

## **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 TURNOUT REPLACEMENT MACHINE**

<b>RFP NUMBER</b>	<b>: SIC23040CIDB HOAC HO 45710</b>
<b>ISSUE DATE</b>	<b>: 16 APRIL 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: NOT APPLICABLE</b>
<b>CLOSING DATE</b>	<b>: 30 APRIL 2024</b>
<b>CLOSING TIME</b>	<b>: 10H00AM</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 WEEKS FROM CLOSING DATE (23 JULY 2024)</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 TURNOUT REPLACEMENT MACHINE</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>TENDER CLARIFICATION MEETING</b>	The tender clarification meeting is not applicable, tender may send clarification as per attached details on the "CLARIFICATION REQUEST FORM"
<b>CLOSING DATE</b>	<b>10:00am on 30 April 2024</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



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: SIC23040CIDB (HOAC HO 45710)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK TURNOUT REPLACEMENT MACHINE

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.
- 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 have 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 on T2.2-14 [**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.
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)**



TRANSNET FREIGHT RAIL  
ENQUIRY NUMBER: SIC23040CIDB (HOAC HO 45710)  
DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK TURNOUT REPLACEMENT MACHINE

**RFP CLARIFICATION REQUEST FORM**

**RFP No: SIC23040CIDB (HOAC-HO-45710)**

RFP deadline for questions / RFP Clarifications: **12:00pm 22 April 2024**

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

REQUEST FOR RFP CLARIFICATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



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

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

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

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



## 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 Employer is <b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the Employer 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 Guarantee  Part C2: Pricing data C2.1 Pricing instructions C2.2 Price List

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Part C3: Scope of work	C3.1 Service Information
Part C4: Affected Property	C4.1 Affected Property

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C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Sedzani Mathelemusa
	Address:	15 Girton Road, Inyanda House 2, Parktown, Johannesburg,2001
	Tel No.	011 584 0663
	E – mail	<a href="mailto:sedzani.mathelemusa@transnet.net">sedzani.mathelemusa@transnet.net</a>

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

**1. Step One - Eligibility in terms of the Construction Industry Development Board:**

a) 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 **SCE or higher** class of construction work, are eligible to have their tenders evaluated.

b) 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;
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 **SCE 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 stipulated eligibility criteria will be regarded as an unacceptable tender.***

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## 2. Step Two: Price and Specific goals

Commercial Scoring: 80 Points

Specific goals - Scorecard: 20 Points

## 3. Step Three: Due diligence

- Risk Management assessment
- Health and Safety Management assessment
- Financial assessment

## 4. Step 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:

- Signed letter indicating that the bidder owns the machine **OR** signed/stamped leasing agreement between the machine owner and the preferred bidder.
- a) Letter of Commitment indicating that the bidder will be able to render services within seven (07) days.

## 5. Step Five: 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.

Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

## 6. Step 6: Award of business and conclusion of contract

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)

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C.2.12 No alternative tender offers will be considered.

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

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

Identification Details: The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: SIC23040CIDB (HOAC HO 45710)  
The Tender Description: Maintenance Of Railway Track with On-Track Turnout Replacement Machine for a Period One (1) Month.

Documents must be marked for the attention of: **Employer's Agent: Sedzani Mathelemusa**

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

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C.2.15 The closing time for submission of tender offers is: Time:  
**10:00am on the 30 April 2024**

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

**NO LATE TENDERS WILL BE ACCEPTED**

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C.2.16 The tender offer validity period is **12 weeks (23 July 2024)** 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.

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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 line with the code of good practice, togetherwith the tender;
3. A valid CRS Number in order to verify and confirm the correct and required 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 are Administratively and Substantively Responsive will be evaluated further in accordance with the 80/20 preference points systems as described in Transnet Preferential Procurement Policy (TPPP)

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,

Thresholds	Minimum Threshold
Technical / functionality	N/A

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

Up to 100 minus W1 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 evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (20)
B-BBEE LEVEL 1 OR 2	5
At least 30% Black Women Owned Entities	5
At least 50% Black Youth Owned Entities	5
Entities owned by People with Disabilities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

**The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:**

Specific Goals	Acceptable Evidence
B-BBEE LEVEL 1 OR 2	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
At least 30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
At least 50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities owned by People with Disabilities	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE LEVEL 1 OR 2	5
At least 30% Black Women Owned Entities	5
At least 50% Black Youth Owned Entities	5
Entities owned by People with Disabilities	5
Total points for Price and Specific Goals must not exceed	100

**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.

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. The 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) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - c) 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,

- d) has the legal capacity to enter into the contract,
- e) 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 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,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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



**STAATSKOERANT, 8 AUGUSTUS 2019**

**DEPARTMENT OF PUBLIC WORKSNOTICE  
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

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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

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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.

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## **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:**

#### **T2.2-1 Stage One as per CIDB: Eligibility Criteria Schedule - CIDB Registration**

**5CE or higher**

### **2.1.2 Returnable Schedules:**

#### **General:**

- T2.2-2 Authority to submit tender
- T2.2-3 Record of addenda to tender documents
- T2.2-4 Letter of Good Standing
- T2.2-5 Risk Elements
- T2.2-6 Availability of equipment and other resources
- T2.2-7 Schedule of proposed Subcontractors
- T2.2-8 Health and Safety Management
- T2.2-8a Health and Safety Questionnaire
- T2.2-8b HS Cost Breakdown
- T2.2-8c SHE Specification
- T2.2-8d Section 37 Mandatary Agreement
- T2.2-8e Transnet Specification on VER E7.1
- T2.2-9 Risk Management
- T2.2-10 Environmental Management

- B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

#### **Agreement and Commitment by Tenderer:**

T2.2-11 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire; Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.T2.2-12

Non-Disclosure Agreement

- T2.2-13 RFP Declaration Form
- T2.2-14 RFP – Breach of Law
- T2.2-15 Certificate of Acquaintance with Tender Document
- T2.2-16 Service Provider Integrity Pact
- T2.2-17 Supplier Code of Conduct
- T2.2-18 Agreement in terms of Protection of Personal Information Act (POPIA)T2.2-
- T2.2-19 Confirmation of Machine/s Ownership

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

T2.2-20 Insurance provided by the Contractor

T2.2-21 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)**

## **2.4 C2.2 Price List**



## T2.2-1: Eligibility Criteria Schedule - CIDB Grading Designation

### Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below.

CRS Number	Status	Grading	Expiry Date

1. 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, for a **5CE or higher** class of construction works, are eligible to have their tenders evaluated.

### 2. 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;
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 **5CE or higher** class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

**T2.2-2: Authority to submit a Tender.**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

**A. Certificate for Company**

I, \_\_\_\_\_ chairperson of the board of directors \_\_\_\_\_

\_\_\_\_\_, hereby confirm that by resolution of the board taken on \_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

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## B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**NOTE:** This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

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### C. Certificate for Joint Venture

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

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity



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**D. Certificate for Sole Proprietor**

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the  
business trading as \_\_\_\_\_.

Signed

Date

Name

Position

Sole Proprietor

### **T2.2-3: Record of Addenda to Tender Documents**

This schedule as submitted confirms that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		



**T2.2-4: Letter/s of Good Standing with the Workmen's**

**Compensation Fund**

Attached to this schedule is the Letter/s of Good Standing.1.

- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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.....
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.....
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**T2.2-6: Availability of Equipment and Other Resources**

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the service as described in the Service Information.

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

**T2.2-7: Schedule of Proposed Subcontractors**

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the service.

**Note to tenderers:**

**Tenderer to note that after award, any deviations from this list of proposed sub- contractors will be subject to acceptance by the Service Manager in terms of the Conditions of Contract.**

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address	Nature of work			Amount of Worked	Percentage of work
% Black Owned	EM E	QS E	Yout h	Women	Disabiliti es	Rural/ Underdevelop ed areas/ Townships	Militar y Vetera ns	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Name of Proposed Subcontractor			Address	Nature of work			Amount of Worked	Percentage of work
% Black Owned	EM E	QS E	Yout h	Women	Disabiliti es	Rural/ Underdevelop ed areas/ Townships	Militar y Vetera ns	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Name of Proposed Subcontractor			Address	Nature of work			Amount of Worked	Percentage of work
% Black Owned	EM E	QS E	Yout h	Women	Disabiliti es	Rural/ Underdevelop ed areas/ Townships	Militar y Vetera ns	



	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Name of Proposed Subcontractor			Address	Nature of work			Amount of Worked	Percentage of work
% Black Owned	EM E	QS E	Yout h	Women	Disabiliti es	Rural/ Underdevelop ed areas/ Townships	Militar y Vetera ns	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**T2.2-08: Assessment Schedule - Health and Safety Requirements**

Submit the following documents as a minimum with your tender:

1. The Tenderers must provide their own project specific health and safety Plan.
2. Health and safety cost breakdown (Bill of Quantities)
3. Safety, Policy signed by the Chief Executive Officer, must include or cover the following five elements –
  - Commitment to Safety, prevention of pollution,
  - Continual improvement,
  - Compliance to legal requirements, appropriate to the nature of contractor’s activities,
  - Hold management accountable for development of the safety systems
  - Include objectives and targets.
4. Table or outline the Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993
5. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
6. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project
7. **Three years** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
8. Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure B.

**Attached submissions to this schedule:**

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## T2.2-08a: Health and Safety Questionnaire

### Health, Safety Questionnaire

<b>1. SAFE WORK PERFORMANCE</b>			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>2. CITATIONS</b>			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
<b>3. CERTIFICATE OF RECOGNITION</b>			
Does your company have a Certificate of Recognition?			
<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is the Certificate No. _____ Issue Date _____			

#### 4. SAFETY PROGRAM

Do you have a written safety program manual?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If Yes, provide a copy for review					
Do you have a pocket safety booklet for field distribution?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If Yes, provide a copy for review					
Does your safety program contain the following elements:					
	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

#### 5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
If Yes, include a course outline. Does it include any of the following:					
	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

5B. Do you have a program for training newly hired or promoted supervisors?  Yes  No  
 (If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections?  Yes  No  Weekly  Monthly  Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items? \_\_\_\_\_

Do you hold site safety meetings for field employees? If Yes, how often?

Yes  No  Daily  Weekly  Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes  No  Weekly  Biweekly  Monthly

Is pre-job safety instruction provided before to each new task?  Yes  No

Is the process documented?  Yes  No

Who leads the discussion? \_\_\_\_\_

Do you have a hazard assessment process?  Yes  No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

Yes  No

How does your company measure its H&S success?

- Attach separate sheet to explain

**7. SAFETY STEWARDSHIP**

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthl y	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7B How are incident records and summaries kept? How often are they reported internally?</b>					
	Yes	No	Monthl y	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotalled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7C How are the costs of individual incidents kept? How often are they reported internally?</b>					
	Yes	No	Monthl y	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotalled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7D Does your company track non-injury incidents?</b>					
	Yes	No	Monthl y	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>8 PERSONNEL</b>		
List key health and safety officers planned for this project. Attach resume.		
Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number
Other responsibilities:		
<b>9 REFERENCES</b>		
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program		
Name and Company	Address	Phone Number



### T2.2-08b Health and Safety Cost Breakdown

NB: This Safety Cost breakdown is required to illustrate to Transnet that safety costs have been factored into your tender price and will not be paid for as a separate expense.

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	
	SIC23019CIDB	COUNTRYWIDE	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			
15.	Other			

<b>Total Health and Safety Estimate (R)</b>	
<b>Total Estimate Value (R)</b>	
<b>H&amp;S Cost as % of Tender value</b>	

**T2.2-08c SHE Specification**

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

<b>CONTRACT NAME:</b>	Turn-out replacement machine for North Corridor Shut-down
<b>CONTRACT NUMBER:</b>	SIC23040CIDB
<b>CONTRACT SCOPE:</b>	This contract shall cover complete replacement of turnouts with new turnouts. It shall include prior screening of turnouts where required, removal, dismantling, loading and or stacking of the old turnout and related track panels, removal of ballast, formation repair and drainage construction, new ballast work, re-assembly of new turnout, transport of new turnout, installation of new turnout, all track welding and related work, lifting and aligning. It shall include provision of flagmen for protection at every worksite and all other related track work for the proper completion of the turnout. Additionally, the following shall be provided: all associated labour, supervision, road vehicles, ancillary tools and equipment, fuels, lubricants, spare parts and consumables.
<b>CONTRACT LOCATION:</b>	Mpumalanga and Kwazulu Natal
<b>CONTRACT DURATION:</b>	One Month
<b>CONTRACT MANAGER:</b>	Darshani Govender
<b>TFR CONTRACT REPRESENTATIVE / TECHNICAL OFFICER:</b>	Darshani Govender
<b>CHS AGENT:</b>	

**SHE SPECIFICATION APPROVAL**

	<b>NAME:</b>	<b>SIGNATURE:</b>
<b>TFR CONTRACT MANAGER / CONTRACT REPRESENTATIVE</b>	Darshani Govender	..... <b>DATE:</b>
<b>RISK / ENVIRONMENTAL SPECIALIST</b>	Elekanyani Phundulu	..... <b>DATE:</b>
<b>CHS AGENT / SAFETY SPECIALIST / MANAGER</b>	Theo Hlungwani	..... <b>DATE:</b>

## 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 and National Railway Safety Act 16 of 2002..
- 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 of 2000 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. 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 to complying with 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
  - 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 (including Principal Contractors) and subcontractors. NB: A contractor is an employer in his/her own right;
- 6.5 **"COVID 19"** means Corona Virus Disease of 2019
- 6.6 **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.
- 6.7 **"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

- 6.8 **"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;
- 6.9 **"health and safety (SHE) plan"** means a site, activity or Contract specific documented plan in accordance with the client's health and safety specification;
- 6.10 **"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;
- 6.11 **"rail road vehicle"** means a vehicle that can travel on rail and road
- 6.12 **"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
- 6.13 **"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
  - (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.
- 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 meetings.

## **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.
- 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.

- 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.

### **12.4 Training of Flagmen**

- 12.4.1 The appropriate training for the flagmen provided by the Contractor can be provided by Transnet Freight Rail (TFR) at the start of the contract.
- 12.4.2 Transnet Freight Rail (TFR) requires flagmen, and the pre-requisites for such persons to qualify to be trained, shall be basic literacy skills and Basic English language ability.
- 12.4.3 The Contractor will be required to supply at least six of his employees to be trained and certificated in performance of protection duties.
- 12.4.4 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.
- 12.4.5 In cases where a person was not performing flagmen duties for a period of 6 months or longer, shall be re-tested and again be re-certified competent, before he may be re-used for Protection Duties. Retraining of Flagmen after 6 months of inactivity shall be for the Contractor's account.

### **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;
  - (b) 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;



- (c) 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.
  - (d) Provide health and safety cost breakdown that covers health and safety cost elements for the duration of the contract and must be incorporated in the total contract cost.
- 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.
- 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 and Fire prevention and protection
  - (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.
- 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.
- 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.

14.12 The contractor shall conduct a COVID-19 risk assessment to give effect to minimum control measure required, taking into consideration the specific circumstances of the workplace and work activities. When conducting such a risk assessment, the contractor shall take into consideration measures required by the COVID-19 Occupational Health and Safety Measures in Workplaces.

## **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.

16.1.3 The contractor shall develop and implement COVID 19 procedure and program to ensure the protection of employees and other persons.

### **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;

(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.

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

## **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 in line with and approved by credible institution such as SABS, EN, or AN the National Department of Health, National Institute of Communicable Diseases and the National Institute for Occupational Health whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.
- 19.3 The Contractor shall manage the issuing of PPE and ensure that PPE is used at all times.
- 19.4 Employees shall be trained on 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.

## **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.
- 23.4 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).
- 23.5 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.

- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 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.
- 23.10 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.
- 23.11 Camps and site offices shall be fenced (where necessary) in consultation with the landowner.
- 23.12 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.
- 23.13 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;



- 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.
- 24.3.15 In case of COVID 19 outbreak, the contractor shall when transporting his employees to TFR premises comply with the regulations which outlines that 70% of the vehicle capacity can be utilised, vehicle is sanitised before and after transporting employees. All employees must sanitise their hands before getting into the vehicle and wear their face mask while in transit.

#### **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
- 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.
- 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;
- (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.
- 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.
- 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.
- 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;
- (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.

## **24.18 COVID 19 Requirements**

24.18.1 The contractor shall complete and submit to the TFR Contract Manager a declaration stating that the contractor is permitted to operate in terms of the provisions of the Disaster Management Act 2002 (Act No 57 of 2002) and Regulations, Transnet COVID-19 Guidelines and COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020 and have prepared a COVID-19 Workplace Readiness Plan and shall operate within the regulated permissions and restrictions of applicable lockdown level.

24.18.2 The contractor must ensure that all its employees are trained on the health risks and hazards associated with COVID-19 and what precautionary measures they must follow for the protection of their health, including the proper use and maintenance of PPE. They are prepared and informed regarding updated rules, hygiene and behavioural practices, complete a "return to work interview" with their line manager and sign commitment to maintain social distancing.

