.1. General description

The contract area will be all track owned, or maintained, by Transnet Freight Rail for the North Corridor. The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas. The railway tracks are located in areas of varying horizontal and vertical dimensions of the land surface. In some areas, tracks fall in deep cuttings as well as in high embankments.

#### 1.2. Existing buildings, structures, and plant & machinery on the affected property

There are fixed assets that are situated alongside the linear state of the railway infrastructure. These structures are but not limited to; bridges, platforms, culverts and track side components. The Contractor shall ensure that all the works being carried out does not deform the existing structures.

#### 1.3. Hidden services

There are underground services that were previously erected and the as-built data to locate such services will be utilised. There are situations where the as-built data cannot be traced and, in such situations, activities must be carried out with caution. During the execution phases of the project, there is a possibility of disruption of such hidden services. These services include conduits (oil, water and sewage), electrical cables and any other structure that may be present. The employer shall inform the contractor through a baseline risk assessment of any possibilities in anticipation.

#### 1.4. Other reports and publicly available information

The Employer will also provide maps and locations as and when required.

TRANSNET FREIGHT RAIL

ENQUIRY: SIC23006CIDB (HOAC HO 41528)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL  
PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS



**TRANSNET**



**(REGISTRATION NO.1990/000900/30)**

**TRADING AS  
TRANSNET FREIGHT RAIL**

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

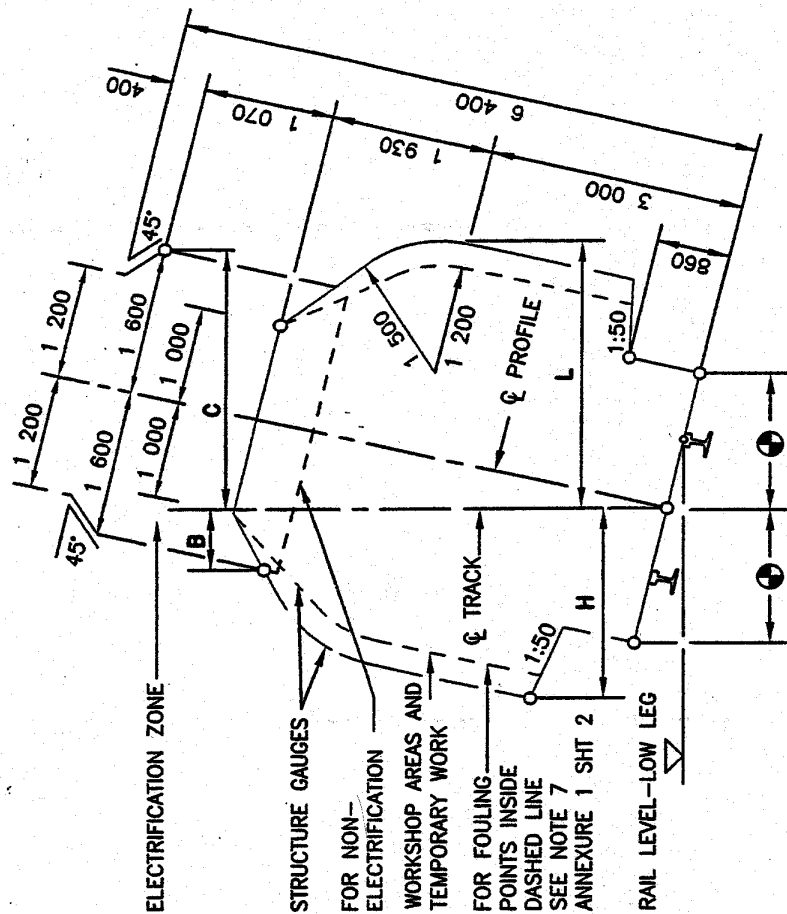
- 1) Where ever the word "South African Transport Services" or "Spoornet" appears in these specifications, please replace it with "Transnet Freight Rail".
- 2) Where ever the words "Technical Officer" appear in these specifications, please replace with "Supervisor".





ANNEXURE 1  
SHEET 1 of 5  
AMENDMENT

HORIZONTAL CLEARANCES :  
1 065mm TRACK GAUGE



RADIUS (m)	WITH CANT		NO CANT		WITH CANT	
	H (mm)	L (mm)	H & L		B (mm)	C (mm)
90	2 730	3 090	2 780		1 130	2 100
100	2 700	3 030	2 750		1 140	2 050
120	2 650	2 970	2 700		1 160	2 010
140	2 620	2 920	2 660		1 175	1 990
170	2 590	2 870	2 630		1 190	1 970
200	2 570	2 820	2 600		1 205	1 950
250	2 550	2 790	2 580		1 230	1 920
300	2 540	2 760	2 560		1 250	1 900
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

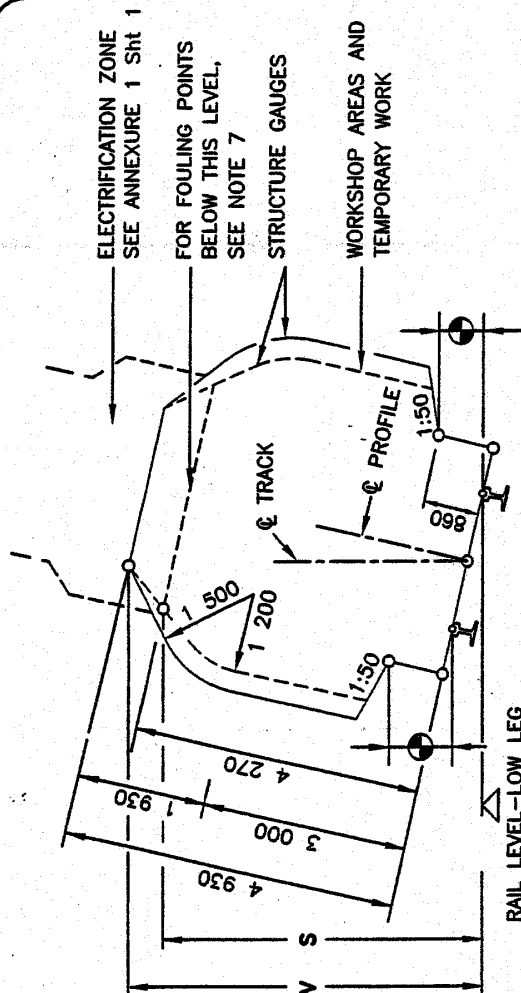
## REMARKS:

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.



ANNEXURE 1  
SHEET 2 of 5  
AMENDMENT

VERTICAL CLEARANCES :  
1 065mm TRACK GAUGE



LOCATION	RADIUS (mm)	NOT ELECTRIFIED S (mm)	ELECTRIFIED (PRESENT OR FUTURE)	
			3kV & 25kV V (mm)	50kV V (mm)
ALL AREAS OTHER THAN THOSE INDICATED BY * BELOW	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
* OVER OR NEAR POINTS AND CROSSING IF REQUIRED BY ELECTRICAL IRRESPECTIVE OF RADIUS	2 000	4 290	4 940	5 290
	>3 000	4 270	4 930	5 280
			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.

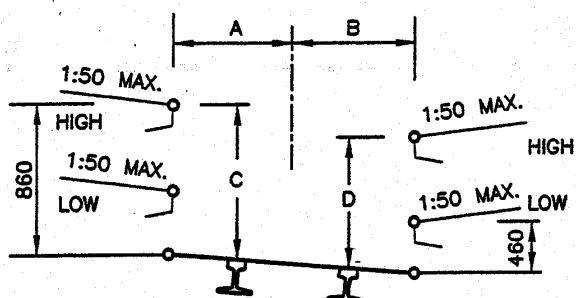


ANNEXURE 1  
SHEET 3 of 5  
AMENDMENT

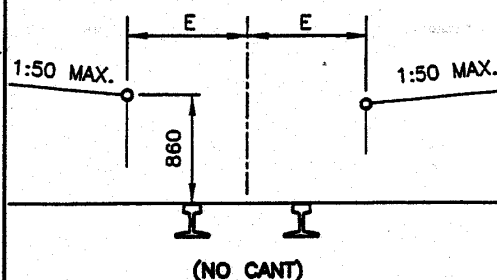
CLEARANCES : PLATFORMS

PLATFORMS : TRACK GAUGE 1 065mm

PASSENGERS



GOODS

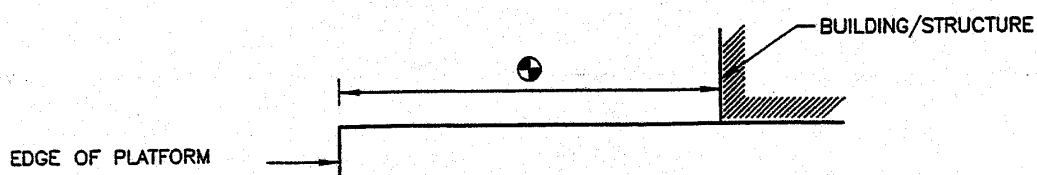


RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
350	1 520	1 560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

REMARKS:

