Transnet Freight Rail

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: REFURBISHMENT AND REINSTATEMENT OF TELECOMMUNICATIONS HIGH-SITE AT BRUSSELS AND VRYBURG FOR A PERIOD OF TWO (2) MONTHS.

RFP NUMBER	**: SIC21012CIDB / HOAC-HO-35969**
ISSUE DATE	**: 01 SEPTEMBER 2021**
COMPULSORY BRIEFING	**: 09 SEPTEMBER 2021**
CLOSING DATE	**: 16 SEPTEMBER 2021**
CLOSING TIME	**: 10h00**
TENDER VALIDITY PERIOD	**: 12 weeks from closing date**

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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].

DESCRIPTION	Refurbishment and Reinstatement of Telecommunications High-Site at Brussels and Vryburg. **[Service]**
TENDER FEE AND BANKING DETAILS	**This Tender may be downloaded directly from the TRANSNET website https://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx FREE OF CHARGE.** Kindly note that due to the "National Lockdown" directive as announced by the President of the Republic of South Africa on 23 March 2020, **No collection of physical documents will be possible or allowed during the "Lockdown" period, documents are only available for download from National Treasury's "eTenderPublication" website on the following link; www.etenders.gov.za** If Bidders intend to download the RFP from the National Treasury eTender Publication Portal at www.etenders.gov.za, free of charge they are required to send their contact details to the following address: Lerato.morailane@transnet.net by **Wednesday, 08 September 2021** at **15h00**. This is to ensure that any required communication (e.g., addenda to the RFP in relation to this RFP reaches those intending to attend briefing session. **NOTE:** **1.** It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFP all specifications, drawings and annexures.
COLLECT CD CONTAINING RFP/ANNEXURES FROM:	Ground Floor Inyanda House 1 *[**Building**]* 21 Welling Road **[Street]** Parktown, Johannesburg*[**City/Town**]* Contact Person: Lerato Morailane Email address: Lerato.morailane@transnet.net
ISSUE DATE AND COLLECTION DATE DEADLINE	Between **09:00** and **15:00** from **01 September 2021** until **08 September 2021** Note: If a tender fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect a CD containing the RFP on behalf of a Tenderer, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the CD containing the RFP.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at **Transnet Infrastructure, Perway Depot, McKenzie Street, Vryburg, 8600 (co-ordinate: -26.95670,24.74863)** on **Thursday,** the **09 September 2021** at **10:00am** for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation]. **Mzamo Tikwayo** may be contacted on **083 440 4228** for directions to Site. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. **A Site visit/walk will take place, tenderers are to note**: N.B: Due to the restrictions that have been put in place by the South African government with regards to covid-19 pandemic Transnet Freight Rail will ensure that the following restrictions are adhered to: • maximum of 250 indoors and 500 outdoors per gathering (where more than 250 indoors or 500 outdoors are attending, two sessions shall apply) • Wearing of mask (every person entering TFR premises must have a mask on) • Screening (every person entering TFR premises will be screened) • Practicing social distancing • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the **Returnable Schedule T2.2-3** hereto must be completed and submitted with your Tender as proof of attendance is required for a **compulsory** site meeting and/or tender briefing. **Tenderers are required to bring this Returnable Schedule T2.2-3 to the Compulsory Tender Clarification Meeting to be signed by the *Employer's* Representative.** **Tenderers failing to attend the compulsory tender briefing will be disqualified.**
CLOSING DATE	**10:00am on 16 September 2021** Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	**Twelve (12) weeks Business Days from Closing Date: 31 December 2021** Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.

2. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFP No:	SIC20031CIDB / HOAC-HO-34770
Description	Refurbishment and Reinstatement of Telecommunications High-Site at Brussels and Vryburg.
Closing date and time:	**16 September 2021** at 10:00
Closing address:	*[Refer to options in paragraph 3 below]*

All submissions must reflect the return address of the Tenderer on the reverse side.

3. DELIVERY INSTRUCTIONS FOR TENDER

3.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located on the Ground Floor, behind reception and must be addressed as follows:

THE SECRETARIAT
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR, INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above.

3.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Group Capital Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR, Inyanda House 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

3.3 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.

3.4 Submissions must not contain documents relating to any Tender other than that shown on the submission.

4. 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.

5. 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:

5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

5.2. Not necessarily accept the lowest priced tender or an alternative Tender;

5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

5.4. 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;

5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

5.7. 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;

5.8. 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);

5.9. 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.

5.10. 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.

5.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable **[clause 12 on T2.2-26]** [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past five [5] years.

6. 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.

7. **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

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference of the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

8. ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS & INTENTION TO TENDER

Intention to tender Submission Date : 3 Days prior to the RFP closing date

E-MAIL TO:	Transnet Freight Rail Attention: Lerato Morailane & Kgalalelo Tlhabanelo E-mail: Lerato.Morailane@transnet.net Kgalalelo.Tlhabanelo@transnet.net	Project No.: Tender No.: Closing Date:	SIC21012CIDB / HOAC-HO-35969 SIC21012CIDB / HOAC-HO-35969 **16 September 2021**

REFURBISHMENT AND REINSTATEMENT OF TELECOMMUNICATIONS HIGH-SITE AT BRUSSELS AND VRYBURG FOR A PERIOD OF TWO (2) MONTHS.

	Check
Do you wish to tender for the work and will you return your tender proposal by the tender closing date	**Yes** ☐ **No** ☐

IF NO, PLEASE PROVIDE REASONS FOR NOT TENDERING:

_____

_____

COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND E-MAIL ADDRESS

_____

_____

_____

_____

_____

SIGNATURE: _____

TITLE: _____

Please note that this form must be completed irrespective of whether the Tenderer purchased a hard copy of this proposal or downloaded a softcopy from the e-tender portal of National Treasury.

Transnet will not be held liable if Tenderers do not respond to the Intention to Tender Submission date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.

9. RFP CLARIFICATION REQUEST FORM

RFP No: SIC20031CIDB

RFP deadline for questions / RFP Clarifications: Before **12 pm on 14 September 2021**

TO: Transnet SOC Ltd
ATTENTION: Governance, Transnet Freight Rail Tender Office
EMAIL Prudence.Nkabinde@transnet.net
Cc: Kgalalelo.Tlhabanelo@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 Kgalalelo.Tlhabanelo@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
Cc:
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 Annexure C of the CIDB SFU in Engineering and Construction Works Contracts. The SFU 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).

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	**Transnet SOC Ltd** **(Reg No. 1990/000900/30)**
C.1.2	The tender documents issued by the *Employer* comprise:	
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information

C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Kgalalelo Tlhabanelo
	Address:	Inyanda House 2, 3rd Floor, 15 Girton Road, Parktown.
	Tel No.	011 584 -0590
	E – mail	Kgalalelo.Tlhabanelo@transnet.net

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

1. Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:

a) A tenderer having a stipulated minimum B-BBEE status level of contributor of **1**.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

2.1 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 **3CE 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 a registered contractor in terms of these Regulations and
2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and [Para. (a) substituted by GN R464 of 2 July 2013 (wef 1 August 2013).]
3. The category of registration of the joint venture, determined in accordance with subregulation (6) is equal to or higher than the category of registration specified in accordance with subregulation (3) and
4. 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 **3CE 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
5. The tenderer shall provide a certified copy of its signed joint venture agreement.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

3. Stage Three - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tenderering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

4. Stage Four - Local Production and Content in terms of the Preferential Procurement Regulations, 2017:

4.1 Compulsory Local Content Threshold

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the Sectors stated below, Transnet is required to set a stipulated minimum threshold be set for this RFP.

- **Steel** (Steel Products and Components) – **100%**

4.2 Local Content Threshold

Local Content thresholds as stated below will be required for the goods specified in SBD 6.2, to be manufactured by a successful Respondent.

4.3 Local Content Notes

4.3.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the tender;

4.3.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;

4.3.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = [1 - x/y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

4.3.4 The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; http://www.the dti.gov.za/industrial development/ip.jsp at no cost.

4.3.5 The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.

4.3.6 Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted a the closing date and time of the bid;

4.3.7 Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.

4.3.8 Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

4.4 Mandatory RFP Annexures

The regulatory and mandatory RFP Annexures, which must be completed by all Respondents in order to declare Local Content, are as follows:

- Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
- Annexure C – Local Content Declaration: Summary Schedule
- Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.
- To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.
- Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:
  - Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
  - Annexure E – Local Content Declaration: Supporting Schedule to Annexure C
- Annexure F - Guidance Document for the calculation of Local Content

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract. In addition to what is stated above regarding Annexures D and E, please note that these declarations are to be submitted as part of the Essential Returnable Documents.

4.5 Local Content Project Plan [To be utilised where the Local Content threshold must be met in a progressive manner]

Respondents must indicate how they intend to achieve the compulsory **100%** [Steel] Local Content minimum threshold within the initial Five [5] month of the contract period by submitting a project plan which schedules the key tasks to be accomplished and related timelines.

The Local Content Project Plan must project from contract month 1 [award of business] to contract month 5, **100 %** *local production and content achieved] and include:*

- *(i) Key tasks to achieve **100%** production and content [i.e.* 100% [Steel] [*South African manufacture]*
- *(ii) Completion timelines per task in months [milestones]*
- *(iii) Sufficient breakdown of detail so that no task duration is longer than four weeks*
- *(iv) Critical dependencies*

Transnet will conduct bi-monthly reviews with the Supplier(s) to monitor progress with respect to the completion of projected milestones.

4.6 Challenges meeting the Local Content Threshold

Should, after the award of a Bid, the Supplier experience challenges in meeting the stipulated minimum threshold for Local Content, Transnet is required to inform the DTI accordingly in order for the DTI to verify the circumstances and provide directives in this regard.

4.7 Exchange Rate Verification

The rate of exchange quoted by the Respondent in the declaration certificates (Annexure B – Declaration Certificate for Local Production & Content [SBD 6.2] and Annexure C – Local Content Declaration: Summary Schedule) will be verified for accuracy as per the requirement of National Treasury Instruction Notes and Circulars.

4.8 Local Content Obligations

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable as per the contract or Standard Terms and Conditions of Contract. Breach of Local Content obligations also provide Transnet cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

The below mentioned annexures to be fully completed and signed in line with the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

- **Annexure B** – T2.48 Declaration Certificate for Local Production and Content
- **Annexure C** – Local content Declaration: Summary Schedule

	Local content requirements and the exemptions Process when requesting exemption letters for exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons; bidders must apply for exemption. After checking with the industry, the DTI will decide whether to grant an exemption or not. A copy of the exemption letter must be submitted together with the bid document at the closing date and time of the bid ***Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.***
C.2.12	No alternative tender offers will be considered.
C.2.13.3	Parts of each tender offer communicated on paper shall be as an **original and one (1) copy** in the same format as the original submission, which shall be in the **English Language.**
C.2.13.5 C2.15.1	The *Employer*'s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Transnet Freight Rail Acquisition Council Physical address: Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, 2001 Identification details: The tender documents must be submitted labelled with: ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Number: SIC20031CIDB ▪ The Tender Description: Refurbishment and Reinstatement of Telecommunications High-Site at Brussels and Vryburg. Documents must be marked for the attention of: ***Employer*'s Agent:**
C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is: Time: **10:00** on the **16 September 2021** Location: Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, 2001 **NO LATE TENDERS WILL BE ACCEPTED**
C.2.16	The tender offer validity period is **12 weeks [31 December 2021]** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
C.2.23	The tenderer is required to submit with his tender:

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

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

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

4. Proof of registration on the Central Supplier Database;

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

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

C3.4 The time and location for opening of the offers are after the opening submissions at the venue as stated in C.2.15.

C3.11 **Phase 1: 100 points Technical compliance to Project Specification**
Whether the Bid materially complies with the scope and/or specification given
Note: Failure to meet 100 points compliance to the Project Specification will result in a disqualification on Phase 1 and will not be considered for further evaluations. Only those tenderers who obtain the minimum qualifying score for technical compliance (Clause by clause compliance to Project Specification) will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for technical compliance to Project Specification is **100** points.

Technical compliance shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-5: Technical compliance to Project Specification

Phase 2: 60 Points - Technical Evaluation Criteria
Note: Failure to achieve the minimum threshold of 60 points will lead to a disqualification.

Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality Criteria
The functionality criteria and maximum score in respect of each of the criteria are as follows:

Quality Criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number of points
T2.2-6: Previous Company Experience	**Depth of experience relevant to this scope of work as supported by the proof of facts. The depth experience shall cover the following:**		**20**
	Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)	10	
	Previous Company experience relating to the following: ○ Supply and installation/construction of concrete secure housing ○ Supply and application of prot-flex coating or similar product Supply and installation of fence	10	
T2.2-7: Method Statement	**The method statement must cover all aspects of the project including:** ○ Supply and installation/construction of concrete secure housing ○ Supply and application of prot-flex coating or similar product ○ Supply and installation of fence The method statement must ensure that it substantially indicates the how the will be completed to the quality as per required in the technical specifications.		**30**
	Order and timing of the planning, construction and inspection milestones that will take place in order to provide the Works.	10	
	Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender	10	
	The method statement covers the Supply and installation/construction of concrete secure housing, Supply and application of prot-flex coating or similar product & Supply and installation of fence (To enable the Employer to assess the impact to practicality, quality, health, safety, risk and the environment).	10	
T2.2-8: Programme	**Timeframe required for the execution/implementation of entire project which includes secure equipment housing, fencing, and pro-flex coating or similar product.**		
	Ability to execute the works in terms of the Employer's requirements, indicating the order and timing of the construction activities that will take place in order to provide the works.	10	**25**
	Schedule showing Starting and Completion, as listed in contract data Part One – "Data provided by the Employer" and are logically linked to activities in the schedule and to be driven by activities. All activities to be logically tied using a clearly defined critical path method (CPM).	10	

Quality Criteria	Sub-Criteria	Sub-Criteria Point Allocation	Maximum number of points
T2.2-9: Management & CV's of Key Personnel	**Submit certified copies for the following project team:**		**10**
	Formal civil engineering qualification, CV with more than 4 years' experience and ECSA registration within civil engineering.	10	
T2.2-10: Environmental Management Plan	**Provide the comprehensive EMP with the construction, operational and decommissioning phase**		**5**
	Key Environmental Impacts and Possible Mitigation Measures	3	
	Key Roles and Responsibilities	1	
	Environmental Monitoring, Training and Reporting	1	
T2.2-11: Risk Management Plan	**Tenderers should submit a complete and comprehensive Risk Management and Environment Plan that demonstrates the following:**		**5**
	Business continuity plan Business Continuity Management : The objective is to ensure continuity of the service provision to TFR in case on any interruptions which may arise from the tenderer's site aligned to applicable standards	1	
	Business Impact Analysis	3	
	Risk Assessment for the project / Operational Risks: The identified Risks should be based on the scope of works	1	
T2.2-12: Health and Safety	**Tenderers should submit the following documents as a minimum with their tender:**		**5**
	SHE Plan, Letter of Good standing & Safety, Health & Environmental Policy	1	
	Roles & Responsibilities as per the Occupational health and safety Act 85 of 1993	1	
	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.	0.5	
	Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project	1	
	Three years synopsis of SHE incidents, descriptions, type and action taken	0.5	
	Complete and return the *Contractor* Safety Questionnaire attached hereto	1	
Maximum possible score for quality (W_Q)			**100**

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-6: Previous experience
- T2.2-7: Method Statement
- T2.2-8: Programme
- T2.2-9: Management & CV's of Key Personnel
- T2.2-10: Environmental Management Plan
- T2.2-11: Risk Management Plan
- T2.2-12: Health and Safety Management

The minimum number of evaluation points for quality is 60

Each evaluation criteria will be assessed in terms of scores of **0, 40, 60, 80 or 100**

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

Note: Any tender not complying with the above mentioned requirements, will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

C.3.11. Only tenders that met the eligibility criteria will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6.