24.18.3 The contractor shall ensure that every employee reporting for duty is screened to ascertain whether they have any observable symptoms associated with COVID-19 and require such employee to immediately inform the contractor if he/she experiences such symptoms

24.18.4 non-essential physical work that requires close contact between workers should be avoided where it is possible to do so.

24.18.5 Where it is practicable, every employee must be issued with own tool for use for the duration of the shift. Tools and equipment in stores should be sanitised before issued and on return to the stores.

24.18.6 Washing hands facilities must be provided on site, and where it is not available, employees should be provided with hand sanitisers. Employees should be encouraged to regularly wash their hands.

24.18.7 Alcohol testing on site should be managed in such a way that no employee is exposed to the virus and contractors must promote personal hygiene. Breathalyzer equipped with disposable mouthpieces shall be used and shall be cleaned and/or disinfected after every use.

24.18.8 All non-essential visitors to site are not allowed, only suppliers are allowed. Suppliers must be advised in advance of the COVID-19 site screening tests and required COVID-19 PPE requirements for the site.

24.18.9 Where site meetings are held, only absolutely necessary meeting participants should attend. Social distancing should be maintained.

24.18.10 The contractor shall when transporting his employees to TFR premises comply with the regulations which outlines that 70% of the vehicle capacity can be utilised.

24.18.11 The contractor shall inform the TFR Contract Manager when any of its employees working on TFR premises has been diagnosed with COVID-19. The contractor shall investigate the cause and control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place.

## **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.



**ANNEXURE 1**

**CONTRACTOR MONTHLY SHE REPORT**

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

**1. Details of SHE Incidents**

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

**2. Details of SHE Meetings**

<b>Date</b>	<b>No of participants</b>	<b>Major SHE Concerns</b>	<b>Action taken</b>

**3. Details of Audits/Inspections**

<b>Date</b>	<b>Area / Facility</b>	<b>Findings/Recommendations</b>	<b>Action taken</b>

**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

**MANDATARY 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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## **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 Mandatory 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 Mandatory 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 Mandatory and/or while any of the Mandatory'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,

27.1.1 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.

**28 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\_\_

---

**For and on behalf of the Employer**

**Witnesses:**

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

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

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

\_\_\_\_\_  
**for and on behalf of the Mandatary**

**Witnesses:**

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

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

**TRANSNET**



Transnet SOC Limited Registration Number  
1990/00900/06

## **TRANSNET SPECIFICATION**

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

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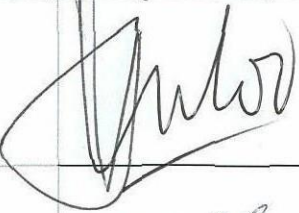

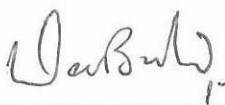

(This specification shall be used in network operator contracts)

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

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"	Principal Engineer Infra Engineering (Structures)	J. Homan	
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"	Chief Engineer Transport Telecoms	D. Botha	 17 June 11
Authorised:	Chief Engineer Infrastructure Engineering	J. van Aardt	 2011/06/30

Date:

May 2011

(This page not to be issued with contract)

**TRANSNET**



Transnet SOC Limited Registration Number  
1990/00900/06

## **TRANSNET SPECIFICATION**

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

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(This specification shall be used in network operator contracts)

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## **1.0 SCOPE**

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

## **2.0 DEFINITIONS**

The following definitions shall apply:

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

"Barrier" Any device designed to restrict access to "live" high-voltage electrical equipment. "Bond" - A short conductor installed to provide electrical continuity.

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

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

"Dead" - Isolated and earthed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **PART A - GENERAL SPECIFICATION**

### **3.0 AUTHORITY OF OFFICERS OF TRANSNET**

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

### **4.0 CONTRACTOR'S REPRESENTATIVES AND STAFF CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.**

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

### **5.0 OCCUPATIONS AND WORK PERMITS**

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

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

## 6.0 SPEED RESTRICTIONS AND PROTECTION

- 6.0 When speed restrictions are imposed by the network operator because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.
- 6.1 When the Contract Supervisor considers protection to be necessary the Contractor shall, unless otherwise agreed, provide all protection including flagmen, other personnel and all equipment for the protection of the network operator's and the Contractor's personnel and assets, the public and including trains.
- 6.1.1 The network operator will provide training free of charge of the Contractor's flagmen and other personnel performing protection duties. The Contractor shall consult with the Contract Supervisor, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in the Manual for Track Maintenance (Document no. BBB0481):
- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
  - Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
  - Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
  - Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)
- 6.2 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction which
- STACKING OF MATERIAL**
- 9.0 The Contractor shall not stack any material closer than 3m from the centre line of any railway line without prior approval of the Contract Supervisor.

## 10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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

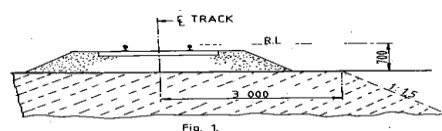


Fig. 1.

- 6.3 may be given by the network operator personnel providing protection.

## 7.0 ROADS AND ROADS ON THE NETWORK OPERATOR'S PROPERTY

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

## 8.0 CLEARANCES

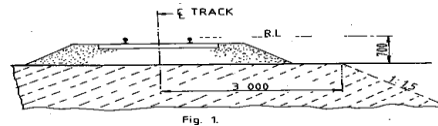
- 8.1 No temporary works shall encroach on the appropriate minimum clearances set out in the Manual for Track Maintenance (Document no. BBB0481):
- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
  - Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure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

## 9.0 STACKING OF MATERIAL

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

## 10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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



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

## 11.0 FALSEWORK FOR STRUCTURES

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

## **12.0 PILING**

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

## **13.0 UNDERGROUND SERVICES**

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

## **14.0 LASTING AND USE OF EXPLOSIVES**

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

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

- 14.9 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).
- 14.10 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Contract Supervisor, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station.

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

- 14.11 The flagmen described in clause 14.10, where provided by the network operator, are for the protection of trains and the network operator's property only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.
- 14.12 The person described in clause 14.10 will record in a book provided and retained by the network operator, the dates and times:-
- (i) when each request is made by him to the controlling station for permission to blast;
  - (ii) when blasting may take place;
  - (iii) when blasting actually takes place; and
  - (iv) when he advises the controlling station that the line is safe for the passage of trains.
- 14.13 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Contract Supervisor and the person who will do the blasting shall both sign the book whenever an entry described in clause 14.12 is made.

## **15.0 RAIL TROLLEYS**

- 15.1 The use of rail trolleys or trestle trolleys on a railway line for working on high voltage equipment will be permitted only if approved by the Contract Supervisor and under the conditions stipulated by him.
- 15.2 All costs in connection with trolley working and any train protection services requested by the Contractor shall, be borne by the Contractor, unless otherwise agreed.

## **16.0 SIGNAL TRACK CIRCUITS**

- 16.1 Where signal track circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical current makes contact between rails of railway line/lines.
- 16.2 No signal connections on track-circuited tracks shall be severed without the Contract Supervisor's knowledge and consent.

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

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

## **18.0 SURVEY BEACONS AND PEGS**

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

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

- 18.2 The Contractor shall not move or damage any cadastral or mining beacon without the written approval of the Contract Supervisor and before it has been referenced by a registered land surveyor. Any old boundary beacon, which becomes an internal beacon on creation of new boundaries, shall not be moved without the written approval of the Contract Supervisor.
- 18.3 Should the Contractor move or damage any cadastral or mining beacon without authority, he shall be responsible for having it replaced, at his cost, by a land surveyor.
- 18.0 The Contractor shall preserve all pegs and bench marks. Such survey points shall not be removed without the written approval of the Contract Supervisor. Should any peg or benchmark be removed without authority, the Contract Supervisor will arrange for its replacement and the cost will be recovered from the Contractor. No claim will be considered for delay in replacing any such peg or bench mark. Each peg replaced shall be checked by the Contractor.
- 18.1 Where a new boundary has been established, beacons on the fence line shall not be disturbed, and fence posts or anchors may not be placed or excavations made within 0,6 m of any beacon without the prior written approval of the Contract Supervisor.

### **19.0 TEMPORARY LEVEL CROSSINGS**

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

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

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

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

## **20.0 COMPLETION OF THE WORKS**

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

## **21.0 PROTECTION OF PERSONS AND PROPERTY**

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

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

- 21.0 The Contractor shall take all the requisite measures and precautions during the course of the Works to:

- (i) protect the public and property of the public,
- (ii) protect the property and workmen of both the network operator and the Contractor,
- (iii) avoid damage to and prevent trespass on adjoining properties, and
- (iv) ensure compliance with any instruction issued by the Contract Supervisor or other authorised person, and with any stipulation embodied in the contract documents which affects the safety of any person or thing.

- 21.1 The network operator will provide, at its own cost, protection for the safe working of trains during such operations as the Contract Supervisor may consider necessary. Protection by the network operator for any purpose whatsoever, does not absolve the Contractor of his responsibilities in terms of the Contract.

- 21.2 The Contractor shall take all precautions and appoint guards, watchmen and compound managers for prevention of disorder among and misconduct by the persons employed on the Works and by any other persons, whether employees or not, on the work site and for the preservation of the peace and protection of persons and property in the direct neighbourhood. Any relocation of camps because of disorder shall be at the Contractor's expense.

- 21.3 All operations necessary for the execution of the Works, including the provision of any temporary work and camping sites, shall be carried out so as not to cause veldt fires, ground and environmental pollution, soil erosion or restriction of or interference with streams, furrows, drains and water supplies.

If the original surface of the ground is disturbed in connection with the Works, it shall be made good by the Contractor to the satisfaction of the land owner, occupier or responsible authority.

- 21.4 The Contractor shall take all reasonable steps to minimise noise and disturbance when carrying out the Works, including work permitted outside normal working hours.

- 21.5 Dumping of waste or excess materials by the Contractor shall, in urban areas, be done under the direction and control of, and at sites made available by the local authority. Dumping outside local authority boundaries shall be done only with the express permission and under the direction and control of the Contract Supervisor.

- 21.6 The Contractor shall comply with environmental protection measures and specifications stipulated by the Contract Supervisor and/or local and environmental authorities.

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## **22.0 INTERFERENCE WITH THE NETWORK OPERATOR'S ASSETS AND WORK ON OPEN LINES**

- 22.1 The Contractor shall not interfere in any manner whatsoever with an open line, nor shall he carry out any work or perform any act which affects the security, use or safety of an open line except with the authority of the Contract Supervisor and in the presence of a duly authorised representative of the network operator.
- 22.2 The Contractor shall not carry out any work or operate any plant, or place any material whatsoever nearer than three metres from the centre line of any open line except with the written permission of the Contract Supervisor and subject to such conditions as he may impose.
- 22.3 Care must be taken not to interfere with or damage any services such as overhead wire routes, cables or pipes and optical fibre cable, except as provided for the work specified. The Contractor will be held responsible for any damage to or interruption of such services arising from any act or omission on his part or of any of his employees, or persons engaged by him on the Works. The cost of repairing, replacing or restoring the services, as well as all other costs arising from any damage to services, shall be borne by, and will be recovered from the Contractor.
- 22.4 Authority granted by the Contract Supervisor and the presence of an authorised representative of the network operator in terms hereof, shall not relieve the Contractor of his duty to comply with this specification.

## **23.0 ACCESS, RIGHTS-OF-WAY AND CAMPSITES**

- 23.1 Where entry onto the network operator's property is restricted, permission to enter will be given only for the purpose of carrying out the Works and will be subject to the terms and conditions laid down by the network operator.
- 23.2 The Contractor shall arrange for campsites, workplaces and access thereto as well as for any right-of-way over private property to the site of the Works, and for access within the boundaries of the network operator's property. The owners of private property to be traversed shall be approached and treated with tact and courtesy by the Contractor, who shall, if necessary, obtain a letter of introduction to such property owners from the Contract Supervisor.

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

- 23.0 The Contractor shall take all reasonable steps to confine the movement of vehicles and plant to the approved right-of-way to minimise damage to property, crops and natural vegetation.
- 23.1 When access is no longer required, and before completion of the Works, the Contractor shall repair, restore or replace any fence or gate damaged during execution of the Works to the satisfaction of the Contract Supervisor and shall furnish the Contract Supervisor with a certificate signed by the owner and occupier of land over which he has gained access to a campsite, workplace and the Works, certifying that the owner and occupier have no claim against the Contractor or the network operator arising from the Contractor's use of the land. Should the Contractor be unable to obtain the required certificate, he shall report the circumstances to the Contract Supervisor.

## **24.0 SUPERVISION**

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



- 24.2 The Contract Supervisor may delegate to any deputy or other person, any of his duties or functions under the Contract. On receiving notice in writing of such delegation, the Contractor shall recognise and obey the deputy or person to whom any such duties or functions have been delegated as if he were the Contract Supervisor.
- 24.3 The Contractor shall exercise supervision over the Works at all times when work is performed or shall be represented by an agent having full power and authority to act on behalf of the Contractor. Such agent shall be competent and responsible, and have adequate experience in carrying out work of a similar nature to the Works, and shall exercise personal supervision on behalf of the Contractor. The Contract Supervisor shall be notified in writing of such appointment which will be subject to his approval.
- 24.4 The Contractor or his duly authorised agent shall be available on the site at all times while the Works are in progress to receive the orders and directions of the Contract Supervisor.

## **25.0 HOUSING OF EMPLOYEES**

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

## **26.0 OPTICAL FIBRE CABLE ROUTES**

- 26.0 The Contractor shall not handle, impact, move or deviate any optical fibre cable without prior approval.
- 26.1 Works that in any way affect the optical fibre cable requires prior approval from the Contract Supervisor.

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

### 27.0 GENERAL

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

### 28.0 WORK ON BUILDINGS OR FIXED STRUCTURES

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

28.4

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

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

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

### **30.0 USE OF EQUIPMENT**

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

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

#### **30.2 Portable Ladders**

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

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

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

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

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

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

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

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

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

### **33.0 USE OF WATER**

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

### **34.0 USE OF CONSTRUCTION PLANT**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **36.0 TRACTION RETURN CIRCUITS IN RAILS**

- 36.1 DANGEROUS CONDITIONS CAN BE CREATED BY REMOVING OR SEVERING ANY BOND.
- 36.2 Broken rails with an air gap between the ends, and joints at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by the network operator personnel.
- 36.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Contract Supervisor at least 7 days written notice when removal of such bonds is necessary.
- 36.4 No work on the track which involves interference with the traction return rail circuit either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

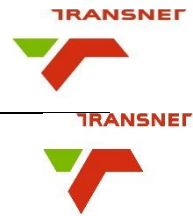
### **36.5 HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY THE NETWORK OPERATOR**

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

Such equipment includes:-

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

**END**



**T2.2-09 : Returnable: Enterprise Risk and Business Continuity Management Requirements (Due Diligence)**

Tenderers to identify and evaluate the potential risk elements associated with the Works/ Services etc. and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tendered are to be submitted.

If no risks are identified "No Risk" must be stated on this schedule.

Tenders are also to evaluate any risk/s stated by the Employer in Contract Data Part C1 and provided possible mitigation thereof.

Tenderers to de

monstrate their understand of for potential Business Continuity threats, through a relevant Business Impact Analysis process and measures to be implemented to recover associated Works/ Services within pre-defined recovery times, to ensure Business Continuity.