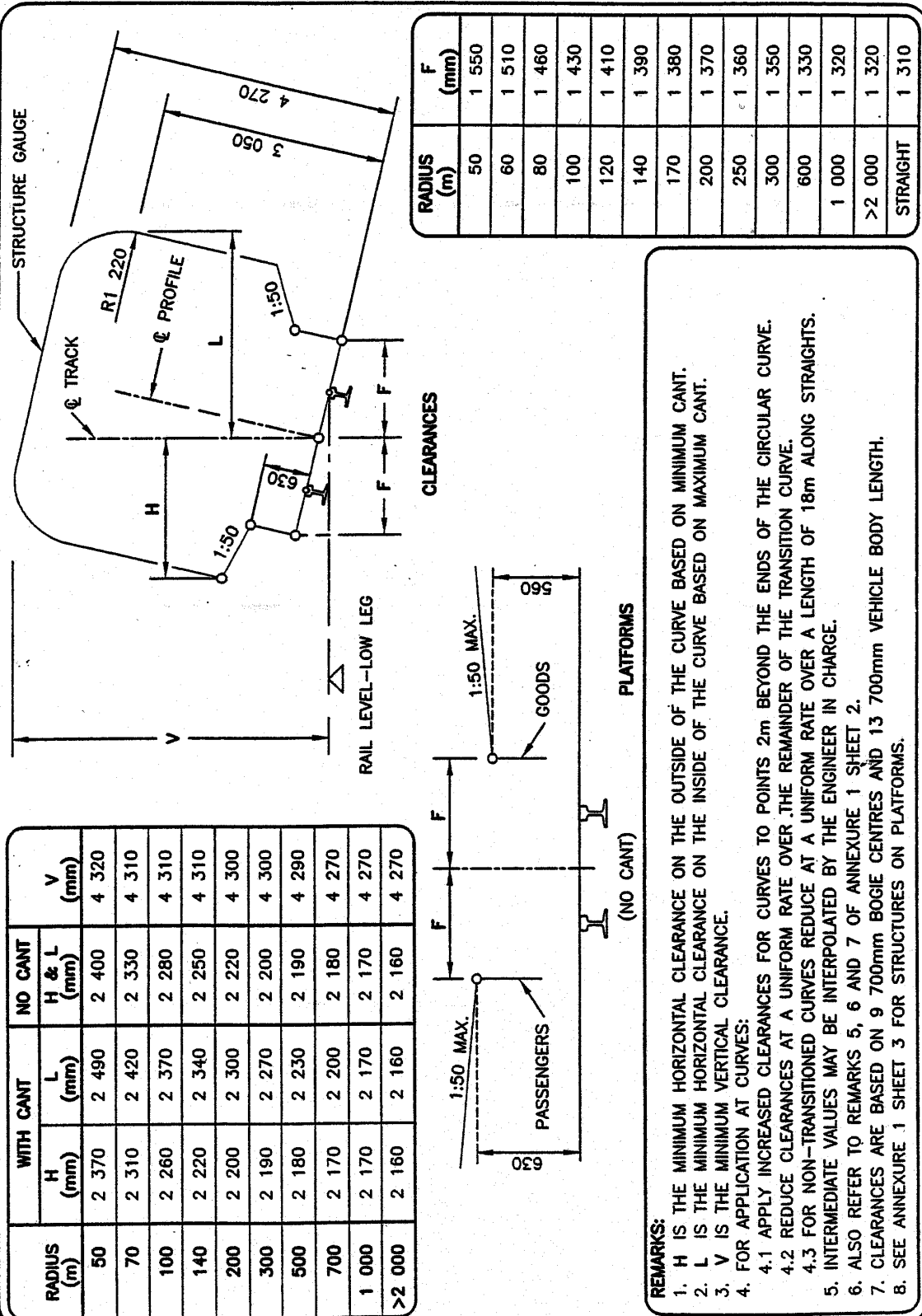
1. NO CANT TO BE APPLIED EXCEPT WHEN THE GOODS PLATFORM IS ON A RUNNING LINE.
2. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
3. 8m TO MAIN STATION-BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
4. TOLERANCES : SEE CLAUSE 8.0.10.

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



ANNEXURE 1  
SHEET 5 of 5  
AMENDMENT

CLEARANCES : 610mm TRACK GAUGE



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

## **MANDATORY AGREEMENT**

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 (AS AMENDED)

### **AGREEMENT WITH MANDATORY**

In terms of Section 37(1) & (2)

## **WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

### **Transnet SOC Ltd**

(Hereinafter referred to as the Employer)

**AND**

-----

(Hereinafter referred to as Mandatory (Principal Contractor))

**Compensation Fund Number :**

**Project Name :**

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## 27. NON COMPLINCE

## 28. HEADING

### PREAMBLE

**WHEREAS** section 37(1) & (2) of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have an agreement in writing to ensure compliance by a mandatory in line with the provisions of the Act.

**AND WHEREAS** Transnet SOC Ltd requires the services of the Contractors to execute certain projects within its workshops.

**AND WHEREAS** TRANSNET SOC LTD can be better served by Contractors who have the infrastructure, specialist employees and expertise to execute such projects at the highest level of efficiency on short notice.

**NOW THEREFORE the parties agree as follows;**

### 1. DEFINITIONS

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- 1.1 **"Act"** means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 **"Agreement"** means this Mandatory agreement;
- 1.3 **"Contractor "** means the Mandatory;
- 1.4 **"COID Act"** means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.5 **"Effective Date"** means the date of signature of this Agreement by the last party signing hereto;
- 1.6 **"Employer"** refers to TRANSNET SOC LTD;
- 1.7 **"Mandatory"** means an agent, Contractor or sub-contractor for work, but without derogating from the status in his own right as an employer or user;
- 1.8 **"Parties"** means TRANSNET SOC LTD and the Contractor, and **"Party"** shall mean either one of them, as the context indicates;
- 1.9 **"Principal Contract"** means the appointed contractor whereby such contractor has to provide goods and or services to TRANSNET SOC LTD.
- 1.10 **"Regulations"** means regulations promulgated in terms of the relevant legislation.
- 1.11 **"Section"** means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.12 **"Services"** means the services to be provided by the Contractor to TRANSNET SOC LTD.



- 1.13 **"TRANSNET SOC LTD"** means Transnet Group and all its operating divisions and Specialist units with (Registration No. **1990/000900/06**), a public company incorporated in accordance with the company laws of the Republic of South Africa;

## **2. INTERPRETATION**

- 2.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 2.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 2.3 A reference to the singular incorporates a reference to the plural and vice versa.
- 2.4 A reference to natural persons incorporates a reference to legal persons and vice versa.
- 2.5 A reference to a particular gender incorporates a reference to the other gender.

## **3. REPORTING**

- 3.1 The Mandatary and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Risk Manager and/or a Project Manager and/or a representative designated by the Employer prior to commencing the work at the premises of the Employer.

## **4. WARRANTY OF COMPLIANCE**

- 4.1 In terms of this Agreement the Mandatary warrants that he agrees to any of the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 4.2 The Mandatary further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

## **5. APPOINTMENTS AND TRAINING**

- 5.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatary shall immediately be provided to the Employer.



- 5.2 The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to the work to be done on the premises of the Employer and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.3 Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

## **6. SUPERVISION, DISCIPLINE AND REPORTING**

- 6.1 The Mandatary shall ensure that all work performed on the Employer's a premise is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.
- 6.2 The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of such conditions and that he in turn immediately reports these to the Employer and/or his representative.

## **7. ACCESS TO THE OHS ACT**

- 7.1 The Mandatary shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatary and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

## **8. COOPERATION**

- 8.1 The Mandatary and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into any occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his responsible persons shall make available to the Employer and his representative, on request, all and/or any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Mandatary shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 9.2 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with such other safe work practices as prescribed by the Employer and that his responsible persons and employees adhere to such safe work practices.

- 9.3 The Mandatary shall ensure that work for which any permit is required by the Employer is not performed by his employees prior to the Employer obtaining such permit from the Mandatary.

## **10. HEALTH AND SAFETY MEETINGS**

- 10.1 If required in terms of the OHS Act, the Mandatary shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, provide health and safety representatives to attend the Employer's health and safety committee meetings.

## **11. COMPENSATION REGISTRATION**

- 11.1 The Mandatary shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of **COID Act**, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover remain in force while any such employee is present on the premises.

## **12. MEDICAL EXAMINATIONS**

- 12.1 The Mandatary shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

## **13. INCIDENT REPORTING AND INVESTIGATION**

- 13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

## **14. SUBCONTRACTORS**

- 14.1 The Mandatary shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.1.1 The Mandatary shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 14.1.2 The Mandatary shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
- 14.1.3 The Mandatary shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.
- 14.1.4 The Mandatary shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

## **15. SECURITY AND ACCESS**

- 15.1 The Mandatary and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatary shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.2 The Mandatary and his employees shall not enter any area of the premises that is not directly associated with their work.
- 15.3 The Mandatary shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the Employer's premises.