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

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

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited

to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

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

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

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

T1.3 CIDB Standard Conditions of Tender

STAATSKOERANT, 8 AUGUSTUS 2019

DEPARTMENT OF PUBLIC WORKS

NOTICE 423 OF 2019

STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION

WORKS CONTRACTS

AUGUST 2019

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;

ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number Of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work*,*
b) significantly change the Employer*'s* or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

Requirement Qualitative interpretation of goal

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

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

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

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

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

The activities associated with evaluating tender offers are as follows:

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

e) Determine if there are any grounds for disqualification

f) Determine acceptability of preferred tenderer

g) Prepare a tender evaluation report

h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

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

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

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by The employer as part of the tender documents to take account of:

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Annex D

Standard Conditions for the calling for Expressions of Interest

D.1 General

D.1.1 Actions

D.1.1.1 The employer and each respondent submitting an expression of interest shall comply with these conditions for calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

D.1.1.2 The employer and the respondent and all their agents and employees involved in the Submission 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. Respondents shall declare any potential conflict of interest in their 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.

D.1.1.3 The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

D.1.2 Supporting documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

D.1.3 Interpretation

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

D.1.3.2 For the purposes of these conditions for the calling for expressions of interest, 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 capacityin some way for their personal or corporate benefit.

iii. incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

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; and

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

D.1.4 Communication and employer's agent

Each communication between the employer and a respondent 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 respondent. The name and contact details of the employer's agent are stated in the submission data.

D.2 Respondent's obligations

D.2.1 Eligibility

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his/her principals, is not under any restriction to do business with the employer.

D.2.2 Cost of submissions

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

D.2.3 Check documents

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

D.2.4 Acknowledge addenda

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

D.2.5 Clarification meeting

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

D.2.6 Seek clarification

Request clarification of the submission documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the submission data.

D.2.7 Making a submission

D.2.7.1 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.
D.2.7.2 Seal the original and each copy of the submission 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 submission data, as well as the respondent's name and contact address.
D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

D.2.8 Information and data to be completed in all respects

Accept that submissions, 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.

D.2.9 Closing time

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data. Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of these conditions for expressions of interest apply equally to the extended deadline.

D.2.10 Clarification of submission

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

D.3 Employer's undertakings

D.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the submission closing

time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

D.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until seven (7) working days before the closing time for submissions stated in the submission data. If, as a result, a respondent applies for an extension to the closing time stated in the submission data, the employer may grant such extension and, shall then notify it to all respondents.

D.3.3 Late submissions

Unless otherwise stated in the submission data, return submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.

D.3.4 Opening of submissions

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt Of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

D.3.5 Non-disclosure

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

D.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.

D.3.7 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each submission received:

a) meets the requirements of these conditions for the calling for expressions of interest;

b) has all the substantive provisions properly and fully completed and signed, and

c) is responsive to the other requirements of the call for expressions of interest.

D.3.8 Non-responsive submissions

Reject all non-responsive submissions.

D.3.9 Evaluation of responsive submissions

D.3.9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

D.3.10 Provide written reasons for actions taken

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

T2.1: List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

T2.2-1 **Stage One as per PPPFA: Pre-qualification Criteria Schedule for preferential procurement in terms of the Preferential Procurement Regulations, 2017(B-BBEE)**

Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017 – A tender having a stipulated minimum B-BBEE status level of contributor of **1**

T2.2-2 **Stage Two as per CIDB: Eligibility Criteria Schedule -** CIDB Registration

T2.2-3 **Stage Three as per CIDB: Eligibility Criteria Schedule -** Certificate of attendance at Compulsory Tender Clarification Meeting

T2.2-4 **Stage Five as per PPPFA: Eligibility Criteria Schedule - Declaration Certificate of Local Production and Content (SBD 6.2) -** Declaration Certificate of Local Production and Content (SBD 6.2)

2.1.2 Stage Six as per CIDB: these schedules will be utilised for evaluation purposes:

T2.2-5 **Evaluation Schedule:** Technical compliance to Project Specification

Failure to meet 100 points compliance to the Project Specification will result in a disqualification on Phase 1 and will not be considered for further evaluations.

T2.2-6 Previous experience

T2.2-7 Method Statement

T2.2-8 Programme

T2.2-9 Management & CV's of Key Personnel

T2.2-10 Environmental Management Plan

T2.2-11 Risk Management Plan

T2.2-12 Health and Safety Management

2.1.3 Returnable Schedules:

General:

T2.2-12a Health and Safety Questionnaire

T2.2-12b Health and Safety Cost Breakdown

T2.2-12c Letter of Good Standing

T2.2-13 Quality Management

T2.2-14 Availability of equipment and other resources

T2.2-15 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not eligibility)

T2.2-16 Site Establishment requirements

T2.2-17 Authority to submit tender

T2.2-18 Record of Addenda to Tender Documents

T2.2-19 Storage Capacity

Agreement and Commitment by Tenderer:

T2.2-20 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-21 Supplier Code of Conduct

T2.2-22 Service Provider Integrity Pact

T2.2-23 Non-Disclosure Agreement

T2.2-24 Supplier Declaration Form

T2.2-25 RFP Declaration Form

T2.2-26 RFP – Breach of Law

T2.2-27 SBD1 (Tax Compliance Status)

T2.2-28 Certificate of Acquaintance with Tender Document

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-29 Insurance provided by the Contractor

T2.2-30 Three (3) years audited financial statements

2.2 C1 - Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

2.3 C2 – Pricing Data

C2.1 Pricing Assumptions

C2.2 Bill of Quantities

2.4 C3 - Scope of Work

2.5 C4 - Site Information

T2.2-1: B-BBEE Status Level: Eligibility Criteria Schedule

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the eligibility criteria of B-BBEE Status Level

It is a specific tendering condition that tenderers:

- Have a minimum B-BBEE status level of **1**.

Tenderers are required to submit the **valid B-BBEE certificates or Sworn Affidavits**

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

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

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 **3CE or higher** class of construction work, 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 a registered contractor in terms of these Regulations and
2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and [Para. (a) substituted by GN R464 of 2 July 2013 (wef 1 August 2013).]
3. The category of registration of the joint venture, determined in accordance with subregulation (6) is equal to or higher than the category of registration specified in accordance with subregulation (3) and
4. 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 **3CE 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
5. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
6. 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.

T2.2-3: Certificate of Attendance at Tender Clarification Meeting: Eligibility Criteria Schedule

This is to certify that

(Company Name)

Represented by: (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name Signature

For and on Behalf of the *Employers Agent.* Date

SBD 6.2

T2.2-4: Declaration of Certificate for Local Production and Content for Designated Sectors: Pre-qualification Criteria Schedule

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. **General Conditions**

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.

1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] * 100

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
• **Steel** [Products and Components for Construction]	**100%**

4. Does any portion of the services, works or goods offered have any imported content?

(***Tick applicable box***)

YES		NO	

4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. SIC20031CIDB / HOAC-HO-34770

ISSUED BY: TRANSNET FREIGHT RAIL ON BEHALF OF TRANSNET SOC LTD
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ... (full names), do hereby declare, in my capacity as .....of.....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity **Steel**[Products and Components for Construction] Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content **100%[Steel]** , as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

NOTE TO TENDERERS: FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS SBD6.2 DECLARATION AS WELL AS THE ACCOMPANYING ANNEXURE C "LOCAL CONTENT DECLARATION - SUMMARY SCHEDULE"WILL RESULT IN THE TENDER SUBMISSION BEING NON-RESPONSIVE AND DISQUALIFIED FROM ANY FURTHER EVALUATION.

T2.2-5: Clause by Clause Compliance to Project Specification (Evaluation Schedule)

Phase 1: Technical compliance to Project Specification

Whether the Bid materially complies with the scope and/or specification given

Note: Failure to meet 100 points compliance to the Project Specification will result in a disqualification on Phase 1 and will not be considered for further evaluations.

CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE PROJECT SPECIFICATION				
Please write yes/comply for compliance to specification in full in the second column, or if you do not comply write no/do not comply in the third column and the forth column give comment/reasons for non-compliance to non-compliance to clause by clause compliance to Terms of Reference				
Clause No	**Description**	**Write in full Yes/Comply Symbols ("tick" or "X") not allowed (Positive compliance)**	**Write in full No/Do not comply Symbols ("tick" or "X") not allowed (Negative compliance)**	**Reasons / comments for non-compliance to project specification**
i.	**Site clearing**			
	• The *Contractor* shall clear and grumble as per the site boundary of 4m x 4m to fit the required structure on drawing No. BBH 1900.			
	▪ Notwithstanding the above, the *Contractor* shall prior to any clearing and grubbing agree with the Employers Agent the areas to be cleared. The site clearing should be done as the SANS 1200 A and C.			
ii.	**Field test**			
	The *Contractor* shall be required to conduct at two Dynamic Cone Penetration (DCP) prior the construction to determine the soil bearing pressure of the site. Should the penetration exceed 5mm per blow, the *Contractor* shall be required remove the material and backfill with 200mm G2 material on the founding layer on the foundation. During the excavation, the profile layers shall be recorded and be presented on the as-built drawings.			

CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE PROJECT SPECIFICATION				
Please write yes/comply for compliance to specification in full in the second column, or if you do not comply write no/do not comply in the third column and the forth column give comment/reasons for non-compliance to non-compliance to clause by clause compliance to Terms of Reference				
Clause No	**Description**	**Write in full Yes/Comply Symbols ("tick" or "X") not allowed (Positive compliance)**	**Write in full No/Do not comply Symbols ("tick" or "X") not allowed (Negative compliance)**	**Reasons / comments for non-compliance to project specification**
	Earthworks			
	• The *Contractor* may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. All material shall be considered to be soft material unless agreed and approved otherwise in writing with the Employer's Agent prior to excavation taking place			
iii.	▪ The excavated material shall be disposed on the access road and be spread for drive way within the free-haul distance.			
	▪ The backfilling of 100mm thickness shall be approved clean non-cohesive material, either selected material from the excavations or imported material, and shall be compacted to a minimum of 95% Mod. AASHTO density. Once the excavation has been completed Damp Proof Core (DPC) or moisture inhibitors are placed inside the excavated area.			
	Reinforced Concrete Structure			
iv.	The reinforced concrete structure shall be made as per drawing BBH 1900 and specification BBH1869.			
	Prot-flex coating or similar product			
v.	The *Contractor* shall supply and apply the pro-flex coating or similar product into the concrete structure for security. The surface should cleaned prior the application of the coating for proper bond. The coating layer should layer be 2mm thickness for the entire concrete structure to ensure security			

CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE PROJECT SPECIFICATION				
Please write yes/comply for compliance to specification in full in the second column, or if you do not comply write no/do not comply in the third column and the forth column give comment/reasons for non-compliance to non-compliance to clause by clause compliance to Terms of Reference				
Clause No	**Description**	**Write in full Yes/Comply Symbols ("tick" or "X") not allowed (Positive compliance)**	**Write in full No/Do not comply Symbols ("tick" or "X") not allowed (Negative compliance)**	**Reasons / comments for non-compliance to project specification**
vi.	**Fence, gate and locks**			
	▪ The *Contractor* shall supply and install the fencing panel of 3.305m width and 2.4m height of a clear view fence or similar product. The fence shall be 500mm offset the secure housing on 2 sides and the other shall 200mm offset.			
	▪ The Concrete foundations for the fence and the gate (main entrance and pedestrian) posts shall not be less than 300 l x 300 b x 700 d (mm). The concrete base at main entrance gates shall have a width of 500mm and shall have a foundation depth of 250mm.			
	▪ The gate system must be of a double Leaf sliding with gate galvanised and Alu coated 2.4m high x 1m long, with gate posts, rail, guide and wheels.			
	▪ The locks system shall of anti-temper fixator solution.			
	Supervision			
	The *Contractor* shall first submit the project programme to Transnet to be reviewed for approval prior the execution. The *works* shall be implemented in the present of Transnet representative with site access certificate.			

CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE PROJECT SPECIFICATION				
Please write yes/comply for compliance to specification in full in the second column, or if you do not comply write no/do not comply in the third column and the forth column give comment/reasons for non-compliance to non-compliance to clause by clause compliance to Terms of Reference				
Clause No	**Description**	**Write in full Yes/Comply Symbols ("tick" or "X") not allowed (Positive compliance)**	**Write in full No/Do not comply Symbols ("tick" or "X") not allowed (Negative compliance)**	**Reasons / comments for non-compliance to project specification**
	Reporting The reporting of the *Contractor* shall include the following but not limited:			
	a) Develop project plan with the cash flow projection			
	b) Attend the progress meeting			
	c) Submit the project programme			
	d) Produce the progress reports			
	e) All construction drawing and technical reports to be approved Transnet representative engineer.			
	Deliverables for the Task Order:			
	a) Produce the report indicating soil condition			
	b) Implementing the reinforced concrete structure as per drawing and specs			
	c) Implement the coating system			
	d) Installation of the fence with gate and lock system			
	e) Produce the as-built drawings			
	Duration of Contract			
	'Once-Off for a period of two (2) Months.			
	Installation Requirements			
	▪ The *Contractor* shall be responsible for the transport to site, off-loading, handling, storage and security of all material required for the construction/execution of the works.			
	▪ Supply and Install the concrete equipment housing for Brussels equipment as per BBH1869			
	▪ The concrete house shall be coated with a pro-flex coating material or similar product for maximum protection.			

CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE PROJECT SPECIFICATION				
Please write yes/comply for compliance to specification in full in the second column, or if you do not comply write no/do not comply in the third column and the forth column give comment/reasons for non-compliance to non-compliance to clause by clause compliance to Terms of Reference				
Clause No	**Description**	**Write in full Yes/Comply Symbols ("tick" or "X") not allowed (Positive compliance)**	**Write in full No/Do not comply Symbols ("tick" or "X") not allowed (Negative compliance)**	**Reasons / comments for non-compliance to project specification**
	▪ Installation of a clear view fence or similar product with mesh wire fencing made of steel or other impact resistant material, built around and over the concrete equipment housing.			
	Functional Requirements			
	▪ The *Contractor* will be required to supply new material as well as disposal of old material/ rubbles where needed.			
	▪ The *Contractors* will be required to provide the construction programme that will need to be approved by the TFR *project manager.*			
	▪ The new equipment rooms must be compliant to the scope of work and specifications provided.			
	▪ The *Contractors* should take into consideration the fact that the constructions will take place in two different areas viz. Brussels and Vryburg high sites.			
	▪ The *Contractors* should indicate and provide all the tests done and the results as part of the complete constructed works.			
	▪ The *Contractors* should also provide all the "AS built diagrams" during handover of each site constructed.			
	▪ The *Contractors* must be equipped with all the required plant, tools, and safety equipment including COVID_19 PPE (Personal Protective Equipment) to effectively and safely carry out the *Works.*			
	▪ Safety induction by TFR Safety and Electrical officers is required before commencement of work.			

CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO THE PROJECT SPECIFICATION				
Please write yes/comply for compliance to specification in full in the second column, or if you do not comply write no/do not comply in the third column and the forth column give comment/reasons for non-compliance to non-compliance to clause by clause compliance to Terms of Reference				
Clause No	**Description**	**Write in full Yes/Comply Symbols ("tick" or "X") not allowed (Positive compliance)**	**Write in full No/Do not comply Symbols ("tick" or "X") not allowed (Negative compliance)**	**Reasons / comments for non-compliance to project specification**
	Implementation Requirements			
	▪ The *Contractor* must prepare a Gantt chart and cash flow forecast.			
	▪ The *Contractor* must order the remainder of the required installation materials.			
	▪ The *Contractor* must establish a working site where all materials must be stored.			
	▪ The *works* must be planned to ensure minimal interruption to normal train services.			
	▪ On-site deviations from the agreed installation requests will only be allowed with the consent and site instruction issued by the project manager.			
	▪ The *Contractor* must complete the works in the specified time.			
	▪ Final accepted tests and "AS Built" sheets, must be submitted on completion of the work.			
	▪ The Notice of Completion Certificate will not be issued by TFR until all "As Built" documentation has been submitted.			
	Secure Signalling Equipment Shelter: BBH1869 Specification			
	Full compliance to the BBH1869 Specification Secure Signalling Equipment Shelter			

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-6: Previous Experience (Evaluation Schedule)

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects.
    - Construction of similar works as detailed in the Works Information with reference to:
    - Civil works - Refurbishment and Reinstatement of Telecommunications High-Site at Brussels and Vryburg.

    - Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer

T2.2.6: Work Experience with respect to specific aspects of the project/ completed projects. ▪ Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value) ▪ Previous Company experience relating to the following: – Supply and installation/construction of concrete secure housing – Supply and application of prot-flex coating or similar product – Supply and installation of fence		**20 Points**
0 (non-responsive)	The Tenderer failed to address the question / issue. Has not submitted the required information. **No indication / submission of completion certificates / not relevant experience**	
40 (Poor)	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in **One** (1) project relating to scope of *works*. The tenderer lacks convincing evidence of knowledge of previous experience, specific to the *works.* **Completion certificates / written references to be provided.**	
60 (Fair)	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in **Two** (2 projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the particular requirements of the *works*. **Completion certificates / written references to be provided.**	
80 (Good)	The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in **Three** (3 projects relating to the scope of works. The tenderer has extensive previous experience in relation to the *works*. **Completion certificates / written references to be provided.**	
100 (Excellent)	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in **Four** (4) or more projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature. **Completion certificates / written references to be provided.**	

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer

T2.2-7: Method Statement (Evaluation Schedule)

Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

- A detailed method statement is required describing exactly how each aspect of the work will be executed and the order in which it will be done.

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- Order and timing of the audits, inspection and design milestones that will take place in order to provide the *Works*.
- Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer

T2.2.7: Method Statement Tenderers are to submit a project specific Method Statement highlighting the scope of works and outline the proposed approach in respect to the Supply and installation/construction of concrete secure housing, Supply and application of prot-flex coating or similar product and Supply and installation of fence.		**30 Points**
0 (non-responsive)	The tenderer has submitted no information or inadequate information to determine a score. Approach Paper does respond to the scope of work and or does not address the items as indicated on the method statement guidelines (planning & documentation and executing & closing) and or the method statement is not provided.	
40 (Poor)	The methodology/approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project.	
60 (Fair)	Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met.	
80 (Good)	The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage activities is specifically tailored to the critical characteristics of the project.	
100 (Excellent)	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs.	

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer

T2.2-8: Programme (Evaluation Schedule)

Note to tenderers:

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide a hard copy of the Programme

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme but not limited to the following:

- Ability to execute the works in terms of the *Employer*'s requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

The scoring of the Programme will be as follows:

T2.2-8: Programme A project plan indicating the time it will take to complete the project. The plan should indicate activities with timelines at each sites	**25 Points**
0 (non-responsive)	If the bidder fail to submit a Project Plan or indicate that the work will be executed and completed >14 weeks.
40 (Poor)	Programme not complete or does not represent a clear understanding of the project requirements; • If the project plan indicate that the work (all sites) will be executed and completed in >12 & ≤14weeks.
60 (Fair)	Programme complete with minor discrepancies; • If the project plan indicate that the work (all sites) will be executed and completed in >10 & ≤12 weeks.
80 (Good)	Programme complete and represent a clear understanding of the project requirements; • If the project plan indicate that the work (all sites) will be executed and completed between >8 & ≤10 weeks.
100 (Excellent)	Programme complete with no discrepancies and represent a clear understanding of the project requirements; • If the project plan indicate that the work (all sites) will be executed and completed in ≤8 weeks

Attachment : Hard Copy of Programme

T2.2-9: Management & CV's of Key Personnel (Evaluation Schedule)

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
   i. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

   As a minimum each CV should address the following, but not limited to;

   i. Personal particulars
      a. Name
      b. Place (s) of tertiary education and dates associated therewith
      c. Professional awards
   ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
   iii. Name of current employer and position in enterprise
   iv. Overview of post graduate experience (year, organization and position)
   v. Outline of recent assignments / experience that has a bearing on the Scope of Works

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1			
2			
3			
4			
5			

Index of documentation attached to this schedule:

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T2.2-9: Management & CV's of Key Personnel The qualification herein referred as: ▪ ECSA registration within Civil Engineering ▪ Formal civil engineering qualification		**25 Points**
0 (non-responsive)	**Zero (No)** appropriate qualification or CV with relevant experience.	
40 (Poor)	There is no certified copy of qualification but attached CV with not enough experience, has ≤1 years in the civil engineering field.	
60 (Fair)	There is certified copy of qualification, has ≤2 years' experience and but not registered with ECSA within civil engineering.	
80 (Good)	There is a certified copy of qualification, has ≤3 years' experience and registered with ECSA within civil engineering field.	
100 (Excellent)	There is a certified copy of qualification, has ≤4 years' experience, registered with ECSA and postgraduate within civil engineering field.	

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-10: Evaluation Schedule: Environmental Management Plan (Evaluation Schedule)

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:

Key Environmental Impacts and Possible Mitigation Measures (60)	
(Score 0)	The EMP is **not submitted** by the bidder.
(Score 20)	Poorly written EMP with **zero/no key** impacts and mitigation measures specific to the project
(Score 40)	EMP contains **1-3** key impacts and mitigation measures specific to the project.
(Score 60)	EMP contains **4-6** key impacts and mitigation measures specific to the project.
(Score 80)	EMP contains **7-9** key reasonable and relevant impacts and mitigation measures specific to the project.
(Score 100)	EMP contains **10 and more** key reasonable and relevant impacts and mitigation measures specific to the project, which meet and exceed tender requirements.

Key Roles and Responsibilities (20)	
(Score 0)	The EMP is **not submitted** by the bidder.
(Score 20)	Poorly written EMP with **zero/no key** roles and responsibilities specific to the project.
(Score 40)	EMP **contains 1-3 key** reasonable and relevant roles and responsibilities specific to the project.
(Score 60)	EMP contains **4-6 key** reasonable and relevant roles and responsibilities specific to the project.
(Score 80)	EMP contains **7-9 key** reasonable and relevant key reasonable and relevant roles and responsibilities specific to the project.
(Score 100)	EMP contains **10 and more key** reasonable and relevant key reasonable and relevant roles and responsibilities specific to the project, which meet and exceed tender expectations.

Environmental Monitoring, Training and Reporting (20)	
(Score 0)	The EMP is **not submitted** by the bidder.
(Score 20)	Poorly written EMP with **zero/no** monitoring techniques, no training and no form of reporting.
(Score 40)	Tenderer did not demonstrate understanding of the project scope and provided irrelevant **information** on monitoring techniques, training methods and types of reports.
(Score 60)	Tenderer understood the project scope, but provided relevant but less detailed information on monitoring techniques, training methods and types of reports.
(Score 80)	Tenderer understood the project scope and identified relevant monitoring techniques, relevant training methods and relevant reports.
(Score 100)	Tenderer understood the project scope and addresses all critical aspects with regards to monitoring, training and reporting which meets and exceeds tender requirements.

Attached submissions to this schedule:

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Signed ..... Date .....

Name ..... Position .....

Tenderer

T2.2-11: Risk Elements:

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

If No Risks are identified "No Risks" must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

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.

Tenderer's Risk Management Plan will be as follows:

Evaluation of Tender : Risk Management plans	
Company Name : Tender Description:	
1. Business continuity plan **Business Continuity Management : The objective is to ensure continuity of the service provision to TFR in case on any interruptions which may arise from the tenderer's site aligned to applicable standards**	
The following criteria to be included: **-** Emergency operating procedures - Business Continuity invocation action - Project recovery resources - Business / Supplier Contact list - Emergency Contact **20%**	**Scoring Criteria** Business Continuity plan contains Emergency Operating Procedures, Business continuity invocation action, Project recovery resources , Business / Supplier contact list Emergency contacts **(Score 100)** Business Continuity plan contains 4 of the 5 required criteria **(Score 80)** Business Continuity plan contains 3 of the 5 required criteria **(Score 60)** Business Continuity plan contains 2 of the 5 required criteria **(Score 40)** Business Continuity plan contains 1 of the 5 required criteria **(Score 20)** No business continuity plan submitted **(Score 0)**
2. Business Impact Analysis	
- Identification of critical processes within the project - Recovery Time Objective in case of any interruption that may arise - Recovery Strategy: how will the supplier recover - Operational dependencies eg: Operational equipments,telephones etc. needed to ensure continuity - Alternative supply of equipment and/ or supply of extra staff - Battle box (It comprises of all necessary documentation,equipments required for continuity) **20%**	**Scoring Criteria** Business Impact Analysis contains Identification of critical processes within the project, Recovery Time Objective, Recovery Strategy, Operational dependencies, Alternative supply of equipment and/or supply of extra staff, Battle box. **(Score 100)** Business Impact Analysis contains 4 of the 5required criteria **(Score 80)** Business Impact Analysis contains 3 of the 5 required criteria **(Score 60**) Business Impact Analysis contains 2 of the 5 required criteria **(Score 40)** Business Impact Analysis contains 1 of the 5 required criteria **(Score 20)** No business plan submitted **(Score 0**)

3. Risk Assessment for the project / Operational Risks: The identified Risks should be based on the scope of works	
- Identification of risks of service interruption during the project - Risk Analysis methodology - Ranking of the Risks - Mitigation of the identified risks - Responsible person **60%**	**<u>Score Criteria</u>** Risk Register contains Identification of risks of service interruption during the project ,Risk Analysis methodology, Ranking of the Risks, Mitigation of the identified risks and Responsible person **(Score 100)** Risk Register contains 4 to 5 required criteria **(Score 80)** Risk Register contains 3 of the 5 required criteria **(Score 60)** Risk Register contains 2 of the 5 required criteria **(Score 40)** Risk Register contains 1 of the 5 required criteria **(Score 20)** No Risk Register submitted \ Risks identified are not relevant to the project **(Score 0)**
Assessment criteria: 1. Be fair and objective in your assessment. 2. Complete the assessment document in full and use comments row to motivate your marks where necessary. 3. The document should be completed in a neat and tidy manner due to the fact that it will become an official document. 4. Be transparent and share your observations with the company representative (applicable where site visit was conducted to verify information supplied) and assessment team. 5. No copies of the completed assessment document must be provided to the company representative. 6. On completion of the assessment the marks obtained and end result of the assessment needs to be discussed with the contractor. 7. After the tender award the tenderers representative may be advised of their shortcomings in terms of their SHE submission.	