**Attached submissions:**

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Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

**The Due Diligence of the Tenderer’s Risk Elements will be as follows:**

1. Due Diligence Elements: Risk Management and Business Continuity Management	
Tender Number:	
Tender Description:	
1.1. Business Impact Analysis	Due Diligence
<p><b>1.1.1. Identification of critical processes within the project / service:</b> Demonstrate that the critical activities and/ or processes are identified. These are activities and/ or processes if disrupted prevent project completion / service delivery.</p> <p><b>1.1.2. Recovery Time Objective (RTO) in case of any interruption that may arise:</b> Detail for each of the above critical activities and/ or processes what is the determined acceptable recovery time objective for re-instatement of the activity/ process (consider all applicable SLA or regulatory requirements).</p> <p><b>1.1.3. Recovery Strategy:</b> How will the service provider/ supplier recover - Detail the step-by-step process as to how the critical activities and/ or processes will be recovered? In which order? Whom is to undertake the recovery etc.</p> <p><b>1.1.4. Operational dependencies:</b> Note all internal and external dependencies for the recovery of the listed critical activities and/ or processes e.g.: Operational equipment, telephones etc. needed to ensure continuity.</p> <p><b>1.1.5. Alternative supply of equipment and/ or supply of extra staff:</b> Provide adequate information on how alternate equipment or additional experienced staff will be secured if a BCM incident negatively impacting these resources as originally allocated for completion of a project/ delivery of a service.</p> <p><b>1.1.6. Battle Box:</b> Provide details on whether a battle box is established and what its entails/ contains. This may be either a physical collection or an electronic repository of recovery plans, other necessary documentation, templates, memo's, letter heads etc. required for re-instatement of business-critical systems. In some instance this can also include off-site stores of certain equipment or electronic devices etc.</p>	<p>The 6 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p>
1.2. Business Continuity Plan	Due Diligence

<p>Business Continuity Plan or related annexures to the plan must contain:</p> <p><b>1.2.1. Emergency operating procedure:</b> Must detail the steps to be followed following a emergency situation/ incident for the site / location of impact.</p> <p><b>1.2.2. Business Continuity Invocation Action:</b> Once the incident is under control and its impact determined and assessed, this details the when, the how and by whom the BCP will be invoked.</p> <p><b>1.2.3. Project Recovery Resources:</b> Identify and list the recovery resources. These maybe additional resources or re-arrangement of existing resources as required to support the recovery of critical activities and/ or processes as detailed in the BCP, within the RTO.</p> <p><b>1.2.4. Business/ Supplier Contact List:</b> Demonstrate that these have been identified and means to easily contact them is in place.</p> <p><b>1.2.5. Emergency Contacts:</b> inclusive as per item 1 to initially deal with the incident (emergency services etc), then thereafter must also include the BCM recovery team members, names and contact details.</p>	<p>The 5 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p>
<p><b>1.3. Risk Management Plan - Project/ Operational Risks be based on the scope of works / services etc.</b></p>	<p><b>Due Diligence</b></p>
<p>The Risk Management Plan based on the scope of works, must contain the following:</p> <p><b>1.3.1. Identification of Risks of Project / Service Interruption during the project:</b> A risk register that contains the identified risks of service interruption and / or non-delivery of services etc. during the project. Demonstrate an understanding of the internal and external threats to effective service delivery within scope and to quality.</p> <p><b>1.3.2. Risk Analysis Methodology:</b> Demonstrate for risk identified, the causes, risk consequence/ impact and risk likelihood/ probability rating and how the risk rating is calculated. The methodology may also provide a view on the effectiveness of controls and the residual risk after application of controls.</p> <p><b>1.3.3. Ranking of the Risks:</b> Once the risk register is completed a risk heat map and listing of the risks by name/ risk description from highest to lowest ranked risk be provided.</p> <p><b>1.3.4. Mitigation of the identified risks:</b> Provided in the risk register for each assessed risk the controls in place to manage the risk along with additional risk tasks to further mitigate the risk.</p> <p><b>1.3.5. Responsible person:</b> Ensure the risks have assigned risk owners, assigned control owners for the checking on controls and any other person assigned a risk action to complete under the risk register.</p>	<p>The 5 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p>



## T2.2-10: Environmental Management Plan (Due Diligence)

The tenderer must provide an environmental management plan describing: -

- Key environmental impacts and aspects associated with the proposed project.
- Possible mitigation measures associated with identified impacts and aspects.
- Key roles and responsibilities for both the Tender’s project team and Transnet with regards to the project.
- Monitoring techniques and reporting of both accidents and incidents.
- Details of induction and other forms of training (if any).

The following documents are key -

1.0 Transnet SOC Limited – Integrated Management Systems (IMS) Policy,

1.1 By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statement and environmental commitments therein.

1.2 Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular Transnet Freight Rail IMS policy statement and environmental commitments therein.

The scoring of the Tenderer’s Environmental Management Plan will be as follows:

<b>Key Environmental Impacts and Possible Mitigation Measures</b>	
	<b>Assessment Feedback</b>
The EMP is <b>not submitted</b> by the bidder.	
EMP with <b>zero/no key</b> impacts and mitigation measures specific to the project	
EMP contains <b>1-3</b> key impacts and mitigation measures specific to the project.	
EMP contains <b>4-6</b> key impacts and mitigation measures specific to the project.	
EMP contains <b>7-9</b> key reasonable and relevant impacts and mitigation measures specific to the	

project.	
EMP contains <b>10 and more</b> key reasonable and relevant impacts and mitigation measures specific to the project, which meet and exceed tender requirements.	

<b>Key Roles and Responsibilities</b>	
	<b>Assessment Feedback</b>
The EMP is <b>not submitted</b> by the bidder.	
EMP with <b>zero/no key</b> roles and responsibilities specific to the project.	
EMP <b>contains 1-3 key</b> reasonable and relevant roles and responsibilities specific to the project.	
EMP contains <b>4-6 key</b> reasonable and relevant roles and responsibilities specific to the project.	
EMP contains <b>7-9 key</b> reasonable and relevant roles and responsibilities specific to the project.	
EMP contains <b>10 and more key</b> reasonable and relevant roles and responsibilities specific to the project, which meet and exceed tender expectations.	

<b>Environmental Monitoring, Training and Reporting</b>	
	<b>Assessment Feedback</b>
The EMP is <b>not submitted</b> by the bidder.	
EMP with <b>zero/no</b> monitoring techniques, no training and no form of reporting.	
Tenderer did not demonstrate understanding of the project scope and <b>provided irrelevant information</b> on monitoring techniques, training methods and types of reports.	



TRANSNET FREIGHT RAIL  
 ENQUIRY NUMBER: SIC23040CIDB (HOAC HO 45710)  
 DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK TURNOUT REPLACEMENT MACHINE

<p>Tenderer understood the project scope but provided relevant but <b>less detailed information</b> on monitoring techniques, training methods and types of reports.</p>	
<p>Tenderer understood the project scope and identified <b>relevant</b> monitoring techniques, relevant training methods and relevant reports.</p>	
<p>Tenderer understood the project scope and addresses critical aspects with regards to monitoring, training and reporting which meets <b>and exceeds tender requirements.</b></p>	

**Attached submissions to this schedule:**  
 See EMP comments above.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

## T2.2-11: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

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

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

Signed	Date
_____	_____
Name	Position
_____	_____
Enterprise	
name	
_____	

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution; and

(c) Any other specific goal determined in the Transnet preferential procurement policy

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
PRICE	80
B-BBEE LEVEL 1 OR 2	5
At least 30% Black Women Owned Entities	5
At least 50% Black Youth Owned Entities	5
Entities owned by People with Disabilities	5
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

#### 3.2

Selected Specific Goal	Number of points allocated (20)
B-BBEE LEVEL 1 OR 2	5
At least 30% Black Women Owned Entities	5
At least 50% Black Youth Owned Entities	5
Entities owned by People with Disabilities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE LEVEL 1 OR 2	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
At least 30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline



At least 50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities owned by People with Disabilities	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME</b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 6.1**

- 6.1 B-BBEE Status Level of Contribution: . = .....(based on point distribution per Table 3.2)  
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

- 7.1 Will any portion of the contract be sub-contracted?  
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- (a) If yes, indicate:
  - i) What percentage of the contract will be subcontracted. ....%
  - ii) The name of the sub-contractor.....
  - iii) The B-BBEE status level of the sub-contractor.....
  - iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE  
 BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional Supplier/Service provider

Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the

preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another

person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
---

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and

Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.



I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**T2.2-12: NON-DISCLOSURE AGREEMENT**

[..... 2023]

**Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:**

**THIS AGREEMENT** is made effective as of ..... day of ..... 20. by and between:

**TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

**and**

.....  
.....

(Registration No..... ),a private company incorporated and existing under the laws of South Africa having its principal place of business at

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

**WHEREAS**

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

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## IT IS HEREBY AGREED

### 1. INTERPRETATION

In this Agreement:

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



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

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the

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Confidential Information whatsoever, beyond those contained in this Agreement.

### **3. RECORDS AND RETURN OF INFORMATION**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
  - 3.3.1 return all written Confidential Information [including all copies]; and
  - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

### **4. ANNOUNCEMENTS**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

### **5. DURATION**

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

### **6. PRINCIPAL**

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

### **7. ADEQUACY OF DAMAGES**

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



## 8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

## 9. GENERAL

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

Signed	Date	_____
_____	_____	_____
Name	Position	_____
_____	_____	_____
Tenderer		



## T2.2-13: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

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

1. Transnet has supplied and we have received appropriate tender offers to any/all questions(as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of thistender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and proceduresadopted by Transnet in issuing this tender and the requirements requested from tenderersin responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of ourcompany and an employee or board member of the Transnet Group as indicated below:[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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



We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-16 "Service Provider Integrity Pact".

For and on behalf of
.....
duly authorised thereto
Name:
Signature:
Date:

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding a tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).



- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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## T2.2-14: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

SIGNATURE OF TENDER

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NAME OF TENDERING ENTITY

## **T2.2-15: Certificate of Acquaintance with Tender Documents**

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Services will be rendered [market allocation]

- c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10[ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

SIGNATURE OF TENDERER



## **T2.2-16: Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that they have acquainted themselves with, and agree with the content.**

**The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.**

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

And .....

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.



3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish.

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

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

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

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

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

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "prima facie" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

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

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation to the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
  - f) Exclude the Tenderer/Service Provider/Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as

favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

## 10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes

allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuse the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

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

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

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I ..... duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature .....

Date .....



## **T2.2-17: Supplier Code of Conduct**

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

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

#### **1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.**

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

- 
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

**2. Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.**

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

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

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



## Conflicts of Interest

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

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I,

of

\_\_\_\_\_  
(insert name of Director or as per Authority  
Resolution from Board of Directors)

\_\_\_\_\_  
(insert name of Company)

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

Signed this on day \_\_\_\_\_ at

\_\_\_\_\_

\_\_\_\_\_  
Signature

## **T2.2-18: Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)**

### **1. PREAMBLE AND INTRODUCTION**

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 (“POPIA”) are included as forming part of the terms and conditions of this contract.

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 “(POPIA”):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is “Transnet”. Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

**The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:**



<b>YES</b>	
------------	--

<b>NO</b>	
-----------	--

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

**3. SOLE AGREEMENT**

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

Title: \_\_\_\_\_

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

..... (Pty) Ltd

(Operator)

Authorised signatory for and on behalf of ..... (Pty) Ltd who warrants that he/she is duly authorised to sign this Agreement.

**AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_



**T2.2-19: Confirmation of Machine/s Ownership**

The tenderer must submit the following letters together with the tender submission:

- Proof of Ownership – Signed letter indicating that the bidder owns the machine **OR** signed/stamped leasing agreement between the machine owner and the preferred bidder.
- Letter of Commitment indicating that the bidder will be able to render services within Seven (7) days.

Equipment Description	Number of Equipment	Name of OWNER
Signed	Date	

Name

Position

Tenderer

**T2.2-20: Insurance provided by the Contractor**

Clause 83.1 in NEC3 Term Service Contract (June 2005) (amended June 2006 and April 2013) requires that the Contractor provides the insurance stated in the insurance table except any insurance which the Employer is to provide as stated in the Contract Data.

Please provide the following details for insurance which the Contractor is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

<b>Insurance against (See clause 83.1 of the TSC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			



**T2.2-21: Three (3) years audited financial statements.**

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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



## 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	<b>A: Priced contract with price list</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</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:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Inyanda House 1, 21 Wellington Rd, Parktown</b>
	Tel No.	<b>(083) 464 2296</b>
10.1	The <i>Service Manager</i> is (name):	<b>Mr Ian Mncube</b>
	Address	<b>Inyanda House 1, 21 Wellington Rd, Parktown</b>
	Tel	<b>(083) 464 2296</b>
	e-mail	<b>Ian.Mncube@transnet.net</b>

11.2(2)	The Affected Property is	<b>The Southern African rail network</b>
11.2(13)	The <i>service</i> is	<b>MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK MACHINERY: COMPLETE REPLACEMENT OF EXISTING TURNOUTS/TRACK PANELS WITH NEW OR SECOND HAND TURNOUTS/TRACK PANELS</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li><b>i. Cancellation of track occupations at short notice.</b></li> <li><b>ii. The shortage of pilots to move machines between depots.</b></li> <li><b>iii. Work on railway track near live OHTE electrical equipment holds a danger of electrocution for workers.</b></li> <li><b>iv. Working on a railway lines adjacent to lines on which rail traffic continue to run holds the risk of injury or death to workers.</b></li> <li><b>v. Dry vegetation at or near most worksites is a fire hazard.</b></li> </ul>
11.2(15)	The Service Information is in	<p><b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>          The Supplier Development Plan (SDP) will be incorporated in the eventual Contract and will be managed as part of the Contractors deliverables in terms of the contract. The final SDP will be submitted and agreed to by Transnet and Tenderers must clearly indicate in their Pricing Schedule the cost of implementation hereof.</p>
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>2/4 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>7 days of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>01 July 2024</b>
30.1	The <i>service period</i> is	<b>1 Month after the starting date for services.</b>
<b>4</b>	<b>Testing and defects</b>	<b>Core Clauses 40.1 to 45.2 (under NEC 3 Engineering and Construction Contract) shall apply in this regard.</b>
<b>5</b>	<b>Payment</b>	

50.1	The <i>assessment interval</i> is	<b>Monthly</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>30 days from invoice date.</b>
51.4	The <i>interest rate</i> is	<b>2% Per annum above the prime lending rate of the Standard Bank of South Africa Ltd as determined from time to time.</b>
<b>6</b>	<b>Compensation events</b>	<b>Core Clause 60.1 to 65.2 of the NEC 3 Engineering and Construction Contract will apply.</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 <i>Employers</i> 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 with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).</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 (four) weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>The person mutually agreed to by the Parties, selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators. (see www.ice-sa.org.za)</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za ) or its successor body</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>
	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 Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>If it happens that there are changes in law in the country, the Contractor shall be allowed to submit quotations for a compensation event.</b>
<b>X17</b>	<b>Low service damages</b>	
X17.1		

The *service level table*

Performance level	% achieved of performance against Tw	Low service damages
Rate of production of machine 1 (as per <i>Contractor's Services Information</i> )	99-100% performance achieved	R0 (nil)
	95 - 98% performance achieved	2,5% of the monthly fixed cost as per Price List
	90 – 94% performance achieved	5% of the monthly fixed cost as per Price List
	88-89% performance achieved	7,5% of the monthly fixed cost as per Price List
	86-87% performance achieved	10% of the monthly fixed cost as per Price List
	84-85% performance achieved	12,5% of the monthly fixed cost as per Price List
	<84% performance achieved	15% of the monthly fixed cost as per Price List

**X18 Limitation of liability**

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>In respect of each Task Order 10% of the total of the Prices for the Task Order or R1,000,000.00 (One million Rand), whichever is the higher amount.</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 in terms of the Employer's arranged insurance.</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>R 1,000,000-00 (one million Rand)</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	<b>10% (ten percent) of the total of the Prices other than for the additional excluded matters.</b>
		<b>The Contractor's total liability for the additional excluded matters is not limited.</b>
		<b>The additional excluded matters are amounts for which the Contractor is liable under this contract for</b>
		<ul style="list-style-type: none"> <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 Employer's property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• Infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>12 (twelve) months after the completion of the services at a specific Affected Property or the completion of a Task Order (whichever is applicable).</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 (five) days of receiving the Task Order</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	

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**Z1 Obligations in respect of Termination**

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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> <li>• repudiated this Contract (R23)</li> </ul>
Z1.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>

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**Z2 Right Reserved by Transnet to Conduct Vetting through SSA**

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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>1. 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>2. 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>3. 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>
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**Z3 Additional clause relating to Collusion in the Construction Industry**

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TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: SIC23040CIDB (HOAC HO 45710)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK TURNOUT REPLACEMENT MACHINE

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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.

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**Z4 Protection of Personal Information Act**

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Z4.1

The *Employer* and the *Contractor* 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

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# 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	.....
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... .....
		<b>CV's (and further key person's data including CVs) are in .....</b>
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	.....
11.2(19)	The tendered total of the Prices is	<b>R.....</b>

## PART C2: PRICING DATA

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option A	2 - 8
C2.2	Price Lists	9 - 11

## 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 expected 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 Link to the Contractor's plan

Clause 21.4 states "The Contractor provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the price list, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the price list and result in a satisfactory cash flow in terms of clause 11.2(17).

#### 1.4 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 operations shown in his plan to items shown in the Price List;
- 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 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 in order 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 as a result of a compensation event.

## 2. FORMAT OF THE PRICE LIST

(From the example given in an Appendix within the TSC3 Guidance Notes)

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, Expected Quantity and Rate columns being left blank.

If the Contractor is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the Contractor is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

## 3. GENERAL PRICING ASSUMPTIONS

- 3.1 The agreement is based on the NEC Term Service Contract. 2.0.2 Preliminary and general requirements are based on part 1 of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to SANS 1921 as well as the contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price List are recited.
- 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 lump sum prices should cover the cost (as explained in par 1.4 above) for the work as described. The quantities set out in these Price Lists are approximate 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 Scope of Work.
- 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) which has been sourced locally (Republic of South Africa).
- 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).
- 3.8 The quantities of work shown on the price list are estimated and are not guaranteed by the employer.

## 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:

The basis of payment of this contract is the no. of Turnout replaced.

### 4.1 ITEM 1

The purpose of the establishment payment is for the establishment of mobile accommodation facilities to cater for all operation and support staff undertaking the service. Establishment for plant and machinery will be catered under this item. An establishment payment will be made after the contractor has fully established in each depot and will be included on the payment certificate that will be discussed on the payment meeting.