## **16. FIRE PRECAUTIONS AND FACILITIES**

- 16.1 The Mandatary shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the Parties may mutually make arrangements for the provision of such facilities.
- 16.2 The Mandatary shall further ensure that all his employees are familiar with fire precautions at the premises, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

## **17. ABLUTION FACILITIES**

- 17.1 The Mandatary shall ensure that an adequate supply of ablution facilities are provided for his employees performing work on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

## **18. HYGIENE AND CLEANLINESS**

- 18.1 The Mandatary shall ensure that the work site and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## **19. NO NUISANCE**

- 19.1 The Mandatary shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 19.2 The Mandatary shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatary or any tenants. Where such situations are unavoidable, the Mandatary shall give prior notice to the Employer.

## **20. INTOXICATION NOT ALLOWED**

- 20.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

## **21. PERSONAL PROTECTIVE EQUIPMENT**

- 21.1 The Mandatary shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

## **22. PLANT, MACHINERY AND EQUIPMENT**

- 22.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 22.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks in terms of health and safety when properly used.

## **23. NO USAGE OF THE EMPLOYER'S EQUIPMENT**

- 23.1 The Mandatary hereby acknowledges that his employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of such materials, machinery or equipment, have access thereto.

## **24. TRANSPORT**

- 24.1 The Mandatary shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Mandatary shall ensure that all drivers shall have relevant and valid driving licenses and the Mandatary shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.
- 24.2 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

## **25. CLARIFICATION**

- 25.1 In the event that the Mandatary requires clarification of any of the terms or provisions of this Agreement, he should take the necessary steps to contact the Risk Manager of the Employer to obtain such clarification.

## **26. DURATION OF AGREEMENT**

- 26.1 This Agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Employer's premises.

## **27. NON COMPLIANCE WITH THE AGREEMENT**

- 27.1 If the Mandatory fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the mandatory 7 (seven) days written notice to remedy such non-compliance and if the Mandatory fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the mandatory may have in law,
- 271.1 to suspend the main Agreement; or
- 27.1.2 To claim immediate performance and/or payment of such obligations.
- 27.2 Should mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

## 29. HEADINGS

The headings as contained in this Agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

### Thus done and signed

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

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For and on behalf of the Employer

#### Witnesses:

1. \_\_\_\_\_
2. \_\_\_\_\_

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

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for and on behalf of the Mandatary

#### Witnesses:

3. \_\_\_\_\_
4. \_\_\_\_\_

## TRANSNET FREIGHT RAIL SAFETY HEALTH AND ENVIRONMENTAL (SHE) SPECIFICATIONS FOR CONTRACTORS

<b>CONTRACT DESCRIPTION</b>	Maintenance of track with on-track ballast tamping dual purpose machines	
<b>CONTRACT NUMBER:</b>		
<b>CONTRACT SCOPE:</b>	Maintenance of track with on-track ballast tamping dual purpose machines, including all necessary operators, maintainers, consumables, support services and equipment necessary for execution of the work according to the full meaning and the intent of the contract. The ballast tamping dual purpose must be capable of at least handling the workload as outlined in the Bill of quantities.	
<b>CONTRACT LOCATION:</b>	North Corridor	
<b>CONTRACT DURATION:</b>	1 Month	
<b>CONTRACT MANAGER:</b>	Thulani Fakude	
<b>TFR CONTRACT REPRESENTATIVE / TECHNICAL OFFICER:</b>	Thulani Fakude	
<b>CHS AGENT:</b>	Kedibone Moselane	
<b>SHE SPECIFICATION APPROVAL</b>		
	<b>NAME:</b>	<b>SIGNATURE:</b>
<b>TFR CONTRACT MANAGER / CONTRACT REPRESENTATIVE</b>	Thulani Fakude	..... <b>DATE:</b>
<b>RISK / ENVIRONMENTAL SPECIALIST</b>	Ramatsobane Lekwane	..... <b>DATE:</b>
<b>CHS AGENT / SAFETY SPECIALIST / MANAGER</b>	Kedibone Moselane	..... <b>DATE:</b>

Contractor Signature.....

Date.....



## 1. Introduction

- 1.1 This Safety, Health and Environmental (SHE) specification is Transnet Freight Rail (TFR) minimum requirements to be met by contractors when performing work for or on behalf of TFR. They set out the requirements to be followed by the Contractor and other contractors so that the health and safety of all people's potentially at risk may receive the same priority as other facets of the project.
- 1.2 The Contractor shall **develop a SHE plan and prepare a SHE file** based on these requirements, risk assessment as well as all the relevant applicable legislation. The contractor shall remain accountable for the quality and execution of his health and safety programme for his employees and sub-contractor employees. This specification in no way releases the contractors from compliance with the relevant legislation.

## 2 Purpose

- 2.1 The purpose of this specification is to ensure that the Contractor provides and maintains, as far as reasonably practicable a safe working environment for all employees and the public whilst performing work for or on behalf of TFR.
- 2.2 This specification form an integral part of the contract, and the Contractor shall forward this specification to all subcontractors at the bidding stage so that they can in turn prepare health and safety plans relating to their operations.

## 3 Scope and Application

- 3.1 This specification is applicable to all contractors, suppliers and all activities and processes carried out for or on behalf of Transnet Freight Rail. The Specification defines the strategies to manage health and safety and is a compliance document drawn up in terms of the Occupational Health and Safety Act 85 of 1993 and National Railway Safety Act.
- 3.2 This specification shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the TFR Contract Manager/Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the OHS Act and Regulations and Transnet's safety requirements and procedures.
- 3.3 Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Contractor from his responsibilities and accountability in respect of the Contract to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the TFR Contract Manager/Technical Officer or Client Agent.

## 4 General

- 4.1 The Contractor and Transnet Freight Rail are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (herein referred as the OHS Act) and applicable Regulations and National Railway Safety Act and applicable standards.
- 4.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the OHS Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control.

Contractor Signature.....

Date.....





The Contractor shall, before commencement with the execution of the contract work, comply with the provisions set out in the OHS Act, and shall implement and maintain a SHE Plan approved by Transnet Freight Rail, on the Site and place of work for the duration of the contract .

- 4.3 The Contractor accepts his obligation with complying to the OHS Act and applicable Regulations notwithstanding the omission of some of the provisions of the OHS Act and the Regulations from this document.
- 4.4 Transnet Freight Rail accepts, in terms of the OHS Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and TFR Contract Manager/Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the works
- 4.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

## 5. Section 37(2) Agreements

- 5.1 Transnet Freight Rail and the Contractor shall enter into an agreement in terms of section 37(2) of the Occupational Health and Safety Act to the arrangements and procedures between them to ensure compliance by the Contractor with the provisions of the OHS Act.
- 5.2 The agreement shall be completed and signed by the Contractor mandated representative as soon as possible and returned to the relevant TFR Contract Manager for his/her signature on behalf of TFR.
- 5.3 The Contractor shall enter into a Section 37(2) Agreement with their respective sub-contractors. Signed copy of such agreement must be kept on the Contractor's SHE file.

## 6. Definitions

- 6.1 In this Specification the definitions as listed in the Occupational Health and Safety Act 85 of 1993, Construction Regulations 2014, National Railway Safety Regulator Act of 2000 (and applicable standards), Transnet Contractor Management Procedure shall apply, unless the context otherwise indicates: -
- 6.2 **"competent person "**means a person who—
  - a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
  - b) is familiar with the Act and with the applicable regulations made under the Act;
- 6.3 **"construction work"**, which, in terms of the Construction Regulations, 2014 means any work in connection with: -
  - a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or

Contractor Signature.....

Date.....



- b) the, construction, erection maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, clearing of land, the making of an excavation, piling or any similar civil engineering structure; or any similar type of work.
- 6.4 **"contractor"** means an employer (organisation) or a person who performs ANY work and has entered into a legal binding business agreement contract to supply a product or provide services to Transnet. This applies to the Suppliers, Vendors, Consultants, Service Providers or Contractors (includes principal contractor and subcontractors). NB: A contractor is an employer in his/her own right;
- 6.5 **"fall protection plan"** means a documented plan, which includes and provides for-
- a) all risks relating to working from a fall risk position, considering the nature of work undertaken;
  - b) the procedures and methods to be applied in order to eliminate the risk of falling; and
  - c) a rescue plan and procedures
- 6.6 **"Safety, Health and Environmental (SHE) File"** means a file or other record in permanent form, containing the information required to be kept on site in accordance with the OHS Act and applicable Regulations;
- 6.7 **"health and safety (SHE) plan"** means a site, activity or Contract specific documented plan in accordance with the client's health and safety specification;
- 6.8 **"risk assessment"** means a programme to determine any risk associated with any hazard at a work site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 6.9 **"principal contractor"** means an employer appointed by the client to perform construction work
- 6.10 **"rail road vehicle"** means a vehicle that can travel on rail and road
- 6.11 **"TFR"** means Transnet Freight Rail, a division of Transnet SOC Ltd (Registration No. 1990/000900/30), a public company incorporated in accordance with the company laws of the Republic of South Africa
- 6.12 **"TFR Contract Manager"** TFR employee appointed to liaise with the contractor to ensure that the specifications of the contract are met (with special emphasis on safety, technical specifications, inspection of quality and quantity of work). It includes a Technical Officer, Depot Engineering Manager, Engineering Technician, Maintenance Supervisor's etc.