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-12: Health and Safety Requirements (Evaluation Schedule)

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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The scoring of the Tenderer's Health and Safety Requirements will be as follows: **5 Points**

MAXIMUM POINTS	**1**	**1**	**0.5**	**1**	**0.5**	**1**
5	**SHE Plan, Letter of Good standing & Safety, Health & Environmental Policy**	**Roles & Responsibilities as stipulated from above**	**List of Job Categories for project as stipulated from above**	**Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project namely:**	**Three years synopsis of SHE incidents, descriptions, type and action taken**	**Complete and return the *Contractor* Safety Questionnaire attached hereto**
(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.					
(score 40)	SHE plan is project specific, but the information lacks convincing evidence, that stated *Employer's* requirements will be met. The information provided in the Health and safety bill of quantities is poor and lacks convincing evidence. There's a medium risk that stated *Employer's* requirements will not be met. 2 of the 5 key policy components are recognized and meet the *Employer's* requirement.	Roles and responsibilities are unlikely to ensure compliance as per the w*orks* information and not in line with OHS Act and TFR health and safety specification.	Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel.	Poor response/answer/ solution lacks convincing evidence, medium risk that stated *Employer's* requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated *Employer's* requirements will not be met.	Poor response/answer/solution lacks convincing evidence, medium risk that stated *Employer's* requirements will not be met.

(score 60)	SHE plan is project specific. The information is satisfactory to the particular aspect, and evidence given is sufficient that *Employers* requirements will be met. The information provided in the Health and safety bill of quantities is satisfactory and the evidence is convincing, that stated *Employer's* requirements will be met. 3 of the 5 key policy components are recognized and meet the *Employer's* requirements.	Satisfactory response on roles and responsibilities as per *Employer's* requirements.	Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on TFR Health and safety specification.	Satisfactory response/answer/ solution to the particular aspect of the requirement, evidence given that the stated *Employer's* requirements will be met.	Satisfactory response/answer/so lution to the particular aspect of the requirement, evidence given that the stated *Employer's* requirements will be met.	Satisfactory response/answer/solutio n to the particular aspect of the requirement, evidence given that the stated *Employer's* requirements will be met.
(score 80)	SHE plan is project specific. The information is good and demonstrate real understanding & ability to meet stated *Employer's* requirements. The information provided in the Health and safety bill of quantities is good and demonstrates real understanding and evidence of ability to meet stated *Employer's* requirements. 4 of the five key policy components are recognized and meets the *Employer's* requirements.	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TGC health and safety specification.	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TFR health and safety specification.	Good response/answer/ solution which demonstrates real understanding and evidence of ability to meet stated *Employer's* requirements.	Good response/answer/so lution which demonstrates real understanding and evidence of ability to meet stated *Employer's* requirements.	Good response/answer/solutio n which demonstrates real understanding and evidence of ability to meet stated *Employer's* requirements.

(score 100)	She plan is project specific. The information is very good and gives real confidence that the tenderer, is most likely to ensure compliance with stated *Employer's* requirements. The information provided in the Health and safety bill of quantities is very good and gives real confidence that the tender is most likely to ensure compliance with stated stated *Employer's* requirements. All 5 key policy components are recognized and meets the *Employer's* requirements.	Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TFR Health and Safety Management Specification.	Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.	Very good response/answer/ solution gives real confidence that the tenderer is most likely to ensure compliance with stated *Employer's* requirements.	Very good response/answer/so lution gives real confidence that the tenderer is most likely to ensure compliance with stated *Employer's* requirements.	Very good response/answer/solutio n gives real confidence that the tenderer is most likely to ensure compliance with stated *Employer's* requirements.

T2.2-12a: Health and Safety Questionnaire

1. SAFE WORK PERFORMANCE

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? ☐ Yes ☐ No
(Please provide letter of confirmation)

2. CITATIONS

2A. Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?
☐ Yes ☐ No
If yes, provide details:

2B. Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?
☐ Yes ☐ No
If yes, provide details:

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?
☐ Yes ☐ No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual? ☐ Yes ☐ No
If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No
If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	☐	☐	EQUIPMENT MAINTENANCE	☐	☐
INCIDENT NOTIFICATION POLICY	☐	☐	EMERGENCY RESPONSE	☐	☐
RECORDKEEPING & STATISTICS	☐	☐	HAZARD ASSESSMENT	☐	☐
REFERENCE TO LEGISLATION	☐	☐	SAFE WORK PRACTICES	☐	☐
GENERAL RULES & REGULATIONS	☐	☐	SAFE WORK PROCEDURES	☐	☐
PROGRESSIVE DISCIPLINE POLICY	☐	☐	WORKPLACE INSPECTIONS	☐	☐
RESPONSIBILITIES	☐	☐	INVESTIGATION PROCESS	☐	☐
PPE STANDARDS	☐	☐	TRAINING POLICY & PROGRAM	☐	☐
ENVIRONMENTAL STANDARDS	☐	☐	COMMUNICATION PROCESSES	☐	☐
MODIFIED WORK PROGRAM	☐	☐			

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No
If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	☐	☐	CONFINED SPACE ENTRY	☐	☐
EMERGENCY REPORTING	☐	☐	TRENCHING & EXCAVATION	☐	☐
INJURY REPORTING	☐	☐	SIGNS & BARRICADES	☐	☐
LEGISLATION	☐	☐	DANGEROUS HOLES & OPENINGS	☐	☐
RIGHT TO REFUSE WORK	☐	☐	RIGGING & CRANES	☐	☐
PERSONAL PROTECTIVE EQUIPMENT	☐	☐	MOBILE VEHICLES	☐	☐
EMERGENCY PROCEDURES	☐	☐	PREVENTATIVE MAINTENANCE	☐	☐
PROJECT SAFETY COMMITTEE	☐	☐	HAND & POWER TOOLS	☐	☐
HOUSEKEEPING	☐	☐	FIRE PREVENTION & PROTECTION	☐	☐
LADDERS & SCAFFOLDS	☐	☐	ELECTRICAL SAFETY	☐	☐
FALL ARREST STANDARDS	☐	☐	COMPRESSED GAS CYLINDERS	☐	☐
AERIAL WORK PLATFORMS	☐	☐	WEATHER EXTREMES	☐	☐

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	☐	☐	SAFETY COMMUNICATION	☐	☐
EMPLOYEE RESPONSIBILITIES	☐	☐	FIRST AID/MEDICAL PROCEDURES	☐	☐
DUE DILIGENCE	☐	☐	NEW WORKER TRAINING	☐	☐
SAFETY LEADERSHIP	☐	☐	ENVIRONMENTAL REQUIREMENTS	☐	☐
WORK REFUSALS	☐	☐	HAZARD ASSESSMENT	☐	☐
INSPECTION PROCESSES	☐	☐	PRE-JOB SAFETY INSTRUCTION	☐	☐
EMERGENCY PROCEDURES	☐	☐	DRUG & ALCOHOL POLICY	☐	☐
INCIDENT INVESTIGATION	☐	☐	PROGRESSIVE DISCIPLINARY POLICY	☐	☐
SAFE WORK PROCEDURES	☐	☐	SAFE WORK PRACTICES	☐	☐
SAFETY MEETINGS	☐	☐	NOTIFICATION REQUIREMENTS	☐	☐

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 ☐ Biweeky ☐ 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	Monthly	Quarterly	Annually
Project/Site Manager	☐	☐	☐	☐	☐
Managing Director	☐	☐	☐	☐	☐
Safety Director/Manager	☐	☐	☐	☐	☐
/Chief Executive Officer	☐	☐	☐	☐	☐

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	☐	☐	☐	☐	☐
Incidents totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman	☐	☐	☐	☐	☐

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	☐	☐	☐	☐	☐
Costs totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman/general foreman	☐	☐	☐	☐	☐

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	☐	☐	☐	☐	☐
Property Damage	☐	☐	☐	☐	☐
Fire	☐	☐	☐	☐	☐
Security	☐	☐	☐	☐	☐
Environmental	☐	☐	☐	☐	☐

8 PERSONNEL

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:

9 REFERENCES

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

T2.2-12b: Health and Safety Cost Breakdown

Tenderer (Company)	**Responsible Person**	**Designation**	**Date**

Project/Tender Title	**Project/Tender No.**	**Project Location / Description**
Refurbishment of Main Traction Transformers: Supply, Install, Test and Commission substation equipment at Heidelberg depots for a Period of Two (2) Months.	**SIC20035CIDB**	Various locations

#	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			

Total Health and Safety Estimate (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	

T2.2-12c 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:

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

T2.2-13: Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Quality Management Standard,

The tenderer shall as a minimum submit the following:

- Project Quality Plan which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
- Project specific Quality data book index.
- Valid ISO 9001 certification.
- Index/List of procedures and method statements to be used during the contract.
- Quality Control Plans Specific to the Works Information not limited to the following:

  Refurbishment and Reinstatement of Telecommunications High-Site at Brussels and Vryburg for a period of two (2) months.

  These Q.C.P's shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witnessing and hold points.
- A signed Quality Policy based on International Organisation for Standardisation (ISO 9001:2008) that displays the five key policy requirements. These requirements include:
  1. Is appropriate to the purpose of the organisation,
  2. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
  3. Provides a framework for establishing and reviewing quality objectives,
  4. Is communicated and understood within the organisation, and
  5. Is reviewed for continuing suitability.

Attached submissions to this schedule:
.....
.....
.....
.....

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-14: 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 *works* as described in the Works Information.

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

T2.2-15: 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 *works.*

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project 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	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**
	□	□	□	□	□	□	□

Name of Proposed Subcontractor		**Address**		**Nature of work**		**Amount of Worked**	**Percentage of work**
% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**
	□	□	□	□	□	□	□

Name of Proposed Subcontractor		**Address**		**Nature of work**		**Amount of Worked**	**Percentage of work**
% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**
	□	□	□	□	□	□	□

Name of Proposed Subcontractor		**Address**		**Nature of work**		**Amount of Worked**	**Percentage of work**
% Black Owned	**EME**	**QSE**	**Youth**	**Women**	**Disabilities**	**Rural/ Underdeveloped areas/ Townships**	**Military Veterans**
	□	□	□	□	□	□	□

T2.2-16: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2-17: 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

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.

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**

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

T2.2-18: 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:

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

Attach additional pages if more space is required.

T2.2-19: Storage Capacity

Note to tenderers:

The Tenderer is required to demonstrate to the Purchaser that he has sufficient current and/or future storage capacity to accommodate Transnet Limited's requirements as detailed in the Pricing Data and Goods Information, (Proof of Ownership or Rental/Lease Agreement of premises)

Index of documentation attached to this schedule:

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

T2.2-20: 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.

1. **SECTION 1: NAME OF ENTERPRISE:** _____
2. **SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** _____
3. **SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** _____
4. **SECTION 4: CSD NUMBER:** _____
5. **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

6. **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.
Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.
Section 10: The attached SBD9 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 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

[1] "State" means –

a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
b) provincial legislature;
c) national Assembly or the national Council of provinces; or
d) Parliament.

SBD 4

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: _____

_____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder[2]): _____

_____

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

  _____

- Name of state institution at which you or the person connected to the bidder is employed:

  _____

- Position occupied in the state institution:

  _____

  Any other particulars:

  _____

  _____

  _____

[2] "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SBD 4

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.3 If yes, did you attached proof of such authority to the bid document?

YES / NO

Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.3.1 If no, furnish reasons for non-submission of such proof:

_____

_____

_____

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

_____

_____

_____

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.8.2 If so, furnish particulars.

_____

_____

_____

SBD 4

2.9 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.9.1 If so, furnish particulars**.**

_____

_____

_____

2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.10.1 If so, furnish particulars:

_____

_____

_____

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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 of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above 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; and

(b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTION	**20**
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution 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 EEnterprise 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.**

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

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

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

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	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 www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[3]	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:

[3] In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a Sworn Affidavit as the generic codes are not applicable to them.

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

6.1 B-BBEE Status Level of Contribution: . = ……(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 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		NO	

7.1.1 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		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

	Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
	Black people		
	Black people who are youth		
	Black people who are women		
	Black people with disabilities		
	Black people living in rural or underdeveloped areas or townships		
	Cooperative owned by black people		
	Black people who are military veterans		
	OR		
	Any EME		
	Any QSE		

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
- ☐ Other Suppliers, 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 paragraphs 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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 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.

WITNESSES 1. …….. 2. …….	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-

   a. abused the institution's supply chain management system;

   b. committed fraud or any other improper conduct in relation to such system; or

   c. failed to perform on any previous contract.

4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of Tenderer

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes[4] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[5] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[4] Includes price quotations, advertised competitive bids, limited bids and proposals.

[5] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

_____

(Quote Number and Description)

in response to the invitation for the quote made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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[6] will not be construed as collusive bidding.

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

   (a) prices;

   (b) geographical area where product or service will be rendered (market allocation)

   (c) methods, factors or formulas used to calculate prices;

   (d) the intention or decision to submit or not to submit, a bid;

   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

   (f) bidding with the intention not to win the bid.

8. 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 products or services to which this bid invitation relates.

9. 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.

10. 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.

Signature Date

Position

[6] 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.

T2.2-21: 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

T2.2-22: Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that 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 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 / Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

CHAPTER 1 OBJECTIVES

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.

CHAPTER 2 COMMITMENTS OF TRANSNET

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

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.

Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers 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.

Transnet further confirms that its employees will not favour any prospective Tenderer 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.

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.

CHAPTER 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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.

The acceptance and giving of gifts may be permitted provided that:

a) the gift does not exceed R1 000 (one thousand Rand) in retail value;

b) many low retail value gifts do not exceed R 1 000 within a 12 month period;

c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;

d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;

f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

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.

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.

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 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.

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.

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 or detriment of Transnet or other competitors.

The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

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

CHAPTER 4 INDEPENDENT TENDERING

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.**

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.

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.**

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.

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.

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.

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.

CHAPTER 5 DISQUALIFICATION FROM TENDERING PROCESS

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 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 from its database, if already registered.