Occasionally it might be required to call on the contractor to provide a second team for turnout replacement. If the Contractor is required to establish a second team, to execute turnout replacement on special request from employer in parallel with the main team working at the same time elsewhere, then payment for this establishment against Item 1.20 will be made per team that is required to replace the turnout.

It is presumed that the equipment to be used by the second team to do the turnout replacement work will not be the same as for the main team. As such a traditional track maintenance team utilizing labour intensive conventional perway equipment as opposed to highly mechanized means as for the main team second. The application of this second team shall be on lines where relative low train traffic volumes run.

#### 4.2 ITEM 3: Re-Assembling of turnouts from Pre-Assembled turnout panels.

**Re-Assembling of turnouts from Pre-assembled turnout panels and clearing the site will be paid against ITEM 2. No separate payment will be made for off-loading of complete pre-assembled panels arriving on purpose built turnout transport wagons. The rates for all Re-assembly of turnouts shall be independent of mass of rails or type of sleepers (concrete or wood).**

#### 4.3 ITEM 4: Removal of turnout

**A payment will be made for the cutting, upliftment and complete removal of a turnout from track, regardless whether installing a replacement turnout or track section during the same occupation will follow this action. The rates for removal of turnouts/track section shall be independent of rail mass or type of sleepers (concrete or wood).**

#### 4.4 ITEM 5: Installation of Pre- or Re-assembled turnout into track.

A payment will be made for each turnout placed into track. Only the turnout angle will determine the applicable rate. The payment will be independent of rail mass, type of sleepers (concrete or wood) or design. The types of turnouts paid for shall be those referred to under Clause 3 of Part C3 Scope of Works. This rate shall cover the payment for all work associated for the proper installation of all components as described under Clause 4 of Part C3 Scope of Works (Particular Specification) to complete the installation to the A – standard.

#### 4.5 ITEM 6: Re-aligning of turnouts and track

The Contractor shall allow for the slewing of turnouts and track to centres indicated by the Technical Officer. The work shall include the loosening of fastenings, the opening up of the sleeper heads, the slewing of the adjacent turnouts and track to the correct centres, and the making good of the work, including tamping by hand.

The slewing work required from the Contractor shall be strictly limited to what is essential for the installation of the new turnout to line up with adjacent track or turnouts. The distance over which the slew will be required shall again be limited to the close vicinity of the new installation for purpose of tying up with adjacent track or turnouts to a practical but acceptable versine standard. Slewing of the track further away shall be deemed to be related to revised track layout and fall outside the scope of work provided for in this rate. Measurements will be per each slew of 500mm or part thereof.

This payment will be made irrespective of the rail mass or type of track or turnout.

#### 4.6 ITEM 7: Exothermic welding.

Payment shall be per weld. The rate tendered shall include for all the supervision, labour, equipment, the whole radiographic quality control process and consumables required to provide a quality weld. Employer will provide all Thermit portions and 1 long life crucible per 10 welds on site.

All Thermit welds associated with the installation of a turnout shall be paid for separately.

The Contractor shall be responsible and accountable to repair all substandard welding work by him. Substandard work which poses a risk to train traffic shall be repaired as a highest priority with minimal delay. All cost associated with repairing substandard work and radio graphic quality control shall be for the Contractor's account.

Employer shall not be responsible or become liable but reserves the right to repair substandard welding work if such substandard welding work poses a risk to the train service. In such an event the total costs for the repair work inclusive of the radio graphic quality control process will be recovered from the Contractor.

Junction welds shall paid for as a weld equal to the bigger part of the junction i.e. a 48/57kg junction weld shall be paid as a 57kg weld.

The rate for installation of a closure rail shall include for all activities associated for the installation of the closure rail in accordance with track work specifications. This include also cutting of existing rail and closure rail, loosening of fastenings, all ballast work, installation, fastening of fastenings, alignment of closure to existing track, lifting and tamping. All Exothermic welding shall be paid for separately.

The cost to perform the radiographic quality control as required shall be included in the rates tendered and no separate

payment shall be made.

#### 4.7 ITEM 8 Released material - Dismantle, Sorting, Stacking and Loading

The Contractor shall allow for sorting and grouping together of dismantled released material in accordance with Part C3 Scope of Work (Particular Specification). No separate payment will be made for sorting and grouping of released material.

The Contractor shall allow for all the work required to dismantle, stack and load onto rail trucks or to load the released turnout in panels onto turnout transport for dispatching to Beaconsfield. Measurements will be per each turnout or meter of track panel loaded.

This payment will be made independent of the rail mass of the track or turnout.

#### 4.8 ITEM 10: Handling ballast, fill material and spoil.

Handling of ballast, spoil and fill material shall be paid for in accordance with ITEM 10.

For purpose of Item 10.2 it shall be assumed that during Coal line projects removed ballast and spoil shall always be loaded into road trucks to be dumped at designated spoil sites. Additional payment as per Item 10.3 shall therefore not apply to Coal line projects.

It shall also be assumed that for Coal line projects fill material will always be loaded into road trucks then brought to the installation site and dumped for installation. Item 10.4 shall therefore not normally apply to Coal line projects.

On Coal line projects, removed ballast and spoil may be spoiled at designated sites within a radius of 2000m subject to the discretion of the Technical Officer.

#### 4.9 ITEM 10 Formation Repair (See Part C3 Scope of Works (Particular Specification))

##### Item 10.1. Category A formation repair

This is instances where the formation material was found to meet the S410 specification in terms of grading but lacking compaction. This rate shall include for all work required to re-compacting the top 200mm of the Sub Ballast layer to 95% mod AASTHO in accordance with normal earthwork practice.

##### Item 10.8 – Coal line formation repairs – Table 1.1, 2, 3 and 3.2

Excavate and construct formation repair as per Tables 1.1, 2, 3 and 3.2 for Coal line turnout replacements. Employer shall supply all backfill material, geotextile materials and pipes.

##### Item 10.9 Troxler Density Meter

Payment for the availability and operation of a Troxler Density or similar on site for quality control of compaction shall be made against Item 11.9.

#### 4.10 ITEM 11: Overtime

Item 11.1 and Item 11.2 Overtime payments will be made for occupation time recorded in excess of a normal shift as per Normal Working Hours or the occupation time recorded in excess of 8 hours for Double Shift. Payment shall be per Operation-Hour, which shall be inclusive for the whole operation.

Overtime shall only be payable if specifically authorized by the Technical Officer in writing prior to the time worked.

#### 4.11 Shift Allowance ITEM 12

A Normal Shift Allowance instead of overtime shall be paid in accordance with Item 12.1 and Item 12.2 for normal shifts worked on Saturdays, Sundays and PPH as part of 5day/7day or 10day/14day shift working. Payment shall be per Shift of maximum up to 8 hours duration, which shall be inclusive for the whole operation.

A Night Shift Allowance shall be paid in accordance with Item 12.3 for each hour that the operation is required to work between the hours of 18h00 and 06h00. Payment shall be per Operation-Hour, which shall be inclusive for the

whole operation.

A Double Shift Allowance shall be paid in accordance with Item 12.4 for each hour that the Contractor is required to work a second 8 hours shift in 24 hours. Normal Shift Allowances and Night Shift Allowances shall apply, where relevant, to Double Shift.

Double Shift payment shall be for the duration of a second shift of maximum 8 hours in 24 hours. Where this second shift is required to exceed the 8 hours duration, then Overtime rates shall apply from the start of the 9<sup>th</sup> hour of the second shift. Payment at the Double Shift rate shall stop at the end of the 8<sup>th</sup> hour of the second shift regardless of what the actual duration of the second shift is. Payment shall be per Operation-Hour, which shall be inclusive for the whole operation.

#### 4.12 ITEM 13: Supply, Operate and Maintain of lighting

If lighting is required, the supply of lighting to the whole of the worksite of a sufficient spread and intensity to allow the work to proceed efficiently and safely will be paid for against Item 16. Payment shall be paid per turnout of lighting supplied.

#### 4.13 ITEM 14: Moving TRP Camp

Payment against Item 14 shall be made for the actual track kilometre distance that the TRP consist was moved from one work site to the next.

Tendered rates shall include for supervision, crew, communication, wear and tear while moving, fuel etc. The distance moved will be the shortest distance by rail between the old and new camps and shall be measured to the nearest kilometre.

Other than what the Program of Work entails, a minimum of four weeks' notice will be given for moves from one place to another.

The payment shall be independent of the actual time taken for the move from one work site to the next.

It shall be noted that the Employer train service as far as moving of construction trains are concerned, is very unpredictable at this stage and could result in delays for the TRP consist to arrive at its destination.

#### 4.14 ITEM 15: Miscellaneous Additional Work

The contractor shall supply, install, remove and transport all joggle plates and clamps. Payment as per Item 15.2 shall be made for the supply, fitment, removal and transport of joggle plates and clamps for each new weld.

Item 15.2 shall include for providing a securely joggled weld utilizing a set of joggle plates complete with two clamps for the whole duration of time from when the weld was completed until the time of final certification of the weld. Any material failure to maintain a securely joggled weld during this period shall cancel the Contractor's entitlement for payment against Item 15.2 for that weld.

Item 15.2 shall include the work for removal and re-fitting the joggles for radio graphic testing as well as final removal and transportation to the next site on final certification of the weld.

The Contractor shall be responsible for destressing a panel of 80 sleepers of track on either side and directly adjoining the installation site. The start and end of the installation site for this purpose shall be nine meters away from the installation site on either side measured from the SRJ and EOS respectively.

One payment as per Item 15.3 shall be made for the destressing the two track panels of 80 sleepers, one on either side of the installation site. This payment shall include for an A-frame quality measurement on each leg on both sides of the installation site i.e. four A-frame measurements. The tests shall be taken immediately on completion of the destressing.

The A-frame measurements shall be taken on the open track at approximately 10 meters from the start and end of



Payment against Item 15.3 shall only be made based on an A-frame test confirming that the stress free temperature of the track is within the A-range for that area.

Item 15.3 shall include for replacement of fastenings during destressing if necessary. In the case of fist fastenings it shall include only fist pins which can be removed by maximum four blows of a 2kg hammer.

4.15 ITEM 16: X-Ray of weld.

Occasionally it might be required to call on the contractor to provide a team for the X-rays. If the Contractor is required to provide a team, to do the X-rays on special request from employer in parallel with the main team working at the same time elsewhere, then payment for this establishment against Item 1.20 will be made per the X-ray done.

4.16 ITEM 17: Clearing Site for Turnout Building

Occasionally it might be required to clear the site where turnout pre-building works is to be carried out. If the Contractor is required to provide a team and machinery, to perform the works, then payment for this establishment against Item 1.20. Please note that the payment for this item will be made per square meter, therefore the contractor is required to include all cost relating to the clearing of site on this rate.

C2.2 the price list

**Machine Category:**

Turnout Replacement Machine Service – Heavy Haul Business

**1.NorthCor BOQ**

BOQ-NorthCor Shut					
Item Number	Description	Unit	Qty	Rate	Total Price
1.00	<b>Establishment</b>				
1.10	Establishment	Per Depot	1		
2.10	Hand Team Establishment (Second Team)	Per Depot	1		
3.00	<b>Re-assembly of turnouts from material supplied in kit form.</b>				
3.10	1:12 Turnout wood or concrete	Each	6		
3.20	Track section concrete or wood	Metre	162		
4.00	<b>Removal of turnouts</b>				
4.10	<i>1:12 Turnout wood or concrete</i>				
4.20	Work site situated in between multiple railway lines/Inaccessible area	Each	6		
4.30	Track Section	Metre	162		
5.00	<b>Installation of re- or pre-assembled turnout into track</b>				
5.10	<i>1:12 Turnout wood or concrete</i>				
5.20	Work site situated in between multiple railway lines/Inaccessible area	Each	6		
5.30	Track Section	Metre	162		
6.00	<b>Re-alignment of turnouts and track (more than 500mm)</b>				
6.10	1:12 Turnout (Wood sleepers or concrete sleepers)	Each	6		
6.20	Track section (Wood or concrete sleepers)	Metre	162		
7.00	<b>Exothermic welding and Additional closures outside turnout</b>				
7.1.0	<b>Install closure complete (excl.exothermic welds)</b>				
7.1.1	Work site situated in between multiple railway lines/Inaccessible area	Metre	162		
7.2.0	<b>Exothermic welding 57kg SKV-F,M,L (all rail profiles) HSH/Gr900</b>				
7.2.1	Work site situated in between multiple railway lines/Inaccessible area	Each	10		
7.3.0	<b>Exothermic welding 48kg SKV-F,M,L (all rail profiles) HSH/Gr900</b>				
7.3.1	Work site situated in between multiple railway lines	Each	180		
8.00	<b>Released material - Dismantle, Sort, Stack and Load</b>				
8.10	<i>1:12 Turnout wood or concrete</i>				
8.1.1	Work site situated in between multiple railway lines/Inaccessible area	Each	6		
8.1.2	Track Section	Metre	162		
9.00	<b>Removal/Loading/Off-loading of ballast/spoil</b>				
9.1	Removal of existing ballast and spoil : To-Spoil (GFB and Ore line : Free Haul = 100m)	M3	Rate Only		
9.2	Removal of existing ballast/spoil : To-Spoil (Coal line : Free Haul = 2000m)	M3	1296		
9.3	Off-Load ballast/fill material/spoil : From rail trucks	DZ Truck	9		
9.4	Box in Ballast from Stockpile by a TLB and Bobcat	Hour	16		
9.5	Overhaul (GFB and Ore line Free Haul = 100m)	M3-KM	Rate		

TRANSNET FREIGHT RAIL  
 ENQUIRY NUMBER: SIC23040CIDB (HOAC HO 45710)  
 DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK TURNOUT REPLACEMENT MACHINE

			Only		
<b>10.0</b>	<b>Formation repair (including Ballast bed)</b>				
10.1	Category A: Rip and compact (Table 1)	M3	Rate Only		
10.2	Category B1: Excavate to spoil, Construct design, backfill and compact(Table 1)	M3	Rate Only		
10.3	Category B2: Excavate to spoil, Construct design, backfill and compact(Table 1)	M3	Rate Only		
10.4	Category B3: Excavate to spoil, Construct design, backfill and compact(Table 1)	M3	Rate Only		
10.5	Category C1: Excavate to spoil, Construct design, backfill and compact(Table 1)	M3	Rate Only		
10.6	Category C2: Excavate to spoil, Construct design, backfill and compact(Table 1)	M3	Rate Only		
10.7	Category C3: Excavate to spoil, Construct design, backfill and compact(Table 1)	M3	Rate Only		
10.8	Category Coal line Excavate to spoil, Construct design, backfill and compact (Table 1.1, 2, 3 and 3.2)	M3	1296		
10.9	Supply, Operate and Maintain Troxler Density Meter	day	10		
<b>11.0</b>	<b>Overtime</b>				
11.1	Normal Over time and Saturday time	Operation-Hour	36		
11.2	Sunday and Public Paid Holiday time	Operation-Hour	36		
<b>12.0</b>	<b>Shift Allowance</b>				
12.1	Normal Shift Allowance (Saturday) maximum 8 hours	Operation-Hour	16		
12.2	Normal Shift Allowance (Sunday and Public Paid Holiday) maximum 8 hours	Operation-Hour	16		
12.3	Night Shift Allowance	Operation-Hour	96		
12.4	Double Shift (maximum 8 hours)	Operation-Hour	64		
13.0	Supply, Operate and Maintain of lighting	day	10		
<b>14.0</b>	<b>Moving Camp and Accommodation</b>				
14.1	Moving Camp by road - No TFR wagon supplied	Km	168		
14.2	Accommodation - No TFR wagons supplied	day	22		
<b>15.0</b>	<b>Miscellaneous additional work</b>				
15.1	Destressing 80 meters of track on either side of the installation site	Work Site	6		
15.2	Supply of Joggle Plates and G-Clamps	Each	Rate Only		
<b>16.0</b>	<b>X - Ray of welds and Supply of Thermit Portions</b>				
16.1	X-Ray of weld 57kg SKV-F,M,L (all rail profiles) HSH/Gr900	per X - Ray	10		
16.2	X-Ray of weld 48kg SKV-F,M,L (all rail profiles) HSH/Gr900	per X - Ray	180		
17	Site Clearance for Set Building	Square Metre	210		
	<b>TOTAL BEFORE VAT</b>				
	<b>VAT</b>				
	<b>TOTAL AFTER VAT</b>				

THE TOTAL OF THE PRICES

**Note : The pricing list above is expected to reflect the pricing offer for one Machine Work Package, where the Work Package represents one machine and all its associated services.**



## 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:

### **MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK TURNOUT REPLACEMENT MACHINE FOR A PERIOD OF ONE(1) MONTH.**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
Tenderer:**

Name & signature of witness

(Insert name and address of organization)

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

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 of award.

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**

Name & signature of witness            (Insert name and address of organization)

Date

### Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

**For the Tenderer:**

**For the Employer**

Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	(Insert name and address of organisation)	(Insert name and address of organisation)
Name & signature of witness	.....	.....
Date		.....