## 7. Notification of Construction Work

- 7.1 The Contractor who intends to carry out any construction work other than work where a Construction Work Permit is required, must at least 7 days before carrying out such work, notify the Provincial Director of the Department of Labour in writing if the construction work:-
- (a) includes excavation work
  - (b) includes working at a height where there is a risk of a person falling;
  - (c) includes the demolition of a structure; or

Contractor Signature.....

Date.....



(d) includes the use of explosives to perform construction work,

7.2 The notification to the Provincial Director shall be on a form similar to Annexure 2 of the Construction Regulations, 2014. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Contract Manager/Technical Officer or employee.

## 8. Letter of Good standing

8.1 The Contractor shall submit proof of registration and Letter of Good Standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Diseases Act, 1993 (Act No. 130 of 1993) for his company and each of his sub-contractors'.

8.2 No contractor may do any work for TFR without a valid letter of good standing. The Contractor must ensure that the Letter of Good Standing remains valid for the duration of the contract period.

8.3 The letter of good standing must reflect the name of the Contractor and/or Sub-contractor, registration number and, expiry date.

## 9. Management and Supervision

9.1 The Contractor and all subcontractors shall submit a SHE organogram outlining the site SHE management structure including the relevant appointments/competent persons or the intended appointments where such appointments have not been made.

9.2 The Contractor shall, in accordance with the OHS Act and applicable Regulations, make all the necessary appointments of competent persons in writing. Copies should also be retained on the SHE file.

9.3 In case of construction work, additional appointments must be made in terms of the Construction Regulations:

9.3.1 **Construction Manager** appointed fulltime on a single site with the duty of managing all the construction work including the duty of ensuring occupational health and safety compliance. The appointed construction manager may not manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

9.3.2 A Contractor must upon having considered the size of the project, in writing appoint one or more **Assistant Construction Managers** for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

9.3.3 A Construction Manager must in writing appoint **Construction Supervisors** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

9.3.4 No Construction Supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

Contractor Signature.....

Date.....

**TRANSNET FREIGHT RAIL****ENQUIRY: SIC23006CIDB (HOAC HO 41528)****DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS**

- 9.3.5 A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
- 9.3.6 A Contractor shall in writing appoint a full-time or part-time **Construction Health and Safety Officer** in writing to assist in the control of all health and safety related aspects on the site. (The Construction Health and Safety Officer must be registered with the SACPCMP as from 07 August 2015).
- 9.3.7 The Construction Safety Officer shall have sound knowledge of the Occupational Health and Safety Act and its regulations, National Environmental Management Act, and associate environmental requirements such as Waste and Water Acts and sound knowledge of Hazard Identification and Risk Management processes
- 9.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Contract Manager/Technical Officer.

**10. SHE Committee Meetings and SHE Representatives**

- 10.1 Where required by legislation, the Contractor and subcontractors shall appoint SHE Representative/s in writing after consultation with employees and ensure that they are trained in performing their duties.
- 10.2 SHE Representatives duties shall include inspections of the workplace, taking part in incident investigations, risk assessments, attending SHE Committee meetings etc. Records of monthly inspections of SHE Representatives must be kept on the SHE file.
- 10.3 The number of SHE Representatives appointed shall be in accordance with the requirements of the Occupational Health and Safety Act 85 of 1993.
- 10.4 Where required by legislation, the Contractor must ensure that a project/site SHE Committee meeting is held monthly and minutes of such meeting shall be recorded and records kept on the SHE file. The Contractor representative and appointed SHE representatives shall attend the monthly SHE Committee meeting.
- 10.5 The Contract Manager/Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's health and safety committee as an observer.
- 10.6 Subcontractors appointed by the Contractor shall have their own internal monthly SHE Committee meeting.

**11. SHE Audits and Contractor Monthly Reports**

- 11.1 The TFR Contract Manager/Technical Officer or his deputy shall ensure that the Contractor's SHE Plan is audited at intervals mutually agreed to between them, but at least once every month to ensure that the SHE Plan is implemented and maintained on site.
- 11.2 TFR Safety Officers / Specialists shall at all reasonable times be allowed access to the work sites, the Contractor site offices and tool-sheds to inspect the Contractor's and its subcontractor's tools, equipment, registers and workplace.

Contractor Signature.....

Date.....



- 11.3 Should any non-compliances or contraventions to the TFR safety requirements, legal requirements, this specification or the Contractor's SHE Plan be identified, such non-compliances or contraventions shall be rectified by the contractor at its cost immediately or within a period specified by the TFR Contract Manager/Technical Officer, his deputy, or TFR Safety Officers / Specialists.
- 11.4 Should the Contractor refuse or fail to rectify such non-compliances or contraventions, TFR may take remedial action at the Contractor's cost as it may deem necessary to ensure safety at the TFR sites at all times.
- 11.5 TFR reserves the right to conduct safety audits without prior warning.
- 11.6 The Contractor on all contracts of more than 1 month shall conduct its own safety audit and provide a monthly safety performance report as required by TFR.
- 11.7 The Monthly safety performance report shall be compiled in terms of Annexure 2 or in any format that the Contractor has as long as it includes all items listed in Annexure 2.

## **12. Training, Competence and Awareness**

### **12.1 Induction Training**

- 12.1.1 The Contractor shall ensure that all his employees and subcontractors employees undergo a TFR SHE Induction with regard to the general hazards prevalent on the site, rules and regulations, and other related aspects before commencing work. It is the responsibility of the contractor to inform TFR whenever new employees are appointed after the initial induction was conducted.
- 12.1.2 In addition to the TFR SHE induction, it is the responsibility of the Contractor to develop and implement a site specific SHE Induction programme, a job specific induction programme and a general employee SHE awareness programme, to develop awareness amongst employees on the generic SHE issues associated with the scope of work and the specific environmental issues in question.
- 12.1.3 The Contractor shall ensure that all visitors and suppliers to the site undergo and comply with Contractors' site-specific safety induction requirement prior to being allowed access to site. All visitors and suppliers shall sign the attendance register.
- 12.1.4 All visitors and suppliers shall wear the necessary personal protective equipment whilst on site and shall remain in the care of the host who understand the scope of work and associated risks.
- 12.1.5 The Contractor shall maintain comprehensive attendance records of SHE induction training on the SHE file.

### **12.2 Competency / Training**

- 12.2.1 The Contractor must ensure that all his employees are adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to maintain safe work practices and standards.
- 12.2.2 The Contractor shall identify training requirements of employees whose work may have a significant impact on their health and safety or that might create a significant impact upon the environment and ensure that these employees will receive appropriate training. A Training matrix shall be used as a mechanism to manage and control the training of employees.

Contractor Signature.....

Date.....



- 12.2.3 The Contractor shall identify all training needs and incorporate the site specific training into the SHE plan.
- 12.2.4 Each Contractor shall be required to ensure that before an employee commences work on the Contract that the supervisor in control with responsibility for the employee has informed the employee of his scope of authority and any hazards associated with the work performed. This will include man-job specifications, the discussion of any standard task procedures or hazardous operational procedures to be performed by the employee
- 12.2.5 The Contractor is to ensure that the supervisor has satisfied himself that the employee is conversant with all hazards associated with any work to be performed by conducting task observations.
- 12.2.6 The Contractor must ensure that certificate/s of competence where applicable is/are provided in the SHE File.
- 12.2.7 The Contractor shall ensure that the Rail Road Vehicle is operated with TFR pilot, Depot Technical Officer and Rail Network Representative.

### 12.3 Awareness Training

- 12.3.1 Awareness training required shall be identified for all employees on the Contract using the SHE Policy, the SHE Plan, the SHE programmes and procedures.
- 12.3.2 The Contractor shall have a daily safety talk. This talk shall include subcontractor employees.
- 12.3.3 The talk must be brief and concise. Subject topics should be applicable to the job at hand, incidents, accidents and up-and-coming work will be discussed along with suggestions and comments. These meetings can be used as a training meeting with the central idea of educating employees.

### 13. Health and Safety Plan (SHE Plan)

- 13.1 Potential Contractor submitting tenders shall submit with their tender, a Health and Safety Plan setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the OHS Act and Regulations, this SHE specification and particularly in respect of: -
- (a) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the OHS Act;
  - (a) the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
  - (b) ensuring, as far as is reasonably practical, in terms of section 37 of the OHS Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 13.2 The Contractor's Health and Safety Plan shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

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13.3 The SHE Plan shall include full particulars in respect of: -

- (a) Safety Management Structure arrangements i.e. Appointments to be done and how;
- (b) SHE Organisation arrangements i.e. SHE Committees, SHE Audits, Findings and Corrective Actions
- (c) Risk Management i.e. Risk Assessment frequencies, methodology
- (d) Education and Training i.e. safety induction, site / job specific training arrangements
- (e) Emergency Planning
- (f) Health and Safety Communication i.e. Toolbox talks, incident recall
- (g) Safe working methods and procedures to be implemented i.e. safe work procedures, task observation
- (h) Fall Protection Plan i.e. documented plan, training/competency, medical surveillance, rescue plan
- (i) Personal protective Equipment and Clothing
- (j) Contract Security i.e. site access control and security
- (k) SHE Costs
- (l) Occupational Health i.e. Medical Surveillance, First Aid, Welfare Facilities, Substance Abuse testing, Noise, Vibration, Manual Handling etc.
- (m) Environmental management
- (n) Incident Management i.e. reporting and investigation
- (o) Operational Control
- (p) Review plan of the SHE Plan

13.5 The Contractor shall submit a final SHE Plan after awarding of the contract which shall be subject to the TFR Contract Manager/Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the TFR Contract Manager/Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the OHS Act and Regulations.