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.

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.

CHAPTER 6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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.**

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.

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.

CHAPTER 7 PREVIOUS TRANSGRESSIONS

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.

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 Form contained in the applicable RFX document.)

CHAPTER 8 SANCTIONS FOR VIOLATIONS

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 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; and
f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

CHAPTER 9 CONFLICTS OF INTEREST

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.

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.

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.

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.

CHAPTER 10 MONITORING

Transnet will be responsible for appointing an independent Monitor to:

a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

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

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

a) Examine the financial records, documentation and or electronic date of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

CHAPTER 12 DISPUTE RESOLUTION

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 Chapter 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 abuses the court process in order to gain a competitive advantage during a Tender process.

CHAPTER 13 GENERAL

This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

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.

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.

Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

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 a Tenderer by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

T2.2-23: Non-Disclosure Agreement

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 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

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 may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Tender Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid** or **Bid Document** (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.

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.

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

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 .....

T2.2-24: Supplier Declaration Form

Respondents are to furnish the following documentation and complete the Supplier Declaration Form below:

1. **Original or certified** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp]**
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members *[where applicable]*
3. **Certified copy** of Certificate of Incorporation, CM29 / CM9 *[name change]*
4. **Certified copy** of Share Certificates [CK1/CK2 if CC]
5. Original or certified letterhead confirm physical and postal addresses
6. **Original or certified** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. A signed letter from your entity's auditor or accountant confirming most recent annual turnover figures or certified BBBEE certificate
9. **Certified copy** of valid Company Registration Certificate *[if applicable]*

Note: No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.

Note: No agreement shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						
Bank Name			Bank Account Number			
Postal Address						
				Code		
Physical Address						
				Code		

Contact Person	
Designation	
Telephone	
Email	

Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide	Products		Services		Both	
Area Of Delivery	National		Provincial		Local	
Is Your Company A Public Or Private Entity			Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)						

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate		Yes		No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ	Permanent		Part time		
Transnet Contact Person					
Contact number					
Transnet operating division					

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

T2.2-25: 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 this tender 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 procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in 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 our company 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:

   _____
   _____
   _____

   Indicate nature of relationship with Transnet:

   _____
   _____
   _____
   _____

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

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 T2.2-31a"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 an 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.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the 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.

T2.2-26: 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:

_____

_____

_____

DATE OF BREACH:

_____

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

T2.2-27: SBD1 (TAX COMPLIANCE STATUS)

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL (TRANSNET SOC)					
BID NUMBER:	**SIC21012CIDB / HOAC-HO-35969**	CLOSING DATE:	**16 September 2021**	CLOSING TIME:	**10h00**
DESCRIPTION	REFURBISHMENT AND REINSTATEMENT OF TELECOMMUNICATIONS HIGH-SITE AT BRUSSELS AND VRYBURG.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg					

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TCS PIN:				
CSD NUMBER:				
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	**Transnet Freight Rail**		
CONTACT PERSON	Kgalalelo Tlhabanelo	CONTACT PERSON	Mzamo Tikwayo
TELEPHONE NUMBER	011 584 0590	TELEPHONE NUMBER	011 309 7077
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Kgalalelo.Tlhabanelo@transnet.net	E-MAIL ADDRESS	Mzamo.Tikwayo@transnet.net

PART B: TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	ONLY BIDDERS REGISTERED ON THE NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) ARE ELIGIBLE TO TENDER, UNLESS ONE OF THE EXCEPTIONS APPLY.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

T2.2-28: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

_____

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

T2.2-29: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction 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.

Insurance against **(See clause 84.2 of the ECC)**	**Name of Insurance Company**	**Cover**	**Premium**
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.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

T2.2-30: 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:

.....

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SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	**Tender No.**	SIC21012CIDB / HOAC-HO-35969					
(C2)	**Tender description:**	REFURBISHMENT AND REINSTATEMENT OF TELECOMMUNICATIONS HIGH-SITE AT BRUSSELS AND VRYBURG.					
(C3)	**Designated product(s)**	**Steel**					
(C4)	**Tender Authority:**						
(C5)	**Tendering Entity name:**						
(C6)	**Tender Exchange Rate:**	Pula		EU		GBP	
(C7)	**Specified local content %**	**100%**					

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	**List of items**	**Tender price - each (excl VAT)**	**Exempted imported value**	**Tender value net of exempted imported content**	**Imported value**	**Local value**	**Local content % (per item)**	**Commodity Qty**	**Total Commodity value**	**Total exempted imported content**	**Total Imported content**
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*
1.4.1	Installation of the fence for the site as project specification							2			
1.4.2	Installation of the gate for the site as project specification							2			
1.4.3	Installation of locking system as per project specification.							2			

(C20) **Total tender value**	
(C21) **Total Exempt imported content**	
(C22) Total **Tender value net of exempt imported content**	
(C23) **Total Imported content**	
(C24) **Total local content**	
(C25) **Average local content % of tender**	

Signature of tenderer from Annex B

Date: _____

Transnet Freight Rail
Tender Number: SIC21012CIDB / HOAC-HO-35969
Description of Works: REFURBISHMENT AND REINSTATEMENT OF TELECOMMUNICATIONS HIGH-SITE AT BRUSSELS AND VRYBURG ON A 'ONCE-OFF REQUIRED' BASIS FOR A PERIOD OF TWO (2) MONTHS.

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	**Tender No.**	SIC21012CIDB / HOAC-HO-35969					
(D2)	**Tender description:**	REFURBISHMENT AND REINSTATEMENT OF TELECOMMUNICATIONS HIGH-SITE					
(D3)	**Designated Products:**	**Steel**					
(D4)	**Tender Authority:**						
(D5)	**Tendering Entity name:**						
(D6)	**Tender Exchange Rate:**	Pula		EU		GBP	

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
	Calculation of imported content									Summary	
(D7)	*(D8)*	*(D9)*	*(D10)*	*(D11)*	*(D12)*	*(D13)*	*(D14)*	*(D15)*	*(D16)*	*(D17)*	*(D18)*

(D19) **Total exempt imported value** R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
	Calculation of imported content									Summary	
(D20)	*(D21)*	*(D22)*	*(D23)*	*(D24)*	*(D25)*	*(D26)*	*(D27)*	*(D28)*	*(D29)*	*(D30)*	*(D31)*
	`										

(D32) **Total imported value by tenderer** R 0

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	*(D34)*	*(D35)*	*(D36)*	*(D37)*	*(D38)*	*(D39)*	*(D40)*	*(D41)*	*(D42)*	*(D43)*	*(D44)*
`											

(D45) **Total imported value by 3rd party** R 0

D. Other foreign currency payments

			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	*(D47)*	*(D48)*	*(D49)*	*(D50)*

Summary of payments
Local value of payments
(D51)

(D52) **Total of foreign currency payments declared by tenderer and/or 3rd party**

Signature of tenderer from Annex B

(D53) **Total of imported content & foreign currency payments -** ***(D32), (D45) & (D52)*** **above** R 0

This total must correspond with Annex C - C 23

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	**Tender No.**	SIC21012CIDB / HOAC-HO-35969
(E2)	**Tender description:**	REFURBISHMENT AND REINSTATEMENT OF TELECOMMUNICATIONS HIGH-SITE
(E3)	**Designated products:**	**Steel**
(E4)	**Tender Authority:**	
(E5)	**Tendering Entity name:**	

Note: **VAT to be excluded from all calculations**

Local Products (Goods, Services and Works)	**Description Raw Material items purchased**	**Local Supplier Name**	**Manufacturer Contact Details**	**Value**
	(E6)	*(E7)*		*(E8)*
		s		

(E9) **TotalRaw Materials (Goods, Services and Works)** R 0

(E10)	**Manpower costs**	(Tenderer's manpower cost)	R 0
(E11)	**actory overheads**	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	**Administration overheads and mark-up**	(Marketing, insurance, financing, interest etc.)	R 0

(E13) **Total local content** R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 15 OF 2016/2017.

INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD OF CONVERSION PROCESSES FOR LOCAL PRODUCTION AND CONTENT FOR STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION.

1. PURPOSE

1.1 The purpose of this instruction note is to regulate the environment within which accounting officers (AOs) and accounting authorities (AAs) may procure steel products and components for construction which have been designated as a sector for local production and content.

2. BACKGROUND

2.1 The Preferential Procurement Regulations, 2011 ("the regulations") issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) which came into effect on the 7 December 2011, make provision for the Department of Trade and Industry (**the dti**) to designate sectors in line with the national development and industrial policies for local production.

2.2 Regulation 9 (1) of the Regulations prescribes that, in the case of designated sectors, wherein the award of bids for local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

2.3 **the dti** has designated and determined the stipulated minimum threshold for steel products and components for construction for the state procurement for local production and content.

3. PRODUCT DESIGNATION

3.1 In this instruction note, steel products and components for construction have been recommended for designation

3.2 Steel products and components for construction refer to:

3.2.1 **Fabricated structural steel** which includes a wide range of free standing shapes, cross sections and sizes of steel metal pieces produced through a variety of operations according to a specific design, certain standards of chemical composition and mechanical properties. The fabricated components are produced from various primary and downstream steel products, including: channels (parallel and taper flanges); I-beams and H-beams; angles (equal and unequal); bars (flat; square and round); reinforcing bar and fasteners. The fabrication comprises of detailing (cutting, rolling, drilling, bending, grinding and machining), fitting, welding and/or, fastening, surface preparation (cleaning) and surface protection (coating) of steel components for application in an assortment structures.

3.2.2 In addition to the processes in 3.2.1; **joining components** such as gussets, cleats, stiffeners, splices, plates, cranks, kinks, doglegs, holes, girders, spacers, tabs, brackets, fasteners (bolts, nuts, rivets and nails) are used for connection and assembly of structures.

3.2.3 **Frames** refer to all rigid structures that surround doors, windows, patio, showers and built-in-cupboards made of steel.

3.2.4 **Roof Cladding** refers to a layer of covering applied to a roof in order to provide both weather protection and aesthetic appeal which consist of large sheets of material, or many small, overlapping units made of steel.

3.2.4.1 **Vertical cladding** refers to the protective or insulating layer fixed to the outside of a building or another structure for aesthetic appeal made of steel.

3.2.5 **Wire Products** refers to all downstream wire products manufactured from hot-rolled ferrous wire rod coils, including drawn wire – carbon/alloy steel (galvanised or plain), articles of wire – forged, wire rope/strand, fabric reinforcing, all fencing wire (barbed, welded mesh, hexagonal wire netting, diamond mesh), welding electrodes nails/tacks, chains, gabions, springs and screws.

3.2.6 **Fasteners** refer to hardware products that mechanically join or affix two or more steel components.

3.2.7 **Ducting and Structural Pipework** refers to non-conveyance tubing fabricated from steel sheeting and plate with structural supports.

3.2.8 **Gutters, downpipes & launders** refers to drainage systems made from sheeting associated with roofing

3.2.9 **Primary steel products** which includes flat and long products which are converted into value-added steel products in 3.2.1 to 3.2.8 as well as for reinforcement of buildings and structures.

3.3 Table 1 provides the stipulated minimum threshold for local content and production for steel products and components for construction (as described in 3.2)

Table 1a: Minimum local content for Steel Value-added Products

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

Table 1b: Minimum local content for Primary Steel Products

Steel Construction Materials	Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels; Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%

3.4 In the designation, imported inputs raw materials (i.e. zinc and additives in the surface preparation and protection processes (cleaning and coating/galvanising)) used in the production of steel products and components for construction are deemed as locally manufactured input materials.

3.5 The imported input raw materials, as specified in 3.4, used in the manufacture and production of steel products and components for construction will be deemed to have been sourced locally for the purposes of calculating local content.

The application of this instruction note is applicable where an organ of state purchases directly from the manufacturer, in a case of turnkey projects (design, build, operate and/or transfer) and/or on purchases for maintenance and repairs where a contract is awarded for a project which the designated products are part of the bill of quantities or materials to be utilised in the entire project.

3.6 Organs of state may contact **the dti** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.

3.7 For further information, bidders and procuring state organs may contact the following units with **the dti**: Metals Fabrication, Capital and Rail Transport Equipment at telephone 012 394 1356 or email Thandi Phele at TPhele@thedti.gov.za and Primary Minerals processing & Construction at telephone 012 394 5157 or email Tapiwa Samanga at TSamanga@thedti.gov.za.

3.8 Bid specifications for the designated products in this instruction note may be done in collaboration with **the dti**.

4. INVITATION OF BIDS FOR STEEL PRODUCTS AND COMPONENTS

4.1 Bids in respect of steel products and components for construction must contain a specific bidding condition which states that:

4.1.1. Only locally produced or locally manufactured steel products and components for construction with a stipulated minimum threshold for local production and content will be considered.

4.1.2. If the quantity of steel products and components for construction required cannot be wholly sourced from South African (SA) based manufacturers and/or at the designated local content threshold stipulated in paragraph 3.3 at any particular time, bidders and the procuring entities should obtain written exemption from **the dti. the dti**, in consultation with the procuring organ of state and the local industry, will consider the exemption applications on a case-by-case basis and will consider the following:

- required volumes in the particular bid;
- available collective SA industry manufacturing capacity at that time;
- delivery times;
- availability of input materials and components;
- technical considerations including operating conditions;
- materials of construction; and
- security of supply

4.1.3. Bidders must clearly indicate in their bids the quantities to be supplied and the level of local content for each product.

4.2 AOs/AAs must stipulate in bid invitations that:

4.2.1. the exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and

4.2.2. only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content

4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

LC = [1 – x/y] * 100
Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

(in the case of turnkey products/projects x and y will only refer to the value of steel products and components in the project)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

4.4 **AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website http://www.thedti.gov.za /industrial development/ip.jsp at no cost.**

4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the attached Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) apply.

4.6 AOs/AAs must stipulate in the bid documentation that:

(a) the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid;

(b) bidders must submit a certificate from a registered auditor confirming that the Local Content Declaration Templates have been audited and certified as correct. (See paragraph 5 of the Declaration Certificate); and

(c) the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

4.7 **Benchmark / market related prices**

4.7.1. AOs/AAs are required to ensure that reasonable or market related prices are secured for steel products and components for construction being procured taking into account factors such as benchmark prices, value for money and economies of scale.