***Part C 3.1***

***Service Information by the Employer***

***Maintenance of Railway Track with  
Turnout Replacement Machine:  
NorthCor for a Period of 1 Month***

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## 1. DEFINITIONS

The following definitions shall apply in addition to those of any specifications attached.

- 1.1 **E7/1:** Specification for General Work and Works On, Over, Under, Or Adjacent to Railway Lines and Near High Voltage Equipment
- 1.2 **OEM** refers to the Original Equipment Manufacturer of the Machinery
- 1.3 **Turnout Installation Site:** The final installation site in the track where the *Contractor* removes the existing turnout or turnout panels, replaces this with the new assembled turnout or turnout panels, and builds and finalises the completed turnout in track.
- 1.4 **Turnout Assembly Area:** The levelled area adjacent to the track where the *Contractor* takes delivery of all materials, and re-assembles these into a completed turnout or turnout panels, ready for subsequent installation. The *Employer* will be responsible for the levelling and preparation of this area. This area shall be as close as practically possible to the Turnout Installation Site, but shall be a rail distance of no more than 2 km from the Turnout Installation Site.
- 1.5 **Turnout Replacement Machine:** Also referred to as the Machinery: All on-track machinery provided by the *Contractor* for executing the Work, i.e. the entire on-track machine package, complete with all fittings, accessories and all ancillary equipment, as may be required to comply with the Contract specifications.
- 1.6 **Turnout Replacement Train:** The consist containing all on-track plant items used in association with the turnout replacement operation.
- 1.7 **Accommodation wagons:** All the wagons associated with the turnout replacement machine making up the balance of the turnout replacement train consist which are not used as integral part of the relaying operation such as wagons carrying self-contained accommodation units, lifting equipment, small plant, hand tools and equipment, vehicles, stores, consumables, spares, fuel, offices, workshops etc.
- 1.8 **Service Manager.** The person or juristic person appointed by the *Employer* from time to time to administer the contract according to the NEC3 Term Services Contract (TSC3) and in terms of this contract.
- 1.9 **Supervisor.** Any person appointed by the *Employer* to to administer the performance and quality of the works according to the NEC3 Term Services Contract (TSC3) and in terms of this contract.
- 1.10 **Normal Working Hours (NWH):** A single continuous shift of maximum 8 hours in each 24 hour day for 5 consecutive days out of every 7 days or alternatively for 10 consecutive days out of every 14 days. A second 8 hour within the 24 hours may be worked but shall be referred to as a Double Shift. The *Supervisor* will determine the starting times, which may vary to suit seasonal changes and train time tables. If the machines are working or travelling, the Service Manager shall advise the *Contractor* of the starting time of the next occupation before 12H00 on the day preceding the next occupation. If it is during the off-period of the machine, then the Service Manager shall advise the *Contractor* at least by 12H00 on the day preceding the start of the off-period of the starting time of the next occupation.
- 1.11 **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.
- 1.12 **Working time.** The time between the actual start and end times of an occupation, excluding time on the critical path of the day's replacement operations lost which may be attributed by the *Employer*.
- 1.13 **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.
- 1.14 **Normal Shift Working** (not exceeding Normal Working Hours): Shifts (8 hours) worked on Saturdays, Sunday, or on Public Paid Holidays, up to Normal Working Hours.
- 1.15 **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.

- 1.16 **Double Shift Working:** A second shift of 8 hours within any 24 hour period. Double Shift Working may be used by the *Employer* as and when required.
- 1.17 **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.
- 1.18 **Total Occupation Time (To):** shall be the total of the time from when the first on-track machine arrives on site until the last machine leaves the site.
- 1.19 **Train Crossing Time (Tx):** means the time for the machine to wait for train crossings.
- 1.20 **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.
- 1.21 **Movement Time (Tm):** Time allowed to move from one staging area to another when machine is required to move to new depot or area.
- 1.22 **Breakdown time (Tb):** means all periods during which any machine or any part of a machine is non-available.
- 1.23 **Standing Time (Ts):** means the loss of Working Time (Tw) incurred by the *Contractor* due to reasons attributed to the *Employer*.
- 1.24 **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.
- 1.25 **Standing Time:** means the loss of Working Time (Tw) incurred by the *Contractor* due to reasons attributed to the *Employer*
- 1.26 **Standing Time Rate:** is the rate intended to recover the actual fixed costs, excluding profit, incurred by the *Contractor* in the event that the *Contractor* could not execute the services as per *Employer's* annual work schedule and the event is caused by the *Employer*. The Standing Time Payment will be limited to the difference between the tendered Working Time (Tw) to achieve the *Employer's* annual work schedule and the Actual Working Time after the standing time allowance in terms of the Service Information was taken into account.
- 1.27 **Standing Time Allowance** is the time that the *Employer* allows for unforeseen disruption in the Working Time. Standing Time Allowance should be included in the tendered rates.
- 1.28 **Emergency work** means unplanned work that may be requested by the *Employer* as and when an incident or risk arises. The *Employer* will make all the necessary arrangements to move the machine to and from the emergency work side.

## 2. DESCRIPTION OF THE WORKS

### 2.1. Overview

- 2.1.1. This Contract requires the complete replacement of existing turnouts with new (or second hand) turnouts. It shall include: the removal, dismantling, stacking, loading of the old turnout or turnout panels, removal of ballast, formation repair and drainage construction, re-assembly of new turnout, transport of assembled turnout or turnout panels to installation site, installation of new turnout, all track welding and related work, lifting, aligning, new ballast work and ballast regulating (off-loading and boxing in of ballast), and finalization. All other necessary track work for the proper completion of the works is included, including cleaning of site after completion of occupation.
- 2.1.2. Due to the high risk of injury related to material handling, it is a specific condition of this contract that the work be done by mechanised means involving the minimum number of manual labour. This is therefore a *Supply, Operate and Maintain Contract* for a mechanized turnout replacement machine plus all related on track machines, the operation and maintenance of all equipment, and the provision of all associated support required to achieve the output.



TRANSNET FREIGHT RAIL

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DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK TURNOUT REPLACEMENT MACHINE

- 2.1.3. 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 machines safely in line with tendered production rates and within available occupation times. In his tender, the *Contractor* shall supply accurate and comprehensive details of all staff which will be available on site.
- 2.1.4. The *Contractor* will receive turnout components in kit form at the turnout assembly area, to be re-assembled by the *Contractor* and then installed at the turnout installation site.
- 2.1.5. The *Contractor* is required to remove existing turnout panels to a levelled area adjacent to the track, determined by the *Employer*.
- 2.1.6. The contract shall include provision of flagmen for protection at every worksite.
- 2.1.7. The *Contractor* is required to remove and install bonds.
- 2.1.8. Points machine installation (i.e. Signals Department works related to the points) is excluded from this contract.

## 2.2. General Machine Requirements

- 2.2.1. Turnout replacement shall entail the removal of existing turnouts and installation of new turnouts using an on-track turnout replacement machine capable of delivering at least the minimum production rate as specified.
- 2.2.2. The turnout replacement machine shall be capable of mechanised removal of an existing turnout, or panels of an existing turnout; and complete installation of an assembled turnout by mechanised means, at the turnout installation site.
- 2.2.3. Due to the turnout replacement work being executed in an environment where occupation time is at a premium, the turnout replacement machine shall be able to operate on one line of a double line section while allowing normal operation of train traffic on the adjacent line without fouling the structure gauge for the adjacent line or interrupting the rail traffic on the adjacent line.
- 2.2.4. All machinery shall be able to work safely near or under live OHTE conditions.
- 2.2.5. All machinery shall be able to work at any time of the day or night with no restrictions (eg. rainy conditions, etc.).
- 2.2.6. All machinery shall comply with all *Employer's* safety requirements while working, travelling or when staged.
- 2.2.7. The *Contractor* shall include in his tender a work breakdown structure of the entire turnout replacement process (i.e. the removal of existing turnout, handling and transportation, and installation of new turnout), including the process for formation repair, ballast work and welding, from start to finish. This shall indicate the exact sequence of events and detail of the process he intends to implement for execution of the installation of a turnout.

## 2.3. Machine Capacity

- 2.3.1. The following turnout replacement machine capacity is required:

<b>Machine and/or Type of Machine output required</b>	<b>Planned depot or area where machine is required to work</b>	<b>Estimated Workload: Annual *</b>	<b>Estimated Total Workload: 1 Month *</b>
<b><i>Turnout Replacement Machine</i></b>	North Corridor	Approximately 6 turnouts to be replaced during the North Corridor Shut	Approximately 6 turnouts to be replaced in a 10 day period

\* Final quantity of turnouts is not guaranteed production, i.e. the above workload is estimated for tender purposes only and is therefore not guaranteed by Transnet.

- 2.3.2. The *Contractor* shall be capable of removing an existing turnout and fully-installing a new turnout (i.e. completely finalised, including formation repair and all work associated with the project), within two successive continuous shifts of 8 hours each.
- 2.3.3. The production rate is a factor which shall be considered for the award of the contract. Any machine combination offered shall however meet the minimum requirements outlined above and shall have the capacity to work at the rates defined above.
- 2.3.4. The *Contractor* shall in his tender give clear details of any relevant factors that might have an influence on his production rates.
- 2.3.5. The *Contractor* shall provide concise and detailed information in his tender of the Total Occupation times required from the start of the occupation until the line is again open to normal train traffic.
- 2.3.6. The *Contractor* shall provide concise and detail information in his tender of the Between-Trains Occupation times required for the finalization of the installation following after opening the track to normal train traffic at the end of the Total-Track-Occupation.
- 2.3.7. In the case of failure by the *Contractor* to execute the work in accordance with the specifications and within the tendered occupation times, the *Employer* shall reserve the right to cancel the contract with immediate effect. Monies owed to the *Contractor* for work done and accepted up to the time of cancellation shall first and foremost be applied by the *Employer* to remedy the non-performance of the *Contractor* in terms of the contract for purpose of limiting damages to the *Employer*.

## 2.4. Machine Specification

- 2.4.1. Types of turnouts to be installed and tamped:
  - 48kg 1:9 Turnout LH and RH on concrete sleepers.
  - 60kg Tangential design 1:9 Turnout LH and RH on concrete sleepers.
  - 48kg 1:12 Turnout LH and RH on concrete sleepers.
  - 60kg Secant design 1:12 Turnout LH and RH on concrete sleepers.
  - 60kg Tangential design 1:12 Turnout LH and RH on concrete sleepers.
  - 60kg Latest Design 1:20 Swing-nose Turnout LH and RH on concrete sleepers
- 2.4.2. Types of turnouts to be removed: Any type of 1:9, 1:12 and 1:20 turnouts, on any type of sleeper
- 2.4.3. The turnout replacement machine shall be able to remove turnout panels, handle/ lift turnout panels, transport turnout panels, and install turnout panels of at least 27 m in length (varies with turnout sizes) , and at least 35 tonnes in weight.
- 2.4.4. 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 during travelling and working. Should any machine or any part of the load of any machine exceed the vehicle gauge in any respect, this shall be clearly indicated by the Tenderer by means of suitable drawings. The *Contractor* shall submit vehicle gauge drawings with the tender document.
  - All on-track machines shall be able to travel and work within the structure gauges given in Annexure 1 of the Manual for Track Maintenance.
  - All on-track machines shall not exceed a loading of 20 tonnes per axle, fully loaded.
  - Track gauge: 1065mm.
  - Work site altitude range: 0 to 2000m above sea level.
  - Rail temperature range: -10°C to +60°C.
  - All machines shall be able to reliably and consistently actuate all colour light signals working on the principle of either track circuits or axle counters.
  - All machines shall have an adequate lighting system for operation at night.
  - All machines shall be fitted with two electric headlamps of at least 40W each and two red warning lights at each end of each machine.
- 2.4.5. The design of the turnout replacement machine shall be such that it does not damage turnouts, or any turnout



component, in any way, during handling, lifting, transportation or installation or construction. The turnout replacement machine shall specifically not cause stresses in excess of the design stresses to be induced on any component of the turnout. When the turnout is handled by the machine the *Contractor* shall also ensure that deflection of the turnout and its components does not exceed the maximum allowable. The machine shall at all times handle the turnout in such a way as not to allow the deflections on the turnout to exceed the A-standard. A detailed description of the deflection limits which will apply to the machine during handling, transportation and installation of all types of turnouts must be submitted with the tender.

- 2.4.6. The *Contractor* shall supply in his tender accurate and comprehensive details of all Machinery and equipment, which will be available on site for the works.

## 2.5. Location of the Works

- 2.5.1. The contract area will be all track owned, or maintained, by Transnet Freight Rail country wide, specifically within the jurisdiction of the North Corridor.
- 2.5.2. 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.
- 2.5.3. 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.

## 2.6. Commencement and Duration of Contract

- 2.6.1. 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 7 days of contract award.
- 2.6.2. The *Contractor* shall also qualify their offer 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.
- 2.6.3. 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 twelve (1) month.
- 2.6.4. 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 the Employer.

## 4. ENGINEERING

- 4.1. It is a specific requirement of this Contract that all wagons for use with the machine, including any modifications, shall be pre-approved at the design stage by TFR Train Design Department.
- 4.2. During commissioning and before putting any wagons into service, these shall be finally approved by TFR Train Design Department as being "Rail Worthy".
- 4.3. It is also a specific requirement that all wagons for use with the machine, including any modifications, shall comply with the requirements of the Rail Safety Regulator (RSR).



- 4.4. 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.
- 4.5. Should a joint inspection of the Machinery by representatives of the *Employer* and the *Contractor* reveal that any on-track machine or wagon is not in a safe working condition, the *Service Manager* may order the temporary withdrawal of the machine from the service.

## 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. Materials

- 5.2.1. The *Employer* will supply all permanent way materials required for the execution of the works, including turnouts, formation materials and ballast. Turnout components will be supplied strictly sufficient for one turnout only, leaving no surplus material requiring further handling, storage or transport onto subsequent re-assembly sites.
- 5.2.2. Materials will be provided in railway wagons. In the event of *Employer* failing to provide rail wagons in time for the rail transport of turnout components to the turnout assembly area, then road transport may be considered by the *Employer*.
- 5.2.3. Turnout components will be made available allowing at least 5 calendar days before the start of the scheduled occupation.
- 5.2.4. The *Employer* shall offload, distribute, and stack turnout components for the works at the turnout assembly area designated by the *Supervisor*. The *Contractor* must keep record of such receipts, indicating rail truck numbers and the date of unloading. The *Contractor* shall accept full responsibility for safe custody of the material from the time the

material is offloaded by the *Employer* just prior to commencement of construction of the turnout. The material is thus handed over into the custody of the *Contractor* from the time that the material is offloaded.

5.2.5. The *Contractor* shall always handle turnout components by means of prescribed spreader beams and slings.

5.2.6. Relevant turnout components are as follows:

Sub-assemblies

- Stock and switch - left hand.
- Stock and switch - right hand.
- Stock and guard rail - left hand.
- Stock and guard rail - right hand.
- Crossing frog.

Lead rails

- Curved lead rail
- Straight lead rail

Closure rails

- Curved closure rail
- Straight closure rail
- Two closure rails at SRJ
- Four x closure rails (including one block joint) at ETO and EOS.

Block joints

- Block joints shall be supplied pre-drilled by the supplier for fixing signal cable. Three holes will be available on either side of fishplate. Three block joints will be provided by the *Employer* to be installed as follows
- Two block joints inside of turnout, either on turnout- or straight part of the turnout
- One block joint outside of turnout at either ETO or EOS.

Fastenings:

- All rail steel material for complete turnout.
- Resilient clips
- GPI's
- Slide plates
- Chair plates
- Cast slide plate clips
- HC Screws
- High tensile M24 bolts

Sleepers

- Complete set of Concrete turnout sleepers
- Concrete switchbox sleepers.
- Hollow steel sleepers.
- Finally install covers for hollow steel sleepers.
- Additional flat concrete sleepers i.e. for 48kg 1:12 turnout =14xP54 and for 60kg 1:12 turnout =20xP84 concrete sleepers.
- Cradles A or B or both. (Supplied and fitted by *Employer*).
- Twelve HC screws (Supplied and fitted by *Employer*).
- Twelve double coil springs. (Supplied and fitted by *Employer*).

Welding material

- All normal and junction Aluminothermic welding portions (Supplied by *Employer*).
- Single-use crucibles. (Supplied by *Employer*).
- Joggle plates and clamps to joggle Aluminothermic welds until final certification by radiograph is completed by *Employer*.(Supplied and fitted by *Contractor*)

Signalling Equipment (Supplied and installed by the *Employer*)

- Drive rods
- Extension plates
- Signal box
- Points blade rollers
- Cables
- Jumper cables (supplied by and installed by *Contractor*)

Electrical Equipment. (Supplied by *Employer* made up and installed by *Contractor*)

- Mast to rail bonding cables complete
- Bonds at frog both sides
- Bonds at Stock and Switch
- Bonds at block joints inside turnout (Z-Bond).