13.6 The Contractor shall approve the SHE Plan of the subcontractor and further take reasonable steps to ensure that each subcontractor's SHE Plan is implemented and maintained on the site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between them, but at least once every month.

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- 13.7 The Contractor shall stop any subcontractor from executing any work, which is not in accordance with the Contractor's, and/or subcontractor's SHE Plan for the site or which poses a threat to the health and safety of persons.
- 13.8 The Contractor shall ensure that a copy of the SHE Plan is available on site for inspection by an inspector, TFR Contract Manager/Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

#### **14. Hazards Identification and Potential Hazardous Situations**

- 14.1 The Contractor shall ensure a risk assessment is carried out by a competent person, appointed in writing, before commencement of any work and reviewed during the duration of the contract period. The Risk Assessments shall form part of the Health and Safety Plan to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards (including ergonomic risks) that persons may be exposed to;
  - (b) The analysis and evaluation of the hazards identified;
  - (c) A documented plan, including safe work procedures to mitigate, reduce or control the risks identified; and
  - (d) A monitoring and review plan.
- 14.2 Risk assessments shall be conducted by a competent person and such person shall use a documented method to analyse and evaluate identified risk and hazards.
- 14.3 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment
- 14.4 The risk assessment shall be reviewed when there are changes that affect the design of the structure that may affect the health, safety and environment on site or after an incident.
- 14.5 The Contractor shall ensure that all employees are to be informed, instructed and trained regarding any risks, hazard and related SHE procedures by a competent person as outlined in the risk assessment prior to commencement of work and thereafter at predetermined intervals as outlined in the monitoring plan.
- 14.6 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such intervals as may be determined in the risk assessment.
- 14.7 The risk assessment shall be available on site for review. Where a risk assessment is not readily available or not communicated to contractor employees, the activities shall be stopped until such time the contractor complies.
- 14.8 The Contractor and the TFR Contract Manager/Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the contract or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

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**TRANSNET FREIGHT RAIL****ENQUIRY: SIC23006CIDB (HOAC HO 41528)****DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS**

- 14.9 The Contractor shall be required to analyse his scope of work and define these critical activities. For each activity, a risk assessment shall be required which defines systems and safe work procedures that will be used in order to complete the activity safely.
- 14.10 Copies of all safe work procedures and proof that employees have been trained on those safe work procedures shall be kept on the SHE file.
- 14.11 Preliminary risk and hazard identification shall be conducted by the Contractor prior to work commencement on site. Should the Client's Agent (CHS Agent), TFR Contract Manager/Technical Officer or his duly nominated alternative identify hazardous activities performed by the Contractor on the site for which the Contractor has not submitted a risk assessment, the Contractor shall be required to do so before continuing with work.

**15. Safety, Health and Environmental (SHE) File**

- 15.1 The Contractor shall prepare a SHE file and submit to TFR Contract Manager for approval prior to commencement of work on site. The file shall include all documentation required as per the OHS Act and applicable regulations. ,
- 15.2 The approval time of the file is at least 5 working days
- 15.3 The Contractor shall ensure that a copy of the both his SHE File as well as any subcontractor's SHE File is kept on site and made available to an inspector of the Department of Labour, the TFR Contract Manager/Technical Officer, or subcontractor upon request.
- 15.4 The Contractor shall hand over a consolidated SHE file to the TFR Contract Manager/Technical Officer upon completion of the Work and shall in addition to documentation mentioned in the OHS Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

**16. Occupational Health****16.1 Medical Surveillance Programme**

- 16.1.1 The Contractor shall ensure that all his and subcontractor employees have a valid medical certificate of fitness issued by an Occupational Health Practitioner.
- 16.1.2 Medical certificate of fitness must be available and be kept in the SHE file.

**16.2 Substance Abuse**

- 16.2.1 All Contractors must comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.
- 16.2.2 No Contractor may possess, sell, offer to other person, use, store, manufacture, transport, distribute, or transfer drugs or alcohol during work hours, on or off TFR premises.
- 16.2.3 TFR will not tolerate substance abuse or use which put at risk the health and safety of its employees or threatens its services to our stakeholders. It is on this basis that a contractor employee will be considered unfit for work if:

- (a) He/she is subjected to alcohol screening and/or alcohol testing and is found to have alcohol in his/her breathe and/or blood;

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- (b) Refuses to undergo substance screening and/or testing;
- (c) He /she produces a positive confirmatory test for any other substances, measured by sample analysis at a registered pathological laboratory and authorised by a medical practitioner; and/or
- (d) Through observation by security personnel or TFR Contract Manager, it is evident that the contractor's physical, emotional, mental or behavioural state reflects that they are intoxicated or under the influence.

16.2.4 Any transgression of this policy will constitute a breach of the relevant contract and may result in the termination of services/contract.

16.2.5 Any contractor employee using medication that has a narcotic effect must declare before work to his / her supervisor.

### 16.3 Occupational Hygiene

16.3.1 The Contractor shall conduct Health Risk Assessments of all the Occupational Hygiene / Environmental stressors (e.g. noise, dust, illumination, HCS, heat & cold stressors, ergonomics, etc.) present in the area where they operate to determine if there is any possible worker exposure. Records of all these assessment should be documented and kept up to date.

16.3.2 The Contractor shall monitor the extent to which their employees are exposed to the occupational hygiene stressors. These assessments shall be conducted by an Approved Inspection Authority as listed on the Department of Labour database. The findings from these assessments should be kept on the SHE file, communicated to all affected parties and be reported to relevant authorities.

### 16.4 Welfare Facilities

16.4.1 The Contractor must ensure that all workplace facilities meet health, safety and welfare needs of all employees, including disabled persons where applicable.

16.4.2 The Contractor must in addition to Facilities Regulations 2004, provide at or within reasonable access of every site, the following clean, hygienic and maintained facilities:

- (a) shower facilities, at least one shower facility per 15 persons
- (b) at least one sanitary facility for each sex and for every 30 workers
- (c) changing facilities for each sex; and
- (d) sheltered eating areas

16.4.3 The Contractor must provide reasonable and suitable living accommodation for the workers on sites who are far removed from their homes and where adequate transportation between the site and their homes or other suitable living accommodation, is not available.

### 16.5 First Aid requirements

16.5.1 The Contractor shall ensure that their employees receive prompt first aid treatment in case of injury or emergency. The Contractor must have the necessary equipment and/or facility on site for treatment of injured persons.

16.5.2 Contractor shall ensure that the first aid box / boxes are available and accessible. More first aid boxes shall be provided if the risks, distance between work teams, or the working environment requires it.

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16.5.3 Taking into account the type of injuries that are likely to occur on site, the nature of activities performed and the number of employees on site, the Contractor shall ensure that the first aid box contain suitable first aid equipment which includes at least the minimum contents as listed on Annexure 1 of General Safety Regulation (GSR).

16.5.4 The Contractor must ensure that trained / certificated first-aid personnel are appointed and be available on site at all times. The ratio of first aiders to employees shall be 1:50.

## **16.6 Asbestos Control**

16.6.1 The Contractor shall inform the TFR Contract Manager or TFR Contract Manager if during service work asbestos or suspected asbestos containing material is found. Only Asbestos Approved Contractor can work on asbestos containing material.

## **16.7 Noise**

16.7.1 The Contractor shall ensure that the requirements of the Noise Induced Hearing Loss Regulations are complied with.

16.7.2 Contractor shall ensure that machinery and equipment are operated at noise levels not exceeding an equivalent level of 85-dB (A) during normal working conditions.

16.7.3 Where the noise levels at the Operator position or to employees working in the vicinity exceed an equivalent level of 85-dB (A) during normal working conditions, the Contractor shall take appropriate measures to reduce such levels to an equivalent level of 85-dB (A). The use of Personal Protective Equipment (PPE) should be the last resort.

16.7.4 All employees exposed to noise must be trained on the effects of exposure, precautionary measures to be taken to prevent exposure and the correct use of PPE.

16.7.5 Noise zones must be demarcated as such.

## **16.8 Vibration**

16.8.1 Contractors must put measures to reduce the risks associated with hand–arm vibrations, avoid, whenever possible, the need for vibration equipment.

16.8.2 Contractor shall develop a good maintenance regime for tools and machinery. This may involve ensuring that tools are regularly sharpened, worn components are replaced or engines are regularly tuned and adjusted.