4.7.2. For this purpose, AOs/AAs may approach **the dti** for assistance, where possible, with benchmark prices for steel products and components for construction that have been designated for local production and content. **The dti** will be in a position to provide price references for the different products that have been designated for local production and content.

4.8 Bid specifications for the sub-sectors referred to in paragraph 3 above and the price benchmarking referred to in paragraph 4.7 above must be done in collaboration with the dti. Contact information in this regard is provided in paragraph 8 below.

5. EVALUATION OF BIDS FOR STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION

5.1 A two stage evaluation process may be followed to evaluate the bids received.

5.1.1. **First stage: Evaluation in terms of the stipulated minimum threshold for local production and content**

5.1.1.1 Bids must be evaluated in terms of the minimum threshold stipulated in the bid documents.

5.1.1.2 The declaration made by the bidder in the Declaration Certificate for Local Content (SBD / MBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) must be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Declaration C must be used.

5.1.1.3 The amendment of the stipulated minimum threshold for local production and content is not allowed.

5.1.1.4 A bid may be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content unless written exemption has been granted to the bidder by **the dti** to bid at a lower local content level; and

- The Declaration Certificate for Local Content (SBD / MBD 6.2), the Annex C (Local Content Declaration: Summary Schedule) and the registered auditors' certificate referred to in paragraphs 4.6 (a) and (b) are not submitted as part of the bid documentation.

5.1.1.5 AOs / AAs must verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content (SBD / MBD 6.2)

5.1.2 Second stage: Evaluation in terms of the 80/20 or 90/10 preference point systems

5.1.2.1 Only bids that achieve the minimum stipulated threshold for local production and content may be evaluated further. Unless otherwise exempted by the Minister of Finance, the evaluation must be done in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations, 2011.

5.1.2.2 AOs/AAs must ensure that contracts for steel products and components are awarded at prices that are market related taking into account, among others, the dti's pre-determined benchmark prices, value for money and economies of scale.

5.1.2.3 Where appropriate, prices may be negotiated with short listed or preferred bidders. Such negotiations must not prejudice any other bidders.

6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in regulation 4 of the Preferential Procurement Regulations, 2011 and paragraphs 6 and 11 of the Implementation Guide must be followed.

7. POST AWARD AND REPORTING REQUIREMENTS

7.1 Once bids are awarded, **the dti** must be:

(i) notified of all the successful bidders and the estimated value of the contracts; and

(ii) provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders.

7.2 The purpose of the requirements of paragraph 7.1 above is for **the dti** to among others conduct compliance audits with a view to monitor the implementation of the industrial development strategies.

7.3 Contractors may not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the minimum threshold as stipulated in regulation 9 of the Preferential Procurement Regulations, 2011.

8. CONTACT INFORMATION

8.1 Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti must be directed as follows:

The Department of Trade and Industry
Private Bag X84
Pretoria
0001

For Attention:

Dr Tebogo Makube
Chief Director: Industrial Procurement
Tel: (012) 394 3927

Fax: (012) 394 4927
EMAIL: TMakube@thedti.gov.za

9. APPLICABILITY

9.1 This instruction applies to all National and Provincial Departments, Constitutional Institutions; Public Entities listed in schedules 2 and 3 to the PFMA, and, Municipalities and Municipal Entities to which the MFMA apply.

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS INSTRUCTION NOTE

10.1 Heads of Provincial Treasuries are requested to bring the contents of this Instruction to the attention of accounting officers and supply chain management officials of their respective provincial departments.

10.2 Accounting Officers of National and Provincial Departments are requested to bring the contents of this Instruction to the attention of Accounting Authorities and the supply chain management officials of Schedule 3A and 3C Public Entities reporting to their respective Executive Authorities.

10.3 Accounting Officers of Municipalities and Municipal Entities are requested to bring the contents of this Instruction to the attention of the supply chain management officials of their Municipalities and Municipal entities.

10.4 Accounting Authorities of Schedule 2, 3B and 3D Public Entities are requested to bring the contents of this Instruction to the attention of the supply chain management officials of their Public Entities.

11. NOTIFICATION TO THE AUDITOR-GENERAL

11.1 A copy of this Instruction Note will be forwarded to the Auditor-General for notification.

12. AUTHORITY FOR THIS INSTRUCTION NOTE AND EFFECTIVE DATE

12.1 This Instruction is issued in terms of Regulation 9(2) of the Preferential Procurement Regulations, 2011 and takes effect on the date of issuance.

12.2 This Instruction takes effect on 1 February 2017.

SCHALK HUMAN
ACTING CHIEF PROCUREMENT OFFICER
DATE: 13·01·2017

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:

REFURBISHMENT AND REINSTATEMENT OF TELECOMMUNICATIONS HIGH-SITE AT BRUSSELS AND VRYBURG.

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: .....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

Tenderer's CIDB registration number: .....

Acceptance

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

The terms of the contract, are contained in:

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

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 .....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

.

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

	For the tenderer:	**For the Employer**
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	..... *(Insert name and address of organisation)*	..... *(Insert name and address of organisation)*
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		B Priced contract with Bill of Quantities
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X2: Changes in the law
		X7: Delay damages
		X13: Performance bond
		X16: Retention
		X18: Limitation of liability
		Z: *Additional conditions of contract*
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The *Employer* is (name):	**Transnet Freight Rail, A Division of Transnet SOC Ltd.**
	Address	**2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662**
	Tel No.	**(011) 308 3001**
10.1	The *Project Manager* is (name):	**Mr Mzamo Tikwayo**
	Address	**Inyanda House, 21 Wellington Road**
	Tel	**011 309 7077**
	e-mail	**Mzamo.Tikwayo@transnet.net**
11.2(13)	The *Works are*	Refurbishment and Reinstatement of Telecommunications High-Site at Brussels and Vryburg.

11.2(14)	The following matters will be included in the Risk Register	None, identified at Contract Date
11.2(15)	The *boundaries of the site* are	**As stated in Part C4.1."Description of the Site and it surroundings"**
11.2(16)	The Site Information is in	**Part C4**
11.2(19)	The Works Information is in	**Part C3**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**2 weeks**
2	**The *Contractor*'s main responsibilities**	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The *Contractor* submits a first plan for acceptance within	**2 weeks of the Contract Date**
3	**Time**	
11.2(3)	The *completion date* for the whole of the *works* is	**12 December 2021**
31.1	The *Contractor* is to submit a first programme for acceptance within	**2 weeks of the Contract Date.**
31.2	The *starting date* is	**01 October 2021**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**2 weeks.**
4	**Testing and Defects**	
42.2	The *defects date* is	**52 (fifty two) weeks after Completion of the whole of the *works*.**
43.2	The *defect correction period* is	**2 weeks**
5	**Payment**	
50.1	The *assessment interval* is	**25th (twenty fifth) day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand.**
51.2	The period within which payments are made is	**Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**
51.4	The *interest rate* is	**The prime lending rate of the Standard Bank South Africa.**

6 Compensation events

60.1(13)	The *weather measurements* to be recorded for each calendar month are,	**the cumulative rainfall (mm)** **the number of days with rainfall more than 10 mm** **the number of days with minimum air temperature less than 0 degrees Celsius** **the number of days with snow lying at 08:00 hours South African Time** **and these measurements: N/A**
	The place where weather is to be recorded (on the Site) is:	**The *Contractor*'s Site establishment area**
	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:	**Brussels and Vryburg**
	and which are available from:	**South African Weather Service 012 367 6023 or info3@weathersa.co.za.**

9 Termination

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

10 Data for main Option clause

B	**Priced contract with Bill of Quantities**	**No additional data is required for this Option.**
60.6	The *method of measurement* is	**The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.**

11 Data for Option W1

W1.1	The *Adjudicator* is (Name)	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the chairman of the Association of Arbitrators will appoint an *Adjudicator.***
W1.2(3)	The *Adjudicator nominating body* is: If no *Adjudicator nominating body* is entered, it is	**The Association of Arbitrators (Southern Africa)**
W1.4(2)	The *tribunal* is:	**Arbitration**

W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	The place where arbitration is to be held is	**Johannesburg, South Africa**
	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	**The Chairman of the Association of Arbitrators (Southern Africa)**

12 Data for secondary Option clauses

X2	**Changes in the law**	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the *works* are	**R1000.00 per day**
X13	**Performance bond**	
X13.1	The amount of the performance bond is	**5% of the total of the Prices**
X16	**Retention**	
X16.1	The retention free amount is	**Nil**
	The retention percentage is	**10% on all payments certified.**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	Total of the Prices
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	the deductible in terms of the *Employer's* arranged insurance.
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the Defect
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The Total of the Prices
X18.5	The *end of liability date* is	**5 years after Completion of the whole of the works**

Z *Additional conditions of contract*

Z1	**Obligations in respect of Termination**	
Z1.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z1.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z2 Local Production and Content Obligations (If applicable)	
Z2.1	In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2-**4** Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the Contractor has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: **Steel**
Z2.2	The Contractor is required to note that the Employer, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.
Z2.3	The Contractor is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract. The Contractor shall report to the Employer on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

Z2.4	The Contractor must refer to Schedule A attached to the Returnable Schedule **T2.2-4.** Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.
Z2.5	Breach of Local Production and Content commitments provides the Employer cause to terminate the contract.

Z3 Additional clauses relating to Joint Venture

Z3.1

Insert the additional core clause 27.5
27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.
The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituent's interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;
- Written confirmation by all of the constituents:
  - **i.** of their joint and several liabilities to the *Employer* to Provide the Works;
  - **ii.** identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;
  - **iii.** Identification of the roles and responsibilities of the constituents to provide the Works.
  - Financial requirements for the Joint Venture:
  - **iv.** the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
  - **v.** the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z3.2	**Insert additional core clause 27.6** 27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer.*

Z4	**Right Reserved by Transnet to Conduct Vetting through SSA**	
Z4.1		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: 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. 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. 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.
Z5	**Additional clause relating to Collusion in the Construction Industry**	
Z5.1		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.
Z6	**Protection of Personal Information Act**	
Z6.1		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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	**Statement**	**Data**
10.1	The *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	**%**
	The *subcontracted fee percentage* is	**%**
11.2(18)	The *working areas* are the Site and	
24.1	The *Contractor's* key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .	
11.2(14)	The following matters will be included in the Risk Register	

B	**Priced contract with bill of quantities**	
11.2(21)	The *bill of quantities* is in	
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	*Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.*

B	**Priced contract with bill of quantities**	**Data for the Shorter Schedule of Cost Components**		
41 in SSCC	The percentage for people overheads is:	**%**		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	**%** (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**	
62 in SSCC	The percentage for design overheads is	**%**		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	2 - 6
C2.2	The *bill of quantities*	7 - 8

C2.1 Pricing instructions: Option B

1. The conditions of contract

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

Identified and defined terms 11

11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(28) The Price for Work Done to Date is the total of

the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and

a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m^2	square metre
m^2-pass	square metre pass
m^3	cubic metre
m^3-km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

MPa	megapascal
No.	number
Prov sum[1]	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2 General assumptions

2.2.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

2.2.2 The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

2.2.3 Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

2.2.4 Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

2.2.5 An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

[1] Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

2.2.6 The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

2.2.7 The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3 Departures from the *method of measurement [Not Applicable]*

2.4 Amplification of or assumptions about measurement items [*Not Applicable]*

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

C2.2 THE BILL OF QUANTITIES

Item no.	Description	Unit	QTY	Unit Rate (R)	Total Price (R)
1	**CONSTRUCTION**				
1.1	**Preparation for site**				
1.1.1	Site establishment	sum	1		
1.1.2	Site de- establishment	sum	1		
1.1.3	Clear area for camp site	m^2	250		
1.1.4	Clear areas for stockpile and spoil areas	m^2	500		
1.2	**Field test**				
1.2.1	DCP testing	No	4		
1.2.2	Soil profile	No	4		
1.3	**Reinforced Concrete Structure**				
1.3.1	Excavating soft material	m^3	10		
1.3.2	Backfill with G2 material and compacted to 95% Mod	m^2	8		
1.3.3	Installation for Damp Proof Course per unit	No	2		
1.3.4	Steel fixing for the unit and approved by Transnet prior casting the concrete.	No	2		
1.3.5	Casting of concrete for the unit	No	2		
1.4	**Fencing, gate and locks**				
1.4.1	Installation of the fence for the site as project specification	No	2		
1.4.2	Installation of the gate for the site as project specification	No	2		
1.4.3	Installation of locking system as per project specification.	No	2		
1.5	**Coating system**				

Item no.	Description	Unit	QTY	Unit Rate (R)	Total Price (R)
1.5.1	Application of the coating system as per the specification per unit	No	2		
1.6	**Documentation**				
1.6.1	Produce the as-build drawings	No	2		
1.6.2	Produce the report with DCP data and profiles	No	2		
				SUB TOTAL	**R**
				VAT@ 15%	**R**
				GRAND TOTAL	**R**

Part 3 : Scope of Work

Document reference	Title	No of pages
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C3.1	Works Information	27
	Health & Safety Specification TFR-ISM-RN-R&C-FM009	18
	Baseline Risk assessment	23
	Environmental Specifications TFR/EMS (SES) – 001	22
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C3.1 Works Information

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1. Description of the Works

1.1 Executive Overview

- Transnet owns and manages a nationwide telecommunications Radio network that uses high-sites equipment for connectivity and communication services. Transnet makes use of Trunking, Radio Train Order (RTO) networks within these high-sites. These networks control train movements directly and are instrumental in safety and security. Radio network is a primary means of communication within Transnet Freight Rail (TFR), train operations' train control officer (TCO) and train drivers. The radio high-sites are situated in secluded areas in order to take advantage of elevated terrains for the ease of network coverage. For this reason the high-sites are susceptible to security threats, thefts and vandalisms because they cannot be physically monitored.
- Brussels and Vryburg high-sites have been damaged and vandalised, causing vulnerability to train operations, affecting train movement and threats to safety of personnel, infrastructure and rolling stock. To mitigate unsafe train traffic operation it necessitates the reinstatement of the two high-sites in the Krugersdorp depot. They will enable the communication between Warrenton and Vryburg. On the 26th of February 2020 there was are derailment on the Warrenton to Vryburg section, the investigation recommendations included reinstating radio communication in the area.