5.2.7. The *Employer* shall provide all ballast in AY wagons, to be off-loaded by the *Contractor*.

5.2.8. The *Employer* shall provide all fill material, water for construction, geo-textiles, and geo-cells to site in either DZ type trucks or road trucks, to be off-loaded by the *Contractor*.

5.2.9. The *Employer* shall supply all bonding consumables (excluding drilling bits) such as cable, cups and fasteners etc in bulk format.

5.2.10. Should any material be lost or damaged by the *Contractor*, and subsequently 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*.

5.2.11. Released material shall be managed as follows:

- Released material shall be neatly and safely stacked at a road-accessible levelled area/s designated by the *Employer*, taking into account also unauthorized persons who may enter onto the site after the *Contractor* has left the site. Warning signs, if necessary, shall be provided and placed by the *Contractor*.
- Where suitable transport is made available by the *Employer* while the *Contractor* is on site, the *Contractor* shall also load the released material
- The Supervisor will classify all materials to be released and if possible arrange for the rail trucks required for loading of released material.
- Released permanent way material shall be broken up into its basic components with due regard to weld positions, and shall be grouped into types for loading, or stacking
- Losses shall be kept to a minimum. Any material to be scrapped shall be collected in material camps and disposed as directed by the Supervisor.
- Re-usable material loaded into rail trucks for dispatching or stacked at designated sites shall be neatly stacked in such a manner that: they are not damaged during the loading operation; the rail journey to its destination may be made with no damage to the material or shifting of the load; and the loading from stacks onto wagons or trucks by others or off-loading from wagons by others at its destination may be undertaken safely not involving undue risks and without difficulty.
- Released rails shall be cut into 12m lengths. The *Contractor* shall load scrap rails into rail trucks. Re-usable rails shall be placed and stacked as directed by the Supervisor.
- Released fastenings shall be grouped together prior to loading by binding wire, sturdy bags or any similar approved method.
- Released turnouts and blockjoints shall be grouped together and loaded into separate rail trucks or stacked as directed by the Supervisor
- The *Contractor* shall keep record of all materials loaded into trucks or stacked for dispatching. The lists reflecting the full contents of each truck or stack shall be submitted to the *Supervisor*
- Only components designated as scrap may be flame cut and handled without the prescribed *Employer* spreader beam





### 5.3. **Plant**

5.3.1. The following items of Plant will be provided on loan for the duration of the Contract at no cost to the *Contractor*:

- One set of diesel locomotives capable of handling a load equivalent to 15 loaded DZ or AY type trucks will be allocated for shunting and for movement purposes. It will be advantageous should the machinery be able to move by itself without assistance of locomotives;
- The locomotive set will be available (inclusive of fuel and driver crews and shunt crew) from commencement of occupations at each turnout installation site, for the duration of the shunting work required.

5.3.2. The *Contractor* shall take all reasonable care to prevent damage to Plant supplied by the *Employer*. Any damage through neglect shall be made good, in accordance with the instructions of the *Supervisor*, to the cost of the *Contractor*.

### 5.4. **Construction Equipment**

The *Contractor* shall in addition to what is stipulated, provide the following additional facilities and support for the contract:

5.4.1. The *Contractor* shall provide lighting to all workplaces where work is to be taking place between sunset and sundown. Transnet Freight Rail will notify the *Contractor* one-month prior of lighting arrangements to be made. The lighting shall be of intensity and spread to satisfy the *Supervisor* that work can proceed efficiently and safely.

5.4.2. All Machinery, tools/equipment, 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 sustainably operate the machine safely in line with tendered production rates and within available occupation times.

5.4.3. All G-clamps and "joggle" plates necessary for the work shall be supplied, fitted, removed, controlled and transported between points of use by the *Contractor*.

5.4.4. The *Contractor* shall supply all wagons that are considered to be being part of a work train and essential for the execution of the contract. Examples of such wagons:

- Wagons forming part of the basic machine as part of the machine operation.
- Wagons to move support machines with machine package (eg. heavy on-track turnout tamper)
- Wagons for Water/fuel tanks (water tankers not included)
- Any other critically required wagon specifically being part of a machine package. (Tenderers to clearly specify what wagon and for what critical process used as well as consequence if wagon is not available.)

5.4.5. Complete sets consisting of three two-way radios for the work site complete with battery chargers and spare batteries shall be supplied by the *Contractor* for use in the protection function between the work site and the flagmen posted +1500m from the worksite. The abovementioned radio equipment shall operate on 12.5 kHz channel spacing and shall comply with specification SABS-1069. The costs associated with the provision of these radios shall be included in the rates tendered and no separate payment will be made.

5.4.6. The *Contractor* shall provide a cell phone with a minimum airtime of 500 minutes per month to the worksite for the exclusive use of the *Employer* for logistical and operational arrangements. Should the airtime be exceeded during any month, the *Employer* will reimburse the *Contractor* subject to authentic proof being submitted by the *Contractor*.

5.4.7. The *Employer* shall supply and control all flags and detonators for protection of the work sites.

### 5.5. **Storage and Transport of Dangerous Substances**

5.5.1. The *Contractor* shall provide such safe storage facilities as might be required by law for dangerous or flammable substances and/or equipment.



- 5.5.2. The *Contractor* shall comply with all legal requirements with regard to the transport of such dangerous substances and or equipment.
- 5.5.3. Suitable, adequate and functional firefighting equipment shall be available at all times for the duration of the contract, provided by the *Contractor* at his cost. Competent and trained people shall be appointed and be available to operate such equipment in case of fire.
- 5.6. **Existing Services**
- 5.6.1. 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.
- 5.6.2. The *Contractor* shall take note of all signalling equipment on the work Site e.g. signals, signal cables, block joints, signal bonds, axle counters, etc and shall not interfere, damage or work on them unless under direct supervision of designated and competent Transnet Freight Rail (TFR) signal technicians.
- 5.6.3. Before doing excavation work anywhere on a work site the *Contractor* shall be sure to consult on the presence of existing electrical/signal/telecom cables, water pipes or other services with the *Employer's* Maintenance Manager (Track). Only on his specific and written authorization shall any excavation work be carried out.
- 5.6.4. In the event of contact or damage to any overhead or underground cable on the work site, work shall be stopped and the work Site evacuated. The Electrical Officer Contracts shall be notified immediately. Only subject to him or other competent Transnet Freight Rail (TFR) Electrical Officer certifying the work Site safe, shall work be allowed to proceed again.
- 5.6.5. Where existing water supply is available within the railway reserve and is deemed sufficient by the *Employer's* Depot Engineering Manager to also supply the construction activities, this supply may be made available to the *Contractor* for use. If not allowed by the *Employer's* Depot Engineering Manager or where not available the *Contractor* shall make his own arrangements to obtain suitable supplies.
- 5.6.6. It is the responsibility of the *Contractor* to provide water to his staff and machine. It shall be noted that it is not the responsibility of the *Employer* to stage the machines in areas where water is available; it will be an advantage if such places are available but it is not a requirement.
- 5.7. **Site Access**
- 5.7.1. All *Contractor's* personnel shall be inducted before any works commence. Site access certificates will only be issued after all inductions have taken place.
- 5.7.2. Site access will be denied to the *Contractor* should the site access certificate not be issued.
- 5.7.3. The *Contractor* shall note that not all sites will be accessible via service road. Many sites may be located in cuttings, on high banks, in between multiple railway lines, with no service road access whatsoever. The *Contractor* shall have a plan to make the sites accessible to him/her in order to do the work at his own cost. The basis of the payment items shall assume restricted site access, and no additional payment will be made for any categories of site access restriction. In particular, the turnout installation site may or may not be accessible by road and the turnout replacement action shall be able to be completed were road access is not available.
- 5.7.4. The *Employer* will not be responsible for any earthworks to provide access to work sites.

5.8. **Site Establishment**



- 5.8.1. 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.
- 5.8.2. 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*.
- 5.8.3. 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.
- 5.8.4. 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 the *Employer* in this regard.
- 5.8.5. 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.
- 5.8.6. 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.
- 5.9. **Preparation Work and Temporary Works**
- 5.9.1. The *Contractor* shall off-load turnout material components from road or rail trucks supplied by *Employer* and transport these to the turnout assembly area.
- 5.9.2. A re-assembled turnout or turnout panel is a turnout or turnout panel that has been manufactured and pre-assembled in the factory, quality verified, then marked, dismantled and packaged into kit form, transported to the turnout assembly area where the *Contractor* takes delivery of all materials as they arrive on site.
- 5.9.3. The *Contractor* shall then re-assemble the turnout materials into completed turnouts at the turnout assembly area. Turnout assembly shall be completed to the A-standard, without Aluminothermic welding, at least 72 hours before the start of the occupation. Only after a quality certification and sign-off by an *Employer* Platelayer/Track Inspector may welding of the turnout proceed. This sign-off must take place in such a way as to allow the *Contractor* at least 3 days to complete the Aluminothermic welding where applicable, before the start of the occupation.
- 5.9.4. The nature of these temporary works in the turnout assembly area must be such that these do not present a physical obstruction for the trains or result in delays for trains that are required to pass over the work site.
- 5.9.5. Copies of Design drawings for the turnouts will be supplied to the *Contractor* on request.
- 5.10. **Specifications for Construction**
- 5.10.1. Once re-assembled, the completed turnout or turnout panel is then lifted and loaded by the turnout replacement machine, transported to the turnout installation site using the turnout replacement machine, and installed into track using the turnout replacement machine. The activities to replace a turnout shall include at least (but not be limited to) the following actions:

#### Total-Track Occupation



- \*\*\*Loading of pre- or re-assembled turnout/track section.
- Transporting re-assembled turnout/track section to point of installation.
- Rail cuts and removal of the existing turnout or track section from track.
- Remove old ballast.
- Formation repair as per category.
- Placing, preparing and compaction of new ballast bed to within 50mm of final level for underside of concrete turnout sleepers
- \*\*\*Dismantle and stack or load released turnout or track section if required.
- \*\*\*Destressing both rails for 80 sleepers on either side of the installation and perform 6 x A-frame quality test.
- Install 6 closures to connect new turnout to adjacent track.
- Nominal slewing (500mm) of adjacent track/turnouts to align with installed turnout
- Place, lift, align, joggle and tamp of the new turnout/track section complete with all bonding.
- \*\*\*Weld turnout/track section complete to adjacent track by means of Aluminothermic weld process.

#### In-Between-Trains Occupation

- Finalize turnout installation project i.e. trimming ballast, cleaning of turnout and site, cleaning dust and ballast from hollow steel sleepers, installing cover plates to hollow steel sleepers, lubrication of slide chairs, processing released material, etc within 24 hours after completion of installation. This will be followed by radiographic testing of welds and removal of joggles when appropriate.

*\*\*\*These items may partly or in whole be included into the OBT Occupation period depending on site specific conditions.*

#### 5.10.2. Ballast Work

- 5.10.2.1.* After uplifting the existing turnout or track section, the existing ballast might be removed either to spoil or to stockpile for re-use. Re-using it may be the consequences of a decision to either screen the ballast before or after the turnout replacement or alternatively the fouling index might be low enough to not warrant replacement with new ballast. Depending on the case, the Contractor might be required to remove the existing ballast to nearby stockpile or spoil site (within 100m) or to load it into rail or road trucks. On installation of the replacement turnout or track section, the Contractor shall then be required to place new or re-usable ballast from stockpile or by off-loading new ballast from DZ or AY type trucks.
- 5.10.2.2.* The normal process required from the Contractor shall be to place the compacted new ballast bed to within 50 mm (+0 mm, -19 mm) of the final level of the underside of the turnout sleepers. The ballast bed shall be compacted in layers of not more than 150 mm with at least 3 passes of a BOMAG BPR 30/38-3 or equivalent plate compactor with a plate width of at least 580 mm.
- 5.10.2.3.* The assembled turnout shall then be placed on this compacted ballast bed, more ballast off-loaded onto the turnout and the turnout then lifted, aligned with adjacent track and tamped in accordance with the E10 Specification for Trackwork.

#### 5.10.3. Formation Repair

- 5.10.3.1.* The length of track over which formation repair might be required can vary from the length of the standard turnout to an additional 25 meters on either side of the turnout. The standard length for purpose of Tendered Occupation time shall be the length of the standard turnout. The Supervisor shall indicate for each turnout at least 1 month prior to its occupation date, the Category of formation repair to be executed as well as over what length of track the formation for that specific site shall be repaired. The Contractor is required to base his tendered prices and occupation times, on the standard turnout length inclusive of the long sleepers after the ES and ET. A 1:9 turnout for this purpose will be considered as approximately 30m in length, a 1:12 turnout will be considered as approximately 40m in length and a 1:20 turnout as 70m in length. Additional length shall be allowed for as additional payment and occupation time.
- 5.10.3.2.* For all sets replaced, an additional between-trains-occupation may be arranged for finalizing a worksite after replacement.
- 5.10.3.3.* Formation Repair on any turnout will be instructed by the Employer, typically consisting of one the following:

- a) Executing formation repair as per classification and design. Rip and Compact or excavate top 200mm/250mm of



formation and construct formation repair design; OR

- b) Executing formation repair as per classification and design. Excavate formation and construct formation repair. The construction of the "deep drain" as indicated on shall always be the responsibility of *Employer*. When the "deep drain" is required to be below the "box" of formation repair then this shall be the *Contractor's* responsibility to construct as part of the formation repair. Payment for constructing this drain with all associated work shall be per m3 under Formation Repair item. Construction of all signal pipe and chamber systems shall in all cases be the responsibility of *Employer* and not form part of this contract

5.10.3.4. The Employer S410 Specification for Earthworks shall apply to this contract and all earthworks and layer works for formation repair shall be executed in accordance with this specification.

5.10.3.5. The Contractor shall supply, operate and maintain a Troxler density meter or similar for quality control at all times during layer works of earthworks and the costs thereof shall be paid for separately.

5.10.3.6. Laboratory tests to determine maximum density and optimum moisture content for fill material shall be arranged and paid for by Employer.

5.10.3.7. No claims or extra-over/additional payment to excavate any hard layer (eg. hard cement stabilized sub ballast layer) will be considered. The costs to remove such layers will be considered included in the rates tendered.

#### 5.10.4. Aluminothermic Welding

5.10.4.1. This Contract includes for each turnout the Aluminothermic welding of all rail joints inside the turnout as well as all associated welds outside the turnout. All Aluminothermic welds shall be paid for separately. Employer shall supply all required Aluminothermic weld portions for each set as well as extra provision in case of run-outs on site to the Contractor. Although supplied by Employer, any additional Aluminothermic portions e.g. for run-outs, shall be for the Contractor's account. The number of Aluminothermic welds supplied by Employer shall be sufficient only for each workday such that the Contractor shall not be required to transport or store Employer Aluminothermic weld portions.

5.10.4.2. The Radiographic testing and reporting of all Aluminothermic welds shall be performed by the Contractor and be included in the rates tendered.

5.10.4.3. Aluminothermic welds on all lines shall be joggled until radio graphically tested and quality confirmed by Employer. The Contractor may opt to remove joggle plates from selected welds after consideration of the outcome of his own preliminary evaluation of the radiographs. Should the Contractor choose to exercise this option prior to the Employer Final verification for a specific weld being available the Contractor shall accept responsibility and liability for any incident resulting from such a weld breaking. Once the Employer Final verification is available this responsibility and liability shall shift entirely to Employer.

5.10.4.4. The Contractor shall supply, fit, remove and control all joggle plates as well as clamps for the duration of the contract. The Contractor shall joggle the welds by using 2 joggle plates secured with at least two firmly secured G-clamps. The Contractor shall remain responsible for ensuring that the welds are firmly clamped until such time that the joggles may be removed. Alternative ways to joggle the welds may be considered but remains subject to approval by Employer.

5.10.4.5. All new joints to be welded are to be consecutively numbered prior to welding.

5.10.4.6. The Contractor shall ensure that the Welder's identification number be stamped on the field side of the rail crown after the weld has been finished off.

5.10.4.7. Furthermore, the Contractor shall record the following information for each weld on a format acceptable to the Supervisor.

- Identification of Welder.
- Date and time of weld.
- Rail temperature at time of weld.
- Number and position of weld - referenced against nearest electrification mast.

5.10.4.8. The Infra depot-welding representative will furnish an inspection report based in a visual inspection of all welds. This report together with the final radiographic evaluation of welds will indicate:

- Which welded joints are accepted;

- Which welded joints require minor corrective attention; and
- Which welded joints are rejected and will need to be cut out.

5.10.4.9. All Aluminothermic welds shall be radio graphically tested by taking clear x-ray/gamma-ray photographs of the web and the flange of each weld performed by the Contractor. The quality of all radiographs shall comply with Employer Specification BBB2912. These radiographs shall be taken within 7 days after installation of the turnout and the developed radiographs submitted to Employer accompanied by a formal cover letter quoting the Turnout Replacement Contract number not later than 14 days after installation of the turnout. Employer shall complete the final verification and present the Supervisor with a report on any batch of radiographs within 7 days of it being submitted for approval.