16.8.3 The Contractor must introduce a work pattern that reduces the time exposure to vibrations.

16.8.4 The Contractor shall issue employees with gloves and warm clothing. There is a debate as to whether anti-vibration gloves are really effective but it is agreed that warm clothing helps with blood circulation which reduces the risk of vibration white finger. Care must be taken so that the tool does not cool the hand of the operator.

## **16.9 Manual Handling**

16.9.1 Contractor must reduce risk of injury due to manual handling by using mechanical assistance involving the use of mechanical aids to assist the manual handling operation. Mechanical aids such as hand-powered hydraulic hoists, specially adapted trolleys, hoist for lifting patients and roller conveyors can be used.

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16.9.2 Contractor shall ensure all employees involved in manual handling are trained in good lifting techniques.

### 16.10 Dust

16.10.1 The Contractor shall monitor dust caused by their activities, mobile equipment, generators and other equipment. Factors such as wind can often affect the intensity to which the impact is experienced.

16.10.2 Dust suppression measures must be in place to reduce the dust caused by the activities on site.

16.10.3 Appropriate PPE should be provided to exposed employees.

### 16.11. Weather precautions

16.11.1 In the event of adverse weather (high winds, flooding, storm surge, lightning etc) or other conditions, the Contractor must institute precautionary measures to protect employees on site.

16.11.2 The Contractor shall take steps to prevent heat stroke, dehydration and exhaustion of employees as a result of exposure to excessive heat on site. Such steps may include employees taking regular breaks, consuming enough water, provision of sun brims for their hard hats and sun screen to protect them against sun burn.

16.11.3 The Contractor shall take steps to prevent hypothermia or dangerous overcooling of the body as a result of exposure to cold temperatures.

## 17 Incidents/Occurrences

17.1 All incidents referred to in Regulation 9 of General Administration Regulations of the OHS Act and in terms of National Railway Safety Act 6 of 2002 (and applicable SANS Codes) involving the contractor and his subcontractor on TFR premises, shall be reported to the TFR Contract Manager and Department of Labour as prescribed by the OHS Act.

17.2 TFR Contract Manager must be forwarded with a copy of a report of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on TFR premises.

17.3 TFR Contract Manager must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.

17.4 The Contractor shall make available its employees to attend as witnesses when required so by TFR during an investigation into any incident where TFR believes the said contractor employees were witnesses or may assist in the investigation.

17.5 The Contractor shall make available to TFR any documents required to assist in their investigation.

## 18. SHE Cost

18.1 The Contractor shall ensure that it has made adequate provision for the cost of health and safety measures in the tender offer.

18.1 The Contractor shall ensure that its subcontractors have made adequate provision for the cost of health and safety measures in the tender offer.

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**19. Personal Protective Equipment (PPE)**

- 19.1 The Contractor shall ensure that all employees are provided with appropriate prescribed Personal Protective Equipment (PPE) free of charge (according to General Safety Regulations (2), suitable for the type of activities that the employees will perform.
- 19.2 Such PPE shall be approved by credible institution such as SABS, EN, or AN.
- 19.3 The Contractor shall manage the issuing of PPE and ensure that PPE is used at all times. Employees shall be trained in the proper use of PPE.

**20. Emergency Evacuation Plan and Procedure**

- 20.1 The Contractor must establish and implement an emergency evacuation plan to ensure that in the event of an emergency i.e fire, explosion, structural collapse etc. all staff is able to evacuate the area to a demarcated areas for the purpose.
- 20.2 The area so selected must be demarcated and the relevant "Assembly Point" sign displayed where applicable or use TFR nearest assembly point.
- 20.3 An Emergency Evacuation Procedure must be drawn up; all staff members and contractors shall be given awareness training and participate in regular evacuation drills.
- 20.4 The Contractor and its employees shall collaborate and adhere to TFR evacuation drills and requirements.

**21. Access Control and Security**

- 21.1 The Contractor shall, before commencing any work, obtain from the TFR Contract Manager/Technical Officer a Site Access Certificate as in Annexure 1 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 21.2 No Site Access Certificate will be granted to the Contractor who fails to comply with TFR minimum SHE requirements, with the SHE File not approved and without the SHE induction been concluded.
- 21.3 The contractor must assess the security risks and implement appropriate measures. All contractors are to strictly adhere to all security requirements on the premises.
- 21.4 The Contractor in collaboration with the TFR representative will ensure that proper access control is in place and functional at all times onto and out of the site. A form of access control will be issued to contractor employees who have been inducted and submitted copies of ID documents or work permits (where required).
- 21.5 Access Permits should be carried by a contract employee at all time when on site. Access Permits shall be produced at the point of entry / gate.
- 21.8 Contractors shall ascertain from TFR Contract Manager/Technical Officer the correct route along with their employees may proceed when coming on or going off shift and direct their employees accordingly.

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## 22. Management of Subcontractors

- 22.1 The Contractor is directly responsible for the actions of his contractors/sub-contractors.
- 22.2 The Contractor will also be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the contractor complies with all requirements.
- 22.3 The Contractor shall provide any contractor who is making a bid or appointed to perform work, with the relevant sections of the documented SHE specification, who would in turn provide a SHE plan for approval.
- 22.4 The Contractor shall carry out monthly inspection/audits on the contractor/subcontractor to ensure that their SHE plan is being implemented and maintained and submit audit report to TFR Contract Manager.
- 22.5 The Contractor shall stop any contractor/subcontractor from executing work which poses a threat to the safety and health of persons or the environment.
- 22.6 The Contractor shall ensure that the contractor/sub-contractors appointed have the necessary competencies and resources to perform the work safely.
- 22.7 The Contractor will be required to submit 37(2) mandatory agreement between his contractor/subcontractor to the TFR Contract Manager

## 23. Environmental Management

- 23.1 The Contractor shall identify, document and comply with all pertinent Environmental laws and associated Regulations, approvals, licenses and permits which are applicable to the Services and activities undertaken.
- 23.2 Before commencement with any of the services to be rendered to TFR, the Contractor shall make available all personnel who will be working on the specified contract to be given environmental induction training. All Contractor employees arriving on the site shall attend such induction.
- 23.3 The Contractor shall adhere to all instructions issued by Contract Manager or his /her delegated person in promotion of environmental management and legal compliance.
- 23.9 Service activities generating output levels of 85 db (A) or more shall be confined to the hours 08h00 to 17h00 Mondays to Fridays (close to residential areas).
- 23.10 No on-site burying or dumping of waste material shall occur. Waste must be collected by a licensed waste transporting contractor and disposed of at a licensed disposal site. Disposal certificate must be made available to TFR on request.
- 23.11 Waste bins must be provided in sufficient number and capacity to store solid waste produced on a daily basis. These bins must be kept closed and emptied regularly.
- 23.12 The Contractor must notify the Contract Manager immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.
- 23.13 All vehicles and equipment's shall be kept in good working condition. All leaking equipment's shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained and not emit excessive noise.

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- 23.14 In case of major hydrocarbon spill or leakage as a result of equipment failure, Contract Manager must be made aware of such event and the affected area must be fenced off and be cleaned immediately to the reasonable satisfaction of the TFR Environmental Control Officer to prevent contamination of soil and both surface and groundwater.
- 23.15 The Contractor shall ensure that no spillage occurs when toilets are being cleaned or emptied and that the contents are removed from site by a licensed service provider.
- 23.16 Camps and site offices shall be fenced (where necessary) in consultation with the landowner.
- 23.17 The Contract Manager or TFR Contract Manager may, at his or her discretion stop any work, activity or process not in accordance with Environmental laws and associated Regulations, approvals, licenses and permits.
- 23.18 The contractor shall preserve wild life in terms of the NEMA.

## 24. Operational Safety

### 24.1 National Railway Safety Regulator Act / Railway Safety

- 24.1.1 The Contractor shall ensure that its equipment, machinery and employees when on TFR premises complies fully with all applicable railway safety requirements and/or regulations of the National Safety Regulator Act 16 of 2002 and the relevant SANS Codes of Practice.
- 24.1.2 The Contractor when engaging subcontractor must review the capability of the proposed contractor to comply with specified railway safety requirements and/or regulations.
- 24.1.3 The Contractor and/or his subcontractors must grant TFR access, during the term of the contract, to review any railway safety related activities, including the coordination of such activities across all parts of the organisation.
- 24.1.4 The Contractor shall ensure that all his employees are protected from the risk of being hit by moving trains.

### 24.2 Special Permits

- 24.2.1 Where special work permits are required before work may be carried out such as for e.g. hot work (welding, cutting etc.), isolation, and occupations, the Contractor shall apply to the TFR Contract Manager/Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such work permits.