1.2 *Employer's* Objectives

- The primary objective is to construction the Telecom equipment room (secure housing) with the security systems for the Brussel and Vryburg high sites.
- The project objectives are:
  i. To install / construct telecom Equipment Room (Secure housing) at Brussel and Vryburg high site.
  ii. To provide security system (fence and expoxy) for the sites.
  iii. To produce the technical report and as-built drawings for the works.
- It is the objective of the *Employer* to achieve completion of the above works as soon as possible whilst still maintaining the highest quality and safety standards.

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan

Abbreviation	Meaning given to the abbreviation
COID Act	The Compensation for Occupation Injuries and Deceases Act
CSHEO	*Contractor*'s Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DGN	Filename extension for Microstation Drawings
DWG	Filename extension for Autocad Drawings
EDMS	Electronic Document Management System
EO	Environmental Officer
HSR	Health and Safety Representative
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
QA	Quality Assurance
QC	Quality Control
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SHEO	Safety, Health and Environmental Officer
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
iPAS DM	Primary software tool used for Document Management

2. Management and Start Up

2.1 Management Meetings

The *Contractor* shall attend management meetings at the *Project Manager's* request. The *Contractor* will also be required to attend a safety meetings. The *Contractor* will also attend a kick off meeting and a close off meeting. The *Contractor* will be required to present all relevant information including early warnings of compensation events, quality plans, schedules, (including progress) subcontractor management, and health, environmental and safety issues at such meetings.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.2 Documentation Control

The *Contractor* shall submit all documentation complying with the *Employer's* standards and requirements. The *Employer* will issue all relevant documentation and drawings, including revisions, to the *Contractor*, but control, maintenance and handling of these documents will be the *Contractor's* sole responsibility and at its expense, and managed with a suitable document control system.

2.3 Safety Risk Management

2.3.1 General

The *Contractor's* attention is directed to the Health and Safety Specification TFR-ISM-RN-R&C-FM009, and in particular to his Health & Safety Program, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.

Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:

(a) For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Project Manager* before the works start, will be transferred to the control of the *Contractor* for the duration of the contract.

(b) The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Project Manager* on matters pertaining to occupational health and safety.

(c) The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.

(d) The *Contractor* shall furnish the *Project Manager* with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.

(e) The *Contractor* shall advise the *Project Manager* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or Sub-Contractor.

(f) A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation

Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.

(g) The *Contractor* shall comply with the current Transnet Specification TFR-ISM-RN-R&C-FM009, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the *Project Manager:*

- documentary proof of his procedural compliance with the Act, and
- particulars of the Health and Safety Program to be implemented on the site in accordance with the Transnet Specification TFR-ISM-RN-R&C-FM009.
- The *Contractor's* Health and Safety Program will be subject to agreement by the *Project Manager*, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.

(h) All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.

NB: The *Contractor* and his employees shall have valid safety inductions and medical certificates when accessing or working on site. Copies of which shall be submitted to the *Project Manager*. This will be at a time and location Transnet will arrange.

2.3.2 Hazard identification and risk assessment

The *Contractor's* appointed Site Representative and the *Project Manager* shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the *Contractor*. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives, and be accepted by the *Project Manager*, before any construction work can commence.

2.3.3 Substance abuse

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. **2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace".** Transnet Freight Rail RME enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

2.3.4 Safety meetings

The *Contractor* shall ensure that a safety representative is appointed and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the *Project Manager*. All costs related to the safety aspects required under this contract will be carried by the *Contractor's* and therefore be covered under the rates tendered.

- NB: The tendered amount shall include for all costs to confirm to the Health and Safety requirements.

2.4 Environmental Constraints and Management

The *Contractor* shall provide a *Contractor's* Environmental Management Plan (CEMP) addressing all the potential impacts of his activities. The *Project Manager* has the right to request additional specific work method statements should in his opinion this be required.

Progressive and systematic finishing and tidying-up will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily

No material shall be dumped on the *Employer's* property and no suitable material shall be disposed of if it is required elsewhere for the proper completion of the contract.

All discarded/spoiled/hazardous material shall be disposed of at an accepted registered dumpsite and the *Contractor* shall furnish the *Project Manager* with receipts and official disposal certificates from the dumpsite.

The *Contractor* shall make good all damages to the environment to the satisfaction of the *Project Manager's* Waste Management Objective.

USE OF CEMENT & CONCRETE:

Cement and concrete are regarded as hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. The *contractor* shall therefore ensure that concrete is not mixed directly on the ground and that the visibility remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible remains into the ground will not be acceptable.

NOISE POLLUTION:

Equipment used on the site shall be properly muffled and maintained so as to reduce noise generation to the minimum. Working procedures shall be structured so as to avoid the unnecessary generation of noise.

DUST CONTROL

Dust has been identified as having a serious environmental impact. The *Contractor* is required to prevent the creation of dust.
The *Contractor* shall ensure that no dust is generated during the mixing process of construction materials used during any stage of the construction process.

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

- National Environmental Management(Act 107 of 1998); and

- The Environmental conservation Act, 73/1989; and
- The National Water Act, 36/1998

The *Contractor* shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Contractor* was negligent and caused any form of pollution the damage shall be rectified at the *Contractor*s cost.

2.5 Quality Management System

The onus rests on the *Contractor* to produce work which will conform in quality and accuracy of detail to the requirements of the Specifications and Drawings, and the *Contractor* must, at his own expense, institute a quality control system and provide experienced technical staff together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

All materials should conform to the specifications and standards set for the project and shall be inspected in accordance with accepted Quality Control Plans (QCP's). All plant should be checked before work commences.

The *Contractor* shall submit his proposed Quality Control Procedures (QCP) to the *Project Manager* for approval. Site Access will not be permitted until the QCP is to the *Project Managers* satisfaction

Transnet Freight Rail will have the right to inspect the work at any time during the progress of the contract.

2.6 Programming Constraints

2.6.1 General

The programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the iPAS project control system used by the *Employer* for managing the Works and in monitoring the progress of the work under the Contract. The information and data provided by the *Contractor* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.

2.6.2 Programme submission

As identified in the Contract Data Part 2, a program is to be submitted with the tender. This program shall comply with the requirements as indicated in the Works Information and with specific reference 31.2 of the NEC3 Engineering Construction Contract. The program shall be submitted in both hard and soft copy forms using a computer software package accepted by the *Project Manager*.

The preferred software package is Microsoft Projects.

2.6.3 Progress Reporting

To demonstrate the actual progress of the work under the Contract the *Contractor* shall, on a weekly basis, update and submit to the *Project Manager*;

a) The revised program, in the form of a three week look-ahead, that shall show two (2) separate bars for each activity as per i) and ii) below so as to enable a comparison of the actual progress with the first program;

(i) The first programme activity bar, and

(ii) The revised activity bar identifying the currently forecast start and finish dates of the activity, and the status (% complete of each activity)

b) The progress 'S curves' based on the latest Accepted Programme

c) Deviations of the "current" activity schedule from the "baseline" activity schedule together with the 'S curves' will form the basis for assessing progress and performance.

2.6.4 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- S-curves showing actual versus baseline figures;
- deviations from the Accepted Programme; and
- Actions required to remedy any deviations.

Weekly progress reviews shall be conducted to assist control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Project Manager*; however any identified deviations shall be automatically reported to the *Project Manager.*

2.6.5 Monthly Status Report

The *Contractor* shall provide a written status report by the 20th of each month or such other reporting period as may be required by the *Project Manager* from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- progress against the Accepted Programme;
- summary of progress achieved during the period using progress 'S curves';
- list of milestones achieved during the period;
- status of design, procurement, and off-site works;
- status of on-site works;
- deviations from the Accepted Programme and in particular, the forecast completion dates of activities which have or should have commenced;
- status of approvals;
- actual or anticipated problems with corresponding action plans to minimize the impact;
- summary of works planned for the following period, and
- Cash flow status versus the original forecast.

The progress report shall form the basis of the monthly progress meeting between the *Project Manager* and the *Contractor*.

2.7 *Contractor*'s Management, Supervision and Key People

The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.

The *Contractor* shall not change the project team as detailed in the organogram submitted by the *Contractor* and accepted by the *Project Manager* without the prior written approval of the *Project Manager,* which approval will not unreasonably be withheld by the *Project Manager*

The contract work must conform to current professional engineering practices, standards and specifications and the work must be completed to the satisfaction of the *Project Manager.*

The *Contractor* and his sub-contractors, if any shall have suitably qualified Supervisors in charge of the project. The names and qualifications of the Supervisors together with full details of their experience in this field of work must be furnished. The tenderer must furnish the names and addresses of all proposed sub-contractors, which is subject to approval.

2.8 Insurance Provided by the *Employer*

Procedures for making insurance claims can be obtained from the *Project Manager.*

2.9 Contract Change Management

The standard reporting forms that shall be used will be provided to the *Contractor.*

3. Engineering and the *Contractor*'s Design

3.1 Employer's Design

3.1.1 The *Employer's* design for the works is:

- Works Information
- Technical specifications

3.2 Parts of the Works which the *Contractor* is to Design

3.2.1 The *Contractor* is to design the following parts of the works:

- All temporary works
- All other items required for the works

3.3 Procedure for Submission and Acceptance of *Contractor's* Design

3.3.1 The *Contractor* shall address the following procedures:

The *Contractor* submits details of his temporary works and all other items required for the works to the *Project Manager* for review and acceptance.

The *Contractor* shall submit to the *Project Manager* samples of all materials to be used in the *Works* and which are to be supplied by the *Contractor* for the approval of the *Project Manager* prior to their incorporation into the work. If accepted, the samples so submitted will be kept by the *Project Manager* as standards for the duration of the Contract. No materials inferior in quality, workmanship or appearance to the accepted samples shall be used.

All alternative materials not defined herein or SANS proposed by the *Contractor* shall be tested for acceptability by the *Contractor* and the results of the tests made available to the *Project Manager*. All such materials then require the approval of the *Project Manager*. The costs of the tests shall be borne by the *Contractor*.

The *Project Manager's* approval is required for any manufacturer's published instructions prior to their use by the *Contractor*.

3.4 Equipment required to be included in the *works*

3.4.1 Relevant and approved equipment used for Servicing, Maintenance, Repairs, Testing and Certification of Lift Installations.

4. Procurement

4.1 The *Contractor's* Invoices

4.1.1 When the *Project Manager* certifies payment (see ECC3 Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

4.1.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

4.1.3 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd
- Transnet Limited VAT No: 4720103177
- Invoice number
- The *Contractor's* VAT Number
- The Contract number

4.1.4 The invoice contains supporting detail.

4.1.5 The invoice is presented by hand delivery.

4.1.6 Invoices submitted by post: N/A

4.1.8 The invoice and statement are presented as originals. The originals must be in receipt by the *Project Manager* on or before the last working day of the month.

4.2 People

4.2.1 BBBEE and preferencing scheme

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4.3 Subcontracting

4.3.1 Preferred Subcontractors

The *Contractor* shall not appoint or bring subcontractors onto site without the prior approval of the *Project Manager*, and all subcontractors will be required to conform to the requirements as set out herein as if they were employees of the *Contractor*.

The *Contractor* shall not deviate from the accepted subcontractor's list without prior approval of the *Project Manager.*

4.3.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* shall appoint his subcontractors under the NEC3 Engineering Contract Sub Contract unless accepted otherwise by the *Project Manager*.

4.4 Plant and Materials

All plant used by the *Contractor* on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses, permits and safety requirements. No transporting of people in the load box of any LDV's without the correct seating and seatbelts or a Kombi may be utilized providing that it has RWC.

The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* on each occasion where replacement is required.

The *Contractor* provides all other Plant and Materials necessary for the works not specifically stated to be provided "free issue" by the *Employer*.

4.5 Marking Plant and Materials outside the Working Areas

The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with the *Contractors* Logo.

5. Construction

5.1 Temporary *works*, Site Services & Construction Constraints

5.1.1 *Employer's* Site entry and security control, permits, and Site regulations

The work is to be carried out within The Real Estate Management Portfolio Nationally on an 'as and when required' basis.

The areas are restricted and the *Contractor* must ensure he complies with the regulations of Transnet in every way. The *Contractor* and any *sub-contractors* shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the *Project Manager* to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period

The *Contractor* shall ensure the safe passage of traffic to and around the working areas at all times. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction and control of traffic. No lights are to be fixed anywhere without written approval from the *Project Manager*.

The buildings are occupied and the *Contractor* shall organise the work to cause the least possible inconvenience to any operations at the various Transnet Freight Rail assets.

Access permits shall be made by the *Contractor* to a standard acceptable to the *Project Manager*, be allowed for within the *Contractor's* access control provision and shall include at least the following information:

- Company name and logo.
- Employees name and ID number.
- Date of issue and period of validity.
- Company details
  - *Telephone number*
  - *Fax number*
  - *E-mail address*

5.1.2 Restrictions to Access on Site, hours of work, conduct and records

The normal working hours are between 07:00 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the *Contractor* must obtain written permission at least 48 hours before such work needs to be undertaken. Transnet will not unreasonably withhold permission; however, the *Contractor* may have to pay for Transnet's supervisory personnel, should this be required.

The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

5.1.3 Health and safety facilities on Site

The provision of security for the *Contractor's* site establishment shall be his own responsibility.

Both the "Factories, Machinery and Building work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" shall, wherever they appear in the SANS 1200 standardized specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

5.1.4 Title to Materials from Demolition and Excavation

Before any material arising from the demolitions is removed from site, the material must be offered to Transnet at no cost

5.1.5 Cooperating with and Obtaining Acceptance of Others

The *Contractor* shall not commit or permit any act that may interfere with the performance of the other parties operating in the area and shall carry out work in close liaison with the *Project Manager.*

5.1.6 Publicity and Progress Photographs

The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards or using the details of the contract in any advertising media.