5.10.4.10. A preliminary evaluation by the Contractor of the welds based on the radiographs shall be executed and the radiographs together with information for each weld then submitted to Employer for final verification. Only welds uniquely identified as above complete with radiograph will be eligible for payment. Welds shall be eligible for 50% of payment on submission of radiographs to Employer for final evaluation. The balance of 50% shall be eligible for payment on the final verification from Employer becoming available or on expiry of the 14 days Employer final verification period.

5.10.4.11. The Contractor shall be offered an opportunity to replace all defective welds inclusive of the prescribed radiographic quality verification at his cost. Should this not be completed within 14 days then Employer reserves the right to repair welds where necessary in order to safe guard the safe passage of trains. A standard Cost of R10000 shall be recovered from the Contractor for each weld repaired by Employer.

5.10.4.12. The payment for welds on various types of rails utilizing various types of Aluminothermic portions will be independent from the type of Aluminothermic portion or rail involved e.g. Payment for welding 350LHT or "HSH" rails will be the same as for any other type of rail e.g. Grade 900.

5.10.4.13. All costs associated with the weld quality assurance shall be deemed to be included in the rates tendered. No separate payment shall be made for any part of this quality assurance.

5.10.5. Finalizing of Turnout and Track Section

5.10.5.1. The Contractor shall maintain the turnout and site for the first 72 hours after installation was completed. The Contractor shall then finalize the turnout and site ready for takeover by Employer as soon as practical possible after the 72 hours has expired. The turnout and site shall be inspected and quality measured jointly by the Contractor and an Employer representative. This inspection and measurement shall be documented, countersigned by both parties and be completed as near as practically possible to 72 hours after completion of installation. Only on completion of this inspection shall the Contractor's Maintenance Period for the particular set end and will responsibility for the maintenance of the set pass from the Contractor to Employer.

5.10.5.2. The Contractor shall be required to do any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the works in accordance with the true meaning and intent of the contract documents.

5.10.6. Destressing

5.10.6.1. The Contractor shall ensure that all installation of turnouts shall always be accompanied by destressing of all rails for 80 sleepers on either side of the installation.

5.10.6.2. Prior to the turnout replacement, the Contractor shall inspect the fastening condition and report any need for fastening replacement over the 80 sleepers in order for the destressing to be effective, timeously to the Maintenance Manager (Track) and the Supervisor.

5.10.6.3. The Employer shall supply the fastenings together with turnout material and the Contractor will execute the replacement of fastenings as part of the destressing

5.10.7. Copies of Rule Books for Construction of turnouts may be made available to the *Contractor* on request from the *Contractor*.



- 5.10.8. An *Employer* depot representative shall physically mark the position of the SRJ and PI for each new turnout. The *Contractor* shall check such information for accuracy and correctness before starting any work and advise the *Supervisor* immediately of any discrepancy before incurring any possible fruitless expenditure.
- 5.10.9. No activity shall present any undue risk to workers, *Contractor* or *Employer* during the any stage of the works.
- 5.10.10. Before vacating the site, the *Contractor* shall ensure that the site in general is free from pollution and risks of injury to public or *Employer*.
- 5.10.11. At the end of each occupation on completion of the work the site shall be formally inspected and signed-off by *Employer* as accepted. Until this sign-off has been affected, the *Contractor* may be stopped by the *Employer* from proceeding to the next site.
- 5.10.12. The *Employer* will provide a Signals Technician with labour team for installation, setting up and commissioning of all Signal Equipment on the new turnout.

## 6. MANAGEMENT

### 6.1. Planning

- 6.1.1. Monthly Project Meetings will be conducted to monitor progress and discuss contractual issues. These meetings shall be attended by *Contractor*, Supervisor and the Service Manager. A register will be kept of attendance and a minute of the proceedings will be recorded and distributed afterwards.
- 6.1.2. A concise maintenance programme showing the *Contractor's* planned programme for the following month and the order in which he intends to execute the daily operations shall be provided by the *Contractor* based on the work area required by *Transnet Freight Rail*. The detail program will be agreed upon between the *Supervisor* and the *Contractor*.
- 6.1.3. TFR will provide the plan of work sites to be covered. Furthermore, it is a specific requirement of this contract that the *Contractor* pre-plan the production of each month ahead. Monthly production shall be pre-planned directly with the *Supervisor* and be conducted on-site and include:
- Material requirements e.g. turnout Groups, fastenings or ballast.
  - Welding required.
  - Occupations.
- 6.1.4. The *Contractor* is required to do inspection of each work site prior to the project and starting and when task orders are issued to execute appropriate preparation for the work focused on ensuring maximum production during occupation time by minimizing delays. Any issues requiring the *Employer's* inputs to avoid delays during the occupation time shall be brought timeously to the attention of the Supervisor. This include amongst other things: turnout condition, condition/volume of ballast, length of turnout panels, level crossings, negative returns, tunnels and structural clearances. The *Contractor* and Supervisor shall do all the required measurements of the above mentioned and draw up programme to meet the planned targets.
- 6.1.5. All turnouts requiring replacement are to be fully evaluated/inspected (by *Supervisor* or representative and the *Contractor*) in terms of estimating requirements and costs. Details may be provided by the depot if already available.
- 6.1.6. The weekly progress and revisions to the monthly programme 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).
- 6.1.7. Should any preparation be required before the occupation, the *Supervisor* and *Service Manager* shall be made aware in writing regarding this. The number of people required and hours should be stated and how much work was done. This shall be recorded on the site diaries.

### 6.2. Site Records

- 6.2.1. 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 *the Employer* and the *Contractor* at the end of each work day.

- 6.2.2. 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
  - 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.
- 6.2.3. 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.
- 6.2.4. The daily report 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.
- 6.2.5. 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 *Supervisor*, for the project to be eligible for payment.
- 6.3. **Occupations**
- 6.3.1. Although not guaranteed, the *Employer* will realistically arrange occupations according to the approved programme that does not allow for more than 20 hours for any one occupation.
- 6.3.2. It may be possible to arrange extended occupations and even double shifts on some sections of the line, on certain days, during which the machines may remain in the section. It is a strict requirement for the machines to work double shifts as and when required by the *Employer*, therefore the *Contractor* shall allow in his rates for double shift working during shutdowns or during normal occupations as and when required. In these cases occupation time will be calculated as the total period that all or any of the on-track machines actually worked.
- 6.3.3. Travel time from the staging site to the work site and back to staging site will be included in the Occupation Time (To).
- 6.3.4. 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.
- 6.3.5. Before midday during any shift the commencement time and duration of the following occupation will be advised in writing.
- 6.3.6. 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.
- 6.3.7. 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 of the loading and off-loading operation and during its duration. At all times, the movement of plant will be undertaken as laid down by the *Supervisor*.
- 6.3.8. 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.





- 6.3.9. Occupations shall be called for on any day of the week or month of the year. The *Contractor* 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 *Contractor* may be called from leave during the builder's break.
- 6.3.10. 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 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
- 6.3.11. 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
- 6.3.12. The *Employer* will provide a Competent Overhead Electrical Traction Supervisor to supervise Switching of power and permit arrangements.
- 6.3.13. When working on a line, the Track Structure Gauge for the adjacent line shall not be fouled unless an occupation has been arranged for that line.
- 6.4. **Protection**
- 6.4.1. All work shall at all times comply with *Transnet Freight Rail (TFR)* Specification E7/1.
- 6.4.2. Normal protection measures in accordance with the *Transnet Freight Rail (TFR)* Train Working Rules shall apply.
- 6.4.3. All protection arrangements shall at all times remain under the supervision and responsibility of a *Transnet Freight Rail (TFR)* Track Master/ Track Inspector.
- 6.4.4. 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.
- 6.4.5. Additionally, 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. The cost for this person will be deemed included in the rates tendered and no separate payment shall be made.
- 6.4.6. 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.
- 6.4.7. 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.
- 6.4.8. 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.
- 6.4.9. 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.



- 6.4.10. 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

## 6.5. Machine Movement

- 6.5.1. A free on rail facility will be made available to the *Contractor* for the conveyance of plant, equipment or material of the *Contractor*. This will apply to *Contractor's* items coupled to a train or loaded onto railway trucks. This arrangement will be valid for the duration of the Contract and apply to all items for use under the contract. These wagons will be moved "free on rail" together with the relevant on-track machines in accordance with the requirements and processes applicable to normal train traffic.
- 6.5.2. The *Contractor* shall specify how many wagons and what type does he want for the usage of moving his Machinery and equipment as well for accommodating his employees during the course of the contract. The *Contractor* to return the *Employer* wagons at the end of the contracting period. These shall be in the similar condition as when the *Employer* gave them away to the *Contractor*.
- 6.5.3. Arrival of these wagons at destinations during movement from depot to depot on *Employer's* network could be problematic and erratic in terms of predictability and no claims regarding delays or standing time resulting from the use of these wagons will be entertained by the *Employer*.
- 6.5.4. The *Contractor* will be allowed to effect modifications to these trucks to suit his requirements for work under the contract. Such modifications will be the *Contractor's* responsibility and for the *Contractors* account. The *Contractor* may have full use of the rail trucks associated with this contract, provided that he adheres to the structural, mechanical and safety limitations laid down by the Service Manager.
- 6.5.5. The *Contractor*, at his own cost shall have the trucks re-instated to their original condition and shall remove the modifications at the end of the contract.
- 6.5.6. Before the *Contractor* commences to carry out any alterations to the trucks, he shall provide the *Service Manager* with sufficient information of the alterations to enable him to approve that dimensional and structural tolerance will not be exceeded.
- 6.5.7. The *Contractor* may make use of this facility for transport from the *Contractor's* workshop or depot to the area of operation or vice versa, or from one area of operation to another, or, in the case of plant imported specifically for use on this contract, from the port of off-loading to the work-site. Prior approval for the movement of any machines shall be obtained from the *Service Manager* in writing.
- 6.5.8. The initial move of the Machinery from the *Contractor's* premises to the first installation site as well as the final move on completion of the contract from the last turnout installation site back to the *Contractor's* premises shall not be paid for. A free-on-rail facility will however be available for this purpose.
- 6.5.9. Should the *Contractor* elect to transport any Machinery or equipment by road, the *Contractor* shall not be entitled to separate payment. The cost of such road transport shall thus be deemed to be included in the rates tendered.
- 6.5.10. The *Contractor* will make all the arrangements directly with the National Command Centre (NCC) to move the Machinery by rail based on the programme agreed with the *Service Manager*. Movements inside a depot area will be arranged by the *Supervisor* for the particular depot. Each application shall reflect all relevant and specific details of special conditions for the handling of the machine consist by *TFR* during each move. It is the responsibility of the *Contractor* to make sure that his machines are shunted and prepared for movement.
- 6.5.11. When required for productivity reasons, it will be necessary to move machines over an off-period. The *Contractor* will then be required to arrange for security and supervision to have the machines moved by rail over this off-period. The *Contractor* will be required as part of his tender to have an additional team available to facilitate the movement of the machines during the off-periods. No overtime or additional move cost shall apply for such a move. The *Contractor* must therefore provide for, in his tendered price, the movement of all machines and all plant and equipment from one depot area to another during the off-periods of the crew.
- 6.5.12. Included in the application for the move the *Contractor* shall provide name, identity number and grade of all employees travelling on the train. Specific details shall be given separately of the person in charge as well as staff required, to travel on machines.



- 6.5.13. Should the *Contractor* delay a move, the full occupation times thus not utilised will be counted as working time for the purpose of calculating required production.
- 6.5.14. Should *TFR* delay a move of the Machinery from one Depot to the next by not starting the move on the scheduled day, no payment of standing time shall apply.
- 6.5.15. The distance of moving the machine from the *Contractor's* premises at the commencement date to the first Depot will not be paid for, although the free on rail facility will be available to the *Contractor*.
- 6.5.16. The distance of moving the machine from the last Depot to the *Contractor's* premises on completion of the Contract will not be paid for, although the free on rail facility will be available to the *Contractor*.
- 6.6. **Abnormal Load Procedure**
- 6.6.1. The *Contractor* shall clearly stipulate in his tender all conditions and provisions applicable for handling of the machine when moving or travelling or coupled into or loaded onto a normal train. If damage would occur to the machine while in transit and *Employer* happen to have complied with all the stipulated conditions for handling of machine, then *Employer* will be exempted from any liability for the damage due to handling of the machine in transit.
- 6.6.2. In the case where the Machine does not fit *Employer's* structure gauge, the Machine shall be moved in accordance with *Employer's* Procedure for Transport of Abnormal Loads.
- 6.6.3. In the case of the Machine being classified as an abnormal load, the *Contractor* will be expected to compile a list of all special conditions for the safeguarding of the Machine which he requires to be observed during the process of handling the Machine when it is moved as a train by *Employer*. The *Contractor* must update these special conditions whenever the need arises.
- 6.6.4. An up-to-date copy of these special conditions must always accompany the *Contractor's* Application (form A/NOC/003) to the Technical Command Centre (TCC) for the moving of an Abnormal Load. On receipt of the request for the move of the machine, TCC will process it through the Abnormal Load Procedure and National Command Centre (NCC).
- 6.6.5. On receiving the approval of his application in the format of a Special Train Notice Running Times and Conditions, the *Contractor* must carefully review the Special Train Notice in order to ensure that all requirements set by him in his application have been duly noted and included in the Special Train Notice. The *Contractor* must review and note all additional conditions set by the NCC and ensure that it is effectively communicated to all relevant staff under his control.
- 6.6.6. On the day of the movement before the train departs the supervising crew of the *Contractor* who will be travelling on the train, must introduce themselves to the train crew and hand them a copy of the Special Train Notice Running Times and Conditions.
- 6.6.7. The *Contractor's* supervising crew must also hand a functional two-way radio to the train crew. This radio shall be used for communication between the train crew and the *Contractor's* supervising crew. The cost of this shall be deemed included in the rates tendered.
- 6.6.8. Before the first move is to take place at the start of the contract, the *Contractor* shall supply a list of names of employees, complete with post description and identity numbers, who will be travelling on the machine when moving it as a train between work sites. This list must be updated whenever necessary and an up-dated version submitted to *Employer* before the next move of the machine is to take place. These employees will be considered as being on duty for purposes of supervising the abnormal load and will therefore be allowed to travel on the train. No other personnel shall be allowed on the train unless travelling inside approved accommodation facilities.
- 6.6.9. Where a specific move of the machine takes longer than a normal shift, only one supervising crew per shift shall be allowed on the train. Any other crews must either be accommodated in approved accommodation facilities on the train or alternatively accompany the train by road vehicle.
- 6.6.10. The *Contractor* must make application for movement of abnormal loads at least 4 weeks in advance.

6.7. **Stoppages**



- 6.7.1. Temporary stoppage, which may result from a non-continuous flow of the work program, as and when required and shall be allowed for in the tendered rate.
- 6.7.2. The *Employer* 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.
- 6.7.3. 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.
- 6.7.4. 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.
- 6.7.5. 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 *the Employer*.
- 6.7.6. 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
- 6.8. **Traction and Signal Bonds**
- 6.8.1. The *Contractor* shall remove and install bonds under supervision of the *Employer*. The *Contractor* shall have the necessary tools to install the bonds. The *Contractor* shall be aware that where maintenance of the signalling and electrical equipment machines or assets change, he shall keep up with the latest technologies.
- 6.8.2. The *Contractor* shall be responsible for making up and installation of all bonds under supervision of the Maintenance Manager (Electrical) or authorized representative. A Competent Overhead Electrical Traction Supervisor will be provided by the *Employer* to supervise installation and removal of Jumper cables and electrical bonds.
- 6.8.3. The *Contractor* shall repair all bonds / cables removed or damaged or broken off during works during the period of the occupation.
- 6.8.4. The *Employer* shall supply all the material required for replacement of bonds and cables on a one to one exchange basis (used material for new material.)
- 6.8.5. The *Contractor* shall supply all Jumper Cables as per *Employer's* requirement for the duration of the Contract. Details of these requirements may be supplied on request.
- 6.8.6. The cost to supply the Jumper Cables shall be deemed to be included in the rates tendered and no separate payment shall be made.
- 6.8.7. 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.
- 6.8.8. If holes are required for bonds, a rail drill shall either be supplied by the *Employer* or the holes shall be drilled by *Employer*. The drilling shall meet the requirements of drilling holes in rails as per the latest Manual for Track Maintenance
- 6.8.9. 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.
- 6.8.10. 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.
- 6.8.11. The *Contractor* shall supply, operate and maintain the latest Dubuis or WAM systems inclusive of all drill bits, for fastening of bonds in accordance with *Employer* drawing BBC7864. WAM item numbers 54/020848 (WAM mast side), 54/020824 (WAM rail side) and 54/023687 (Dubuis).

6.8.12. 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-instate 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.

**6.9. Recording of Activity Times**

6.9.1. The tendered occupation times shall be based on a standard site. i.e. standard ballast profile, standard depth and length of formation repair, haul within the free haul distance, standard number of closures. A proportional adjustment to the length of the occupation time will be made by *Employer* to allow for non-standard conditions. i.e. non-standard ballast profile, non-standard depth and length of formation repair, haul in excess of the free haul distance and additional number of closures.