### 24.3 Vehicle Safety

With respect to vehicles and mobile plants the Contractor must ensure that:

- 24.3.1 They are of an acceptable design and construction, are maintained in a good working order and are used in accordance with their design and the intention for which they were designed
- 24.3.2 Are operated by a person who has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate such vehicle and mobile plant;

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- 24.3.3 Are operated by a person who has a medical certificate of fitness to operate those vehicle and mobile plant, issued by an occupational health practitioner;
- 24.3.4 Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried. No employees will be allowed to be transported at the back of LDV's / bakkies unless it is provided with a seat and safety belt and further that the risk assessment has indicated it to be a low risk.
- 24.3.5 Vehicles are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- 24.3.6 Vehicle must be equipped with an acoustic warning device which can be activated by the operator and an automatic acoustic reversing alarm
- 24.3.7 Vehicles must be inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the vehicle or mobile plant.
- 24.3.8 No person rides or is required or permitted to ride on a vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose.
- 24.3.9 All vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured.
- 24.3.10 Whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation
- 24.3.11 Tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees.
- 24.3.12 Where applicable, also in collaboration with the TFR representative and other appropriate personnel develop a traffic management plan for the site to ensure the safe movement of all service vehicle related mobile plant where applicable
- 24.3.13 This plan is to be reviewed at the allocated SHE meeting to ensure its applicability where applicable. Where applicable the Contractor shall appoint traffic officials to manage the manoeuvre of mobile plant and vehicles on the site.
- 24.3.14 Those working or operating on public roads and rail comply with the requirements of the National Road Traffic Act, 1996 and National Railway Safety Regulator Act, 2000.

#### **24.4 Housekeeping and general safeguarding**

- 24.4.1 Contractor must ensure that suitable housekeeping is continuously implemented on each work site
- 24.4.2 The Contractor must ensure proper storage of materials and equipment and the removal of scrap, waste and debris at appropriate intervals.
- 24.4.3 The Contractor must ensure that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways

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- 24.4.4 The Contractor must ensure that materials which are no longer required for use do not accumulate on and are removed from the site at appropriate intervals.

## 24.5 Hazardous Chemical Substances (HCS)

- 24.5.1 The Contractor must ensure that all employees exposed to hazardous chemicals are trained on the potential source of exposure, potential risk to health caused by exposure and measures to be taken by the contractor and employees against any risk of exposure.
- 24.5.2 HCS risk assessment to be conducted and where it indicates that any employee may be exposed, the contractor shall ensure that monitoring is carried out in terms of regulation 6 and 7 of the Hazardous Chemical Substances Regulations.
- 24.5.3 Employees exposed to hazardous substances shall be under medical surveillance

## 24.6 Stacking and Storage

- 24.6.1 The Contractor shall ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage.
- 24.6.2 Adequate storage areas are provided, demarcated as storage areas and are kept neat and under control.

## 24.7 Fire Precautions and Fire Safety

- 24.7.1 The Contractor must ensure that all appropriate measures are taken to avoid the risk of fire. The Contractor shall comply with the fire precautions as stipulated in the Environmental Regulations for Workplaces, 1987.
- 24.7.2 Sufficient and suitable storage is provided for flammable liquids, solids and gases.
- 24.7.3 Smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials
- 24.7.4 In confined spaces and other places in which flammable gases, vapours or dust can cause danger only suitably protected electrical installations and equipment, including portable lights, are used, there are no flames or similar means of ignition and adequate ventilation is provided.
- 24.7.5 The Contractor shall ensure that the work areas are clear, at all times, of any material, which could fuel a fire and that combustible materials do not accumulate, oily rags, waste and other substances liable to ignite are without delay removed to a safe place.
- 24.7.6 A thorough inspection is made of the work site at the end of any working period to ensure that no material is left at the work site or any situation left in such a manner that a fire or accident could result (all machines to be turned off at main switches, and cylinders to be closed and hoses deflated).
- 24.7.7 Welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire.
- 24.7.8 Electric welding, oxy-welding or cutting, or any other fire hazardous equipment is not to be used inside or adjacent to electrical switch room, control room, cable duct, any electrical equipment or cables without the permission of the TFR Contract Manager.

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- 24.7.9 Suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned and that such equipment is maintained in a good working order.
- 24.7.10 The fire equipment is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof
- 24.7.11 Sufficient number of employees are trained in the use of fire extinguishing equipment and familiarise themselves with locations of fire fighting equipment in the work site.
- 24.7.12 There is an effective evacuation plan providing for all persons to be evacuated speedily without panic, accounted for and a siren is installed and sounded in the event of a fire.
- 24.7.13 Where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire and the means of escape is kept clear at all times.
- 24.7.14 The Contractor must ensure that fire fighting equipment are not to be used for any purpose other than their intended use.

#### **24.8 Site Establishment and Demarcation of the site**

- 24.8.1 It is important that activities of the contractor(s) are conducted within a limited area to facilitate control and to minimize the impact on the existing natural environment and the surroundings landowners.
- 24.8.2 The Contractor shall demarcate the boundaries of the site in order to restrict activities to the site.
- 24.8.3 The method of demarcation and the location of the demarcated area shall be determined by the Contractor and approved by the TFR Contract Manager prior to any work being undertaken. The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site.
- 24.8.4 Failure to do so may result in the Contractor being required to fence off the boundaries of the site at his own expense to the satisfaction of the TFR .The contractor is responsible for the safeguarding of his/her own equipment and material while on site.

#### **24.9 Fall Protection Plan**

- 24.9.1 In the event of the risk and hazard identification, as required in terms of clause 14 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 24.9.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of the contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 24.9.3 The fall protection plan shall include:-
- (a) a risk assessment of all work carried out from an elevated position;
  - (b) the procedures and methods to address all the identified risks per location;

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- (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
- (d) the training of employees working from elevated positions;
- (e) rescue plan; and
- (f) the procedure addressing the inspection, testing and maintenance of all fall protection equipment

#### **24.10 SHE Signage (Symbolic Safety Signs) on plant and in buildings**

24.10.1 The Contractor's employees shall comply with all SHE signage posted at various locations of TFR sites.

24.10.2 The Contractor shall after occupation of the site ensure that appropriate SHE signs (Symbolic Safety Signs) are displayed on site.

24.10.3 Where a Construction Work Permit has been issued to TFR for this contract, TFR shall provide a copy of such permit to the Contractor who in turn shall ensure that the site unique number as per the permit, is conspicuously displayed on site.

#### **24.11 General Machinery, Tools and Equipment**

24.11.1 The Contractor shall ensure that all machinery, tools and equipment are identified, numbered or tagged, listed on an inventory list,

24.11.2 The Contractor shall ensure that all machinery, tools and equipment are safe to be used and is maintained in a good condition.

24.11.3 The Contractor shall ensure that all machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded in such a manner that persons cannot gain inadvertent access to the moving parts.

24.11.4 All machinery, tools and equipment to be regularly inspected at least monthly or as required by legislation and risk assessments. Records of such inspections shall be kept on the safety file.

24.11.5 Where applicable machinery, tools and equipment must have the necessary approved test or calibration documentation.

24.11.6 The Contractor shall ensure that all machinery, tools and equipment are operated by persons who have been trained to operate such machinery, tools or equipment.

#### **24.12 Portable Electrical Tools**

24.12.1 The Contractor shall ensure that use and storage of all portable electrical tools comply with all applicable legislation.

24.12.2 The Contractor shall ensure that only trained employees are authorised to use portable electrical tools

24.12.3 The Contractor shall ensure that all portable electrical are kept in a safe working condition.

24.12.4 All portable electrical tools are inspected monthly by a competent person and daily before use by the operator of such tool. Records of such inspections must be kept in the safety file.

Contractor Signature.....

Date.....



24.12.5 Safety signs and barriers must be erected before tools are used.

24.12.6 Users / Operators of electrical power tools should be issued with suitable protective equipment

### **24.13 Lifting Machine, Lifting Tackle and Suspended Loads**

24.13.1 The Contractor shall ensure that lifting machine and tackle comply with Driven Machinery Regulation 18 and all other applicable legislative requirements and standards.

24.13.2 The Contractor shall ensure that lifting machine operators shall be competent to operate a lifting machine. They must be in possession of a valid permit. The training should have been done according to the Code of Practice by a provider registered by the Department of Labour.

24.13.3 A lock out system should be implemented to ensure that only an operator that is competent can draw lifting machines and fork lifts.

24.13.4 The Contractor shall ensure that before using any lifting machines or tackle the operator inspect it. Records of such inspections and examinations shall be kept on the safety file.

24.13.5 All lifting machines shall be examined and subjected to a performance test by an accredited person/company at intervals not exceeding 12 months.

24.13.6 All lifting tackle should be recorded on a register and should be examined by an accredited person/company at intervals not exceeding 3 months.

24.13.7 All hooks shall be fitted with a safety latch/catch.

24.13.8 All lifting tackle should be conspicuously and clearly marked with identification particulars and the maximum mass load which it is designed for.

24.13.9 No person shall be moved or supported by means of a lifting machine unless such a machine is fitted with a cradle approved by an inspector.

24.13.10 Rigging of loads to be done in accordance with acceptable safe work practices

24.13.11 Contractors and their employees shall keep out from under suspended loads, including excavators, and between a load and a solid object where they might be crushed if the load should swing or fall. They shall not pass or work under the boom or any crane or excavator.

24.13.12 Contractors and their employees shall ensure that crane loads are not carried over the heads of any workmen.

24.13.13 The Contractor shall ensure proper supervision in terms of guiding the load including the use of guide ropes to prevent loads from swinging and a trained person to direct lifting operations and checking the lifting tackle and attachments daily.

### **24.14 Hand Tools and Pneumatic Tools**

24.14.1 All hand tools (hammers, chisels, spanners, etc) must be recorded on a register and inspected by a competent person on a monthly basis as well as by users prior to use.

Contractor Signature.....

Date.....



24.14.2 All pneumatic tools should be numbered, recorded and inspected at least monthly as well as by users prior to use. And the revolutions per minutes measured in accordance with the manufacturer specifications

24.14.3 Tools with sharp points in tool boxes must be protected with a cover.

24.14.4 All files and similar tools must be fitted with handles.

24.14.5 The Contractor must have a policy on private and make shift tools on site.

24.14.6 No pneumatic tool shall be operated by using a compressed gas cylinder. Pneumatic equipment shall only draw supply from mobile air compressors or from compressed air lines installed within the premises.

## **24.15 Fatigue Management and Fit for Duty Processes**

24.15.1 The Contractor must ensure that it complies to the requirements of RSR 00-4-1.2016 Edition 1, Part 4-1 Human Factors Management-Fatigue Management standard.

24.15.2 The Contractor shall document, implement and maintain processes and procedures to identify, assess and mitigate the risks associated with fatigue's contributory factors.

24.15.3 The Contractor shall comply with TFR Fatigue Risk Management Plan (FRMP) and Fatigue Risk Management System (FRMS).

24.15.4 The Contractor shall collect data and report on their management of fatigue as outlined in Clause 8.3 of Part 4-1 Human Factors Management-Fatigue Management standard.

24.15.5 The Contractor shall document and implement fit for duty processes for all its employees.

## **24.16 Electrical Equipment**

The Contractor must ensure that:

24.16.1 Implementation and compliance with Electrical Installation Regulations, Electrical Machinery Regulations and OH&S Act.

24.16.2 All electrical installations, machinery and electrical work is performed in compliance with TFR Electrical Safety Instructions.

24.16.3 Connections are not made to any power supply without the prior written approval of the TFR Contract Manager.

24.16.4 All electrical machines and appliances provided by the Contractor for his own use on the Site are in a serviceable condition

24.16.5 Power tools used on the Site are protected by residual current devices approved by TFR Contract Manager and are double insulated.

24.16.6 All extension cords, portable tools and electrical plant supplied at a voltage above 32 volts are inspected, tested and tagged by a Licensed Electrician at regular monthly intervals. Details of inspections and tests are kept in Log Books available for inspection by the TFR Contract Manager or any other authorised Officer of TFR.

Contractor Signature.....

Date.....

**TRANSNET FREIGHT RAIL****ENQUIRY: SIC23006CIDB (HOAC HO 41528)****DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST TAMPING DUAL PURPOSE MACHINES FOR NORTH CORRIDOR FOR A PERIOD OF 30 DAYS**

- 24.16.7 All electrical installations are inspected by the TFR Contract Manager (or his nominee) to ensure that the installation complies with the Statutory Regulations applicable to the site and TFR Electrical Safety Instructions. Any installations deemed unsatisfactory by the TFR Contract Manager should be removed by the Contractor at his expense.
- 24.16.8 Portable lights have adequate stability and are fitted with a mechanical guard to protect the lamp. Temporary festoon lighting is of the 'double insulated' type and is supported at least 2.5m above the floor, if possible. Hand lamps are of the 'all insulated' type.
- 24.16.9 All temporary light fittings are supplied from more than one final sub-circuit, with the supply from a residual current device, extra low voltage source or an isolating transformer.
- 24.16.10 The Contractor must obtain approval from the TFR Contract Manager before any of his employees or Sub-contractors commence work within three (3) metres of conductor rails or high tension wires, or where there is a possibility of equipment coming close to and/or touching a power source, and must provide suitable protective insulating barriers. For the erection of scaffolding, the distance is five (5) metres.
- 24.16.11 Only authorised persons may enter Electrical Contactor Houses, Motor Rooms, Switch Rooms, Control Rooms or Cable Ducts. Should the Contractor require entering such places to carry out work, he must first obtain permission from the TFR Contract Manager and obtain a valid Permit to Work.
- 24.16.12 The Contractor's employees required to enter such electrical spaces "authorised persons", with the names entered in the TFR Authorised Persons Register, after receiving approval from the TFR Electrical Officer, or they are accompanied by an authorised person who must supervise the placement of Danger Tags and Out-of-Service Tags, as well as Electrical Isolation Permit.
- 24.16.13 Electrical equipment supply cabling distribution boards, fixed lighting and portable appliances, extension leads, welding machines, compressors, pumps and hand portable tools are inspected on a monthly basis and also by the user daily before use.
- 24.16.14 Such monthly inspection(s) are to be performed by an appropriately qualified Electrician.
- 24.16.15 Contractors working on, over, under, or adjacent to railway lines and near high voltage equipment shall comply with the TFR E7/1 Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment.

**24.17 Work in Confined Space**

- 24.17.1 The Contractor shall ensure that a confined space is only entered by an employee or any other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.
- 24.17.2 the Contractor shall take steps to ensure that any confined space in which there exist or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or likely to have, an oxygen content of less than 20 percent by volume, is entered by an employee or other person only when:
- (a) the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken;

Contractor Signature.....

Date.....



- (b) the confined space is isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

24.17.3 The Contractor shall ensure that the provisions of General Safety Regulation 5 are complied with regard to work on confined space

24.17.4 The Contractor must take into consideration that a tunnel is defined as a confined space in terms of the General Safety Regulations and must ensure compliance to the above when working in tunnels.

## **25. Confidentiality**

25.1 The Contractor must, at all times, consider all data or information given to him or that is required in connection with the work of the Company, as confidential and not makes unauthorized use of it.

25.2 He/she must ensure that such data or information is not given to any non-employee of the contractor without written consent of the TFR Contract Manager.

25.3 The Contractor shall be aware of the confidentiality of the mentioned information and is compelled to treat it accordingly.

25.4 The contractor must provide adequate physical protection for any confidential documents, etc, which were obtained from Transnet in connection with the contract work as well as any copies made thereof. If any documents or sketches are lost TFR must be notified immediately.

Contractor Signature.....

Date.....

## ANNEXURE 1

### CONTRACTOR MONTHLY SHE REPORT

For Month/Year		Name of Contractor		
Name of Project				
Contract Number		Date of Commencement	Date of Completion	
Number of employees	Man-hours worked this Month	Cumulative (Contract duration man-hours)	Man-hours Since last Lost Time Incident (LTI)	DIFR

#### 1. Details of SHE Incidents

Incident	This Month	Cumulative(Contract duration)	Short description of major/ significant incidents and preventative action taken
Number of fatalities			
Number of disabling incidents			
Number of Medical Treatment Cases			
Number of first aid Cases			
Number of near miss incidents			
Motor vehicle incidents			
Number of environmental incidents			
Positive substance abuse incidents			
Substandard Act/ Conditions observed			
Legal violations observed			

#### 2. Details of SHE Meetings

Date	No of participants	Major SHE Concerns	Action taken

Contractor Signature.....

Date.....



### **3. Details of Audits/Inspections**

Date	Area / Facility	Findings/Recommendations	Action taken

### **5. Details of any SHE Promotional activities for the month**

Date	Activity	Remarks

### **6. Safety Communication**

Month	Number of Safety talks held	Remarks

Attach separate sheets for further or other details

.....  
 Name of Contractor Representative

.....  
 Signature

.....  
 Date

Contractor Signature.....

Date.....

**To Whom It May Concern,**

**CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE**

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2023 to 31 March 2024 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

**CONTRACT WORKS INSURANCE**

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : 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 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.

Additional Co-Insureds:

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;

**Provincial & Government:** 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.

**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) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts 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;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

### Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
  - (a) Works below ground level; and
  - (b) Tunnelling machinery below ground level; and
  - (c) A tunnelling crew operating the machinery below ground level;
  - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

**Main Policy Exclusions :**

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

**Deductibles:**

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).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000

R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

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

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

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

## **PUBLIC LIABILITY**

Cover Provided :	Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>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 <b>Excluding</b>:</p> <ul style="list-style-type: none"> <li>a) Contracts which at award stage have a value in excess of R 1,000,000,000.</li> <li>b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight &amp; Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).</li> <li>c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.</li> <li>d) Contracts 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.</li> <li>e) Contracts in or on any aircraft.</li> <li>f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and</li> </ul>

offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

**Policy Limits:**

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Deductible(s) :** R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

**General Policy Exclusions :**

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance

- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

## PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

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**:

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- Contracts 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.
- Contracts in or on any aircraft.
- Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity -

\*R100,000,000 in the aggregate during the policy period of insurance.



\*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Policy Extension  
Limits Of Indemnity:**

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

**Deductibles:**

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

**Policy Special Conditions :**

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

**Policy Main Exclusions:**

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.

- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

**This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.**

Dennis Govender



Chief Broking Officer