The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

5.1.7 *Contractor*'s Equipment

The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

All equipment, scaffolding, or any other equipment necessary shall be supplied by the *Contractor* to successfully execute the *Works* safely, to completion. All tools, test equipment, i.e. wind-speed indicators, rain meter etc. shall be supplied by the *Contractor*.

5.1.8 Equipment Provided by the *Employer*

No equipment will be provided by the *Employer*.

5.1.9 Site Services and Facilities

The *Contractor* shall make his own arrangements for the supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the *works*. The *Contractor* shall provide, maintain and finally remove proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

Where any of the above services can be made available by the *Employer,* the cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be to the *Contractor's* account. The applicable tariffs will be those that the Local Authority charges Transnet and shall be obtained by the *Contractor*.

5.1.10 Facilities Provided by the *Employer*

A Suitable construction site will be made available free of charge to the *Contractor* for the duration of the contract.

The site shall be clearly sign posted as being a construction site and shall be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the *Contractor* has de-established from site and has been approved by the *Project Manager* or his duly appointed representative.

The layout of any construction site, if required, shall be submitted to the *Project Manager* for his approval before the *Contractor* starts erecting his camp

5.1.11 Facilities Provided by the *Contractor*

The *Contractor* shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities.

No accommodation for the *Contractor's* and/or sub-contractor's employees will be available on site. No employee, with the exception of security watchmen, may, without written approval from the *Project Manager*, be accommodated on site.

The *Contractor* shall, at his own expense, provide for security and access to his construction sites as he may require. Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority and *Project Manager*.

No liability will be accepted by Transnet for the safekeeping of the *Contractor's* materials. The *Contractor* will not be required to provide any facilities for the use of the *Project Manager.*

5.1.12 Existing Premises, Inspection of Adjoining Properties and Checking Work of Others

The *Contractor* and the *Project Manager* will inspect the immediate surroundings and record any damage before work is started.

5.1.13 Underground services, other existing services, cable and pipe trenches and covers

The *Contractor* is required to liaise with the *Project Manager* and establish as accurately as possible, the location of the various existing services such as drains, underground and overhead telephone and electricity lines, ducts, poles, water mains, fittings, railway lines, etc. situated within the Works area and record all such information on a suitable "marked-up" drawing for reference at all times before any excavation or other work likely to affect the existing services commences. No services drawings are to be supplied.

NB: Use specialist equipment to detect and note existing underground services so as to prevent future damage and /or injury to persons.

All existing services shall at all times be protected and/or barricaded where these maybe affected by the *Works* or where these may endanger the safety of personnel.

Should relocation of existing services be necessary, this will either be carried out by Transnet or the *Contractor* under day works rates where instructed by the *Project Manager* in writing. Should known services be damaged by construction, the cost of repairs will be for the *Contractors* account.

Where the *Contractor* damages a service due to negligence, he shall bear full cost of repairs to the service. These repairs will be carried out by the relevant authority, or at their discretion, by the *Contractor* to the satisfaction of the relevant authority.

5.1.14 Giving notice of work to be covered up

The *Contractor* shall give 24 hours' notice to the *Project Manager* before covering any work.

5.1.15 Restoring of work site

During the construction of the works, the site shall at all times be kept neat and in a tidy condition. The *Project Manager* may order the *Contractor* to stop all work, until such time as, in his opinion, this condition has been met.

The *Contractor* must clear away all rubble/waste within 14 days of completion of work or part of the works and leave the site and surrounding area in a clean and acceptable state. All rubble to be dumped at an approved dumping site; and proof of dumping must be produced.

5.2 Completion, Testing, Commissioning and Correction of Defects

5.2.1 The Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to provide the *Works*. The *Employer* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the *Works* and Others from doing their work.

5.2.2 Access Given by the *Employer* for Correction of Defects

The *Project Manager* arranges for the *Employer* to allow the *Contractor* access to and use of part of the *works* which he has taken over if they are needed for correcting a Defect. In this case the *defect correction period* begins when the necessary access and use have been provided.

6. Plant and Materials Standards and Workmanship

6.1 Background

- Transnet Freight Rail (hereafter referred to as "TFR") an Operating Division of TRANSNET SOC Limited intends to conclude a contract for the *refurbishment and partitioning of telecommunication rooms to support digitalisation and collocation of various networks on a 'once-off required' basis for a period of five (5) months.*

6.2 Standard of Work, Equipment and Materials

All work shall be carried out in a neat and orderly manner to the satisfaction of Transnet Freight Rail. Electrical work shall conform to the requirements of SANS 10142-1&2 and those stipulated in this specification.

6.2.1 Equipment and materials used shall be of high quality design and manufacture, and shall comply with the relevant National standards incorporated in SANS 10142-1&2.

6.2.2 All equipment shall be SABS approved.

6.2.3 The *Contractor* must commence **Emergency Work** within two hours of notification

6.2.4 The *Contractor* must commence **Day to Day work** within twenty-four hours of notification

6.2.5 The *Contractor* must at his cost comply with all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant regulations framed there under which are applicable to the work to be undertaken

6.2.6 All work must be carried out between the hours of 07H00 and 16H00, Monday to Friday, unless otherwise arranged, in writing

Standard Specifications

Title - South African National Standards	Date or revision	Tick if publicly available
• All materials and quality of work shall comply with the latest SANS specifications and standards • Health and Safety Specification TFR-ISM-RN-R&C-FM009 • Environmental Specifications TFR/EMS (SES) – 001 • Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)		

Title - British Standards	Date or revision	Tick if publicly available
Not applicable		

Title - Transnet Freight Rail Standards	Date or revision	Tick if publicly available
BBH1869: INFRASTRUCTURE ENGINEERING SPECIFICATION - SECURE SIGNALLING EQUIPMENT SHELTER		

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

6.3 General

6.3.1 Prior to on site investigations and works, it will be a requirement that the *Contractor* submit a complete health and safety file, specific to the work to be performed on site, to Transnet Freight Rail's Risk Manager for review and acceptance.

6.3.2 Upon approval and acceptance by Transnet Freight Rail of the health and safety file, all on site *Contractor* staff must undergo safety induction training as arranged by TFR. Such induction training will take approximately 1 hour and *Contractor* is to allow for this in his programme. All Contractors' staff who will be performing work on the site will be required to attend. Any additional persons brought onto site after initial safety induction was conducted, will also first have to undergo the aforesaid safety induction training.

6.3.3 All *sub-contractors* appointed by the *Contractor*, will also have to submit their own health and safety files for review and acceptance as per procedure detailed in clauses 6.2.1 and 6.2.2 above.

6.3.4 Measurements and or quantities do not include off cuts or waste all measurements of material is measured as nett fixed. *Contractor* to add his own % for off cuts and waste.

6.3.5 The *Contractor* is responsible to check all the measurements and quantities before ordering any material. The measurement and quantities are only a guide for tender purposes. To be supplied by the *Contractor*: The *Contractor* shall provide all labour, material transport, consumable stores, plant, equipment, tools, services, materials and ingredients of every description required for the carrying out and completion of the WORK as per the attached work list and specification and as may be ordered by the *Project Manager*.

6.3.6 AIA: Asbestos Inspection Authority air monitoring shall be implemented at all sites and reports submitted to Transnet.

6.3.7 The necessary move of furniture out of the buildings if necessary is included in all the items. All scaffolding and use of ladders up to 4.50m high interior and exterior if and as necessary is part of all the items. All work shall be done according to the attached specifications and shall comply with the National building regulations.

Unless otherwise specified all materials must comply with SANS specifications. Where no applicable SANS Specification exists the materials must be approved by the Transnet Freight Rail *Project Manager*.

6.4 Constraints

Constraints on how the Contractor Provides the Works:

6.4.1 Water and electricity will be supplied free of charge by Transnet Freight Rail. A continuous supply of water and electricity can however not be guaranteed.

6.4.2 The *Contractor* shall at his own cost arrange for connections and extensions (if necessary) to existing supplies and for the removal of these connections and extensions on completion of the contract.

6.4.3 The *Contractor* must not turn off any electrical or water supply without obtaining permission from the Service Manager or his Supervisor.

6.4.4 The *Contractor* must be in possession of or have access to a cellular phone and a facsimile machine.

6.4.5 The *Contractor* will be responsible for his own measurements. Left over material, rubble and all equipment stripped by the *Contractor* are to be removed from site by the Contractor as his property.

6.4.6 The premises shall be left perfectly clean after completion of the work, before payment will be made.

6.4.7 The *Contractor* will supply all equipment and material. Except otherwise specified, the *Contractor* shall provide all labour, tools, consumables stores, plant, equipment, services, materials, materials and ingredients of every description required for the carrying out and completion of the work included in this contract.

6.4.8 Proof of prices paid by the *Contractor* for such consumable stores, materials and ingredients shall be made available for Transnet on a monthly basis together with the *Contractor*'s invoice.

6.4.9 The *Contractor* shall provide sufficient communication facilities including a fax machine in order that he may be reached at any time and place during the duration of the contract. The *Contractor* must be able to respond to any emergency request within twenty four hours after he is notified thereof.

6.5 SCOPE

Business requirement:

The radio high-sites were designed more than two decades ago of which conditions have changed and therefore requires some form of modification.

The scope of work is divided into three parts which are:

i. To install / construct telecom Equipment Room (Secure housing) at Brussel and Vryburg high site.
ii. To provide security system (fence and expoxy) for the sites.
iii. To produce the technical report and as-built drawings for the works.

Scope of Work

i. Site clearing

- The *Contractor* shall clear and grumble as per the site boundary of 4m x 4m to fit the required structrure on drawing No. BBH 1900.
- Notwithstanding the above, the *Contractor* shall prior to any clearing and grubbing agree with the Employers Agent the areas to be cleared. The site clearing should be done as the SANS 1200 A and C.

ii. Field test

The *Contractor* shall be required to conduct at two Dynamic Cone Penetration (DCP) prior the construction to determine the soil bearing pressure of the site. Should the penetration exceed 5mm per blow, the *Contractor* shall be required remove the material and backfill with 200mm G2 material on the founding layer on the foundation. During the excavation, the profile layers shall be recorded and be presented on the as-built drawings.

iii. Earthworks

- The *Contractor* may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. All material shall be considered to be soft material unless agreed and approved otherwise in writing with the Employer's Agent prior to excavation taking place.
- The excavated material shall be disposed on the access road and be spread for drive way within the free-haul distance.
- The backfilling of 100mm thickness shall be approved clean non-cohesive material, either selected material from the excavations or imported material, and shall be compacted to a minimum of 95% Mod. AASHTO density. Once the excavation has been completed Damp Proof Core (DPC) or moisture inhibitors are placed inside the excavated area.

iv. Reinforced Concrete Structure

The reinforced concrete structure shall be made as per drawing BBH 1900 and specification BBH1869.

v. Prot-flex coating or similar product

The *Contractor* shall supply and apply the pro-flex coating or similar product into the concrete structure for security. The surface should cleaned prior the application of the coating for proper bond. The coating layer should layer be 2mm thickness for the entire concrete structure to ensure security.

vi. Fence, gate and locks

- The *Contractor* shall supply and install the fencing panel of 3.305m width and 2.4m height of a clear view fence or similar product. The fence shall be 500mm offset the secure housing on 2 sides and the other shall 200mm offset.
- The Concrete foundations for the fence and the gate (main entrance and pedestrian) posts shall not be less than 300 l x 300 b x 700 d (mm). The concrete base at main entrance gates shall have a width of 500mm and shall have a foundation depth of 250mm.
- The gate system must be of a double Leaf sliding with gate galvanised and Alu coated 2.4m high x 1m long, with gate posts, rail, guide and wheels.
- The locks system shall of anti-temper fixator solution.

Supervision

The *Contractor* shall first submit the project programme to Transnet to be reviewed for approval prior the execution. The *Works* shall be implemented in the present of Transnet representative with site access certificate.

Reporting

The reporting of the *Contractor* shall include the following but not limited:

a) Develop project plan with the cash flow projection
b) Attend the progress meeting
c) Submit the project programme
d) Produce the progress reports
e) All construction drawing and technical reports to be approved Transnet representative engineer.

Deliverables for the Task Order:

a) Produce the report indicating soil condition
b) Implementing the reinforced concrete structure as per drawing and specs
c) Implement the coating system
d) Installation of the fence with gate and lock system
e) Produce the as-built drawings.

Duration of Contract

'Once-Off required' basis for a period of two (2) Months.

Areas of Deployment / Services

Depot	Coordinates GPS Latitude (S) GPS Longitude (E)
Brussels	S. 27,14694° E. 24,77699°
Vryburg	S.26,96713° E.24,74708°

Installation Requirements

- The *Contractor* shall be responsible for the transport to site, off-loading, handling, storage and security of all material required for the construction/execution of the works.
- Supply and Install the concrete equipment housing for Brussels equipment as per BBH1869
- The concrete house shall be coated with a pro-flex coating material or similar product for maximum protection.
- Installation of a clear view fence or similar product with mesh wire fencing made of steel or other impact resistant material, built around and over the concrete equipment housing.

Functional Requirements

- The *Contractor* will be required to supply new material as well as disposal of old material/ rubbles where needed.
- The *Contractors* will be required to provide the construction programme that will need to be approved by the TFR *project manager.*
- The new equipment rooms must be compliant to the scope of work and specifications provided.
- The *Contractors* should take into consideration the fact that the constructions will take place in two different areas viz. Brussels and Vryburg high sites.
- The *Contractors* should indicate and provide all the tests done and the results as part of the complete constructed works.
- The *Contractors* should also provide all the "AS built diagrams" during handover of each site constructed.
- The *Contractors* must be equipped with all the required plant, tools, and safety equipment including COVID_19 PPE (Personal Protective Equipment) to effectively and safely carry out the Works.
- Safety induction by TFR Safety and Electrical officers is required before commencement of work.

Other Requirements

- The installation works and materials offered must comply with all listed specifications.
- *Contractor* must quote unit rates in accordance with the attached Bills of Quantities
- Clause by clause statement of compliance must be done for the Mandatory specifications below. Failure to do so will result in automatic disqualification