6.9.2. The mutually agreed time the machine shall be available at its staging point, shall be the start of the occupation time ( $T_o$ ) for the task order. Therefore, arriving late shall be deemed as breakdown time ( $T_b$ ).

6.9.3. During the work activity the productivity, availability and utilization of the machine shall be recorded.

6.9.4. 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.

$T_o$  = Total Occupation time for the day.

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

$T_b$  = Breakdown of machine

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

$T_w$  = Working time

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

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

6.9.7. 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 productivity will be calculated as: 
$$\text{Productivity (P)} = \frac{TR}{AR}$$

TR = Tendered Rate (Tendered time ( $T_o$ ) per finalised turnout, including removal of existing turnout and installation of new turnout)

AR = Actual Rate (Time per finalised turnout:  $T_o$ )

6.9.8. The tendered nominal production rate shall be maintained over a calendar month.

6.9.9. All  $T_b$  shall be recorded at all times.

6.9.10. 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.

**6.10. Provision of Electronic Production Report to the *Employer*.**

- 6.10.1. The *Contractor* shall send daily, weekly and monthly reports to the *Service Manager*, in a format that will agreed between him and the *Service Manager*.
- 6.10.2. The *Contractor* shall provide the *Employer* with the daily production statistics of the work.
- 6.10.3. The production report shall be in an agreed on format providing the following basic type of information:
- To, Tw, Tt, Ts, Tb, etc. of each machine applicable.
  - Details and number of turnouts completed for the day.
  - Reasons / comments on production shortfall including minutes per reason.
  - Train numbers and minutes delays per train number.
  - CTC names and CTC panel member details.
  - Graphical presentation of data as and where agreed on.
- 6.10.4. The report shall be e-mailed daily to the Service Manager, Supervisor and nominated *Employer's* representatives.
- 6.10.5. 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.
- 6.10.6. 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.
- 6.11. **Quality, Standards of Workmanship & Accuracy**
- 6.11.1. At the end of each occupation on completion of the work the track shall be entirely normalized to the A-standard in terms of track geometry, ballast profile, and formation standard before the site will be accepted by the *Employer*.
- 6.11.2. The *Employer's* Track Inspector shall on completion of each project inspects and measures each completed project for the safe passage of trains.
- 6.11.3. The Supervisor shall on completion of each project inspect and measure each completed project for purposes of verifying quality for payment purposes.
- 6.11.4. Payment for all work not specifically scheduled separately in the Pricing Data shall be deemed to be included in the rates tendered.
- 6.11.5. Standards for acceptance of track shall be in accordance with the Manual for Track Maintenance, the E10 Specification for Track work, the S410 Specification for Earthworks and the Welding Specifications.
- 6.11.6. All track work shall be completed to comply with the A-standard. Should the Contractor observe conditions which may prohibit him from completing a project to the A-standard then he shall bring this timeously to the attention of the Supervisor prior to starting work on a specific project, unless the Supervisor is prepared to make a concession the A-standard shall still apply and the Contractor may then refuse to continue with the specific project if he deems it impossible to achieve the A-standard on final quality.
- 6.11.7. Any substandard work shall be repaired by the Contractor at his cost. This includes rectification of any defects, including any failed aluminothermic welds, within a period of 45 days after the installation of the turnout.
- 6.11.8. Track Geometry
- 6.11.8.1. The Contractor and *Employer's* representatives shall jointly measure and record for each turnout all measurements required to determine the standard of construction. A hard copy, countersigned by both parties, of these measurements shall be made available to the Supervisor by the Contractor on completion of the work for evaluation purposes.
- 6.11.8.2. Measurements for the vertical alignment shall be made with a Geismar type track gauge or equivalent, equipped with approved void meters.
- 6.11.8.3. Deviations from straight line (slack): Determine position of the slack by visual means. Measure the depth of the slack

with a Geismar type track gauge. Measurements shall be taken along the top of the rail also before and after the points of deviation.

- 6.11.8.4. Measurement for the horizontal alignment shall be made with a nylon line on the running side of the reference rail at two points 10 m apart and a feeler gauge calibrated in 1mm intervals.
- 6.11.8.5. On the straight track, each deviation between the two points 10 m apart must be measured by inserting the feeler gauge between the nylon line and the rail at the centre of the deviation. The number of sleeper spaces between the beginning and end of the deviation must be recorded.
- 6.11.8.6. Curved track shall be marked out at 5 m intervals and each mark shall become a measuring station. Measuring and recording the offset at each station from the 10 m chord strung across alternative stations shall determine the Track standard.
- 6.11.8.7. The measuring stations specified above shall be numbered consecutively on the flange of the left hand rail with white chalk for each section being evaluated and shall be prefixed with the letter A.

6.11.9. Ballast Profile

- 6.11.9.1. The height, width and evenness in the longitudinal and lateral direction of the compacted ballast bed shall be measured, recorded and signed off before proceeding with placement of turnout panels.
- 6.11.9.2. Ballast depth shall be 50 mm from the final level of the underside of the concrete turnout sleepers with a tolerance +0 mm and -19 mm.
- 6.11.9.3. The width of the ballast bed shall be to a tolerance of +100 mm and -100 mm.
- 6.11.9.4. The final ballast profile shall be trimmed neatly and the top of the sleepers, chairs and turnout components cleaned from ballast and ballast dust.

6.11.10. Formation Repair

- 6.11.10.1. Formation work shall be executed to comply with the S410 Specification for earthworks. Compaction shall be done strictly in line with layer work layer by layer.
- 6.11.10.2. The moisture content of fill material shall be closely monitored and compaction of dry fill material without water will not be allowed.
- 6.11.10.3. Troxler compaction tests shall be conducted on each layer to verify compaction to the standard required.
- 6.11.10.4. The levels of the formation on completion of the earthworks shall be measured, recorded and signed off before the start of placing the ballast bed.

6.11.11. Measurement of Contact Wire Height & Stagger

- 6.11.11.1. The height of the contact wire shall be measured after the final tamp. Heights below or above the allowable limit quoted will not be acceptable.
- 6.11.11.2. The stagger of the contact wire, (offset from the perpendicular on the track centre line) shall be measured after the final tamp at all support structures, pull-off and knuckle points. Where more than one contact wire exists, the stagger of the innermost wire shall be measured. The stagger on both the through and turnout lines of sets of points shall be checked.
- 6.11.11.3. Contact wire height and stagger measurements shall be reported to the Supervisor in writing (or computer printout) at the end of each shift. Measurements exceeding the allowable limits specified shall be immediately reported to the Employer for rectification. Each measurement shall indicate the mast location number.
- 6.11.11.4. The accuracy of contact wire height measurements shall be  $\pm 10$ mm and the contact wire stagger measurements

shall be  $\pm 20\text{mm}$ .

6.11.11.5. All overhead clearance and stagger measurements are to be done electronically with a Rail rod. The rail rod should be calibrated once every 12 months unless found to be inaccurate. A calibration certificate shall be available on Site at all times. Random checks by TFR electrical measuring staff will be carried out by the Employer to ensure the accuracy of measurements

## 7. HEALTH AND SAFETY

- 7.1. 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 works has been conducted by *the Employer* 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 *the Employer* 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 *the Employer* for the turnout replacement machine and associated works and activities are:
- Fastening of new or removed turnout or turnout panel to turnout replacement machine
  - Other material handling, including loading and off-loading of turnouts or turnout panels
  - Compatibility with turnout supplier's loading, handling and off-loading specification
  - Lateral or longitudinal shifting of turnout or turnout panel while being handled or transported on turnout replacement machine
  - Capsizing of turnout replacement machine during any stage of the process
  - 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 the accommodation units of workers 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
- 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. The *Contractor* shall report all the incidents to the *Service Manager*, the type of injuries sustained as well as quantifying delays or impact on production per incident in minutes.

**7.8. Safety Compliance**

7.8.1. 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.

7.8.2. The *Contractor* shall be responsible to ensure the use of only technically competent trained staff on all types of work.

7.8.3. 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.

7.8.4. The *Contractor* shall ensure that all *Site* staff are trained and inducted in the written safe working procedures for all equipment used on *Site*.

7.8.5. 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.

7.8.6. 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.

7.8.7. 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.

7.8.8. 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).

7.8.9. Non-compliance with safety requirements will result in an immediate suspension of work without payment.

7.8.10. 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*.

7.8.11. The contractor shall supply the safety file to any depot where he is required to render services a week (7 days) prior the commencement of services. The Safety file shall be constructed in a way that it aligns to the safety checklist provided by the client (Transnet) at the beginning of the contract period. Should there be delays in submission of the file and such delays contribute to the late commencement of the project, a fee of R3500, 00 will be charged against the contractor for each day lost as measured from the first day of the planned programme of work activities. Such fee will be deducted from the total monthly value (before VAT) to be claimed by the contractor. In instances where the delays (late verification and approval of the safety file) are due to the client, then the depot will be liable to pay the same fee for each day lost as measured from the first day of the planned programme of work activities. Such value will be added to the total monthly value (before VAT) that shall be claimed by the Contractor. In instances where site activities are brought to an abrupt stop due to non-compliance of safety requirements by the contractor, an hourly fee of R350, 00 will be charged against the Contractor until such requirements are met and acknowledged by the client's safety officer. The total value incurred due to such stoppages will be deducted from the total monthly value (before VAT) to be claimed by 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.
- 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 Inspectors, Track Masters and or Trade hands (Perway)**
- 8.4.1. This training 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.
- 8.5. **Training of Flagmen**
- 8.5.1. The appropriate training for the flagmen provided by the *Contractor* can be provided by *Transnet Freight Rail (TFR)* at the start of the contract.
- 8.5.2. *Transnet Freight Rail (TFR)* requires flagmen, and the pre-requisites for such persons to qualify to be trained, shall be basic literacy skills and Basic English language ability.
- 8.5.3. The *Contractor* will be required to supply at least six of his employees to be trained and certificated in performance of protection duties.
- 8.5.4. *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.
- 8.5.5. In cases where a person was not performing flagmen duties for a period of 6 months or longer, shall be re-tested and again be re-certified competent, before he may be re-used for Protection Duties. Retraining of Flagmen after 6 months of inactivity shall be for the *Contractor's* account.
- 8.6. **Training of Bonders**
- 8.6.1. 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.
- 8.6.2. 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.
- 8.6.3. 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.
- 8.6.4. Follow up training of bonders shall be responsibility of the *Contractor*
- 8.7. **Electrical Awareness, Educational and Competency Training**
- 8.7.1. The electrical awareness training shall be arranged for before any work commences.
- 8.7.2. In order to mitigate the risk of workers coming in contact with live OHTE, all crew who have to work on the train in close proximity of OHTE shall be trained and qualified.



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: SIC23040CIDB (HOAC HO 45710)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK TURNOUT REPLACEMENT MACHINE

- 8.7.3. 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).
- 8.7.4. The Accredited Electrical trainer will be provided by *the Employer* 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.
- 8.8. The following training shall be arranged for the following *Contractor's* staff:

<b>Type of Training</b>	<b>Staff required to undergo training</b>	<b>Estimated duration of training</b>	<b>Location of training</b>	<b>Trainer to conduct training at start of contract</b>	<b>Alternative trainer to conduct training at contract start</b>	<b>Future Refreshment training</b>
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, Operators, fitters, Technicians &amp; Workers supporting fitters, working in risky OHTE areas.</i>	2 days	Depot where work starts	<i>Employer's, Esselen Park or Depot accredited trainer, or Employer's hired accredited trainer : By appointment at depot*</i>	Replacement / new staff: <i>Contractors accredited representative</i>	<i>Contractors accredited representative.</i>
Competency (Electrical)	<i>Service Managers (Follow up training in PWC)</i>	1 day	Depot where work starts	<i>Employer's accredited trainer, or Employer's hired accredited trainer : By appointment at depot*</i>	Replacement /new staff: <i>Contractors accredited representative</i>	<i>Contractors accredited representative.</i>
Flagmen Training	Flagmen and standby flagmen	5 days		<i>Employer's accredited trainer, or Employer's hired accredited trainer : By appointment at depot</i>	Replacement /new staff: <i>Contractors accredited representative</i>	<i>Contractors accredited representative.</i>



TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: SIC23040CIDB (HOAC HO 45710)

DESCRIPTION OF THE SERVICES: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK TURNOUT REPLACEMENT MACHINE

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 representativ e	<i>Contractors</i> accredited representativ e.
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- 8.9. The crew time, transport and accommodation cost related to the above 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.

## **PART 4: SITE INFORMATION**

Core clause 11.2(16) states

“Site Information is information which

describes the Site and its surroundings and 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 Site Information.

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### **Description of the Site and its surroundings**

#### **General description**

The contract area will be all track owned, or maintained, by Transnet Freight Rail country wide, in addition to neighbouring countries. 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.

#### **Existing buildings, structures, and plant & machinery on the Site**

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.

#### **Subsoil information**

The employer shall conduct geotechnical investigations well in advance to determine the engineering behaviour earth materials. The findings obtained from the investigations will be detailed in a report that is provided to the contractor before the start of the project. The Contractor will execute the project based on the recommendations detailed from the geotechnical report. The scope and designs for all the formation works shall be provided by the employer. Table 1 shows the formation types to be used on GFB lines as well as on Iron Ore whereas Table 1.1 shows the formation designs for the Coal lines.

#### **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.

#### **Other reports and publicly available information**

The Employer shall provide all the standard layouts/drawings for all the turnouts to be replaced. The Employer will also provide maps, locations, reports and designs as and when required



**TABLE 1**

**Design for 1:12 & 1:20 Turnout Formation Repair 2006 - 2011**

	DEPTH mm	GFB AND ORELINE												
		A	B1	B2	B3	C1	C2	C3						
Formation	0	Rip and recompact sub-ballast layer	Greencel Geocell with G4 material. Fill with G4 material. Compact to 95% mod. AASHTO @ slightly wetter than OMC.	Compact exposed layer. Lay A5 type Bidim. Place 150mm Greencel type Geocells and fill up to formation with type G4 material. Compact to 95% mod. AASHTO @ slightly wetter than OMC.	Place Tensar SS30 geogrid and fill to original formation level. Compact to 95% mod. AASHTO at slightly wetter than OMC.	Compact exposed layers. Place Tensar SS30 geogrid. Fill up with G4 material. Compact to 95% mod. AASHTO.	Compact exposed layer. Place Greencel type Geocells and fill with G4 type material. Compact layer to 95% mod AASHTO	Compact exposed layer. Place Polytex PT715 geotextile. Back fill up to formation level with G4 material. Compact to 95% mod. AASHTO.						
	25													
	50													
	75													
	100													
	125													
	150													
	175													
	200								Compact exposed layers. Lay A6 Bidim. Place Tensar S330 type geogrid. Fill with G4 material					
	225													
	250													
	275													
	300													
325														
350														
			✓	✓	✓	✓	✓	✓						
			✓	✓			✓							
			✓		✓	✓								
			✓	✓	✓									
								✓						
		✓												
			✓	✓	✓									
						✓	✓	✓						

**TABLE 1.1**

**Formation Rehabilitation: 1:20 Turnouts**

**COALLINE**

	mm	A
		Formation
	25	
	50	
	75	
	100	
	125	
	150	
	175	
	200	
	225	150mm Class SSB Material in
	250	150 Geoweb @ 98% mod
	275	AASHTO plus 50mm Class SSB
	300	Material
	325	
	350	
	375	
	400	
	425	When CBR<5, undercut to max
	450	100mm, placement of 75mm
	475	geoweb 100mm Class SSB
	500	Material Compaction to 93%
	525	mod. AASTHO. When CBR>5,
	550	Compaction to 93 Mod
	575	AASHTO required.
	600	

- SSB material with Geoweb @ 98% mod AASTHO compaction
- SSB material
- SSB material @ 95% mod AASTHO compaction



**Standard Programs for Installation**

**\*ALL programs should be completed**

1:12 Turnout Installation tendered times		
Activity	Description	(Duration in minutes)
1	Cutting and Removal of the Old Set	
2	Removal of Spoil (Old Ballast)	
3	Formation Repair (excavations and backfilling)	
3.1	A Formation	
3.2	B1 Formation	
3.3	B2 Formation	
3.4	B3 Formation	
3.5	C1 Formation	
3.6	C2 Formation	
3.7	C3 Formation	
3.8	Coal Line Formation	
4	Ballast Bed (laying and compaction)	
4	Set Installation	
4a	<i>Slewing Method from Adjacent Track/Building site</i>	
4b	<i>Use of Temporary Tracks to Install the Set</i>	
5	Offloading and Boxing of Ballast	
6	Initial Tamping	
7	Welding of Joints	
8	Final Tamping	

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_



**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 oxidisation.
- 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> <ol style="list-style-type: none"> <li>Contracts which at award stage have a value in excess of R 1,000,000,000.</li> <li>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>Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.</li> <li>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>Contracts in or on any aircraft.</li> <li>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> </ol>

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

- a) 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.
- b) 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**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- 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.
- e) Contracts in or on any aircraft.
- 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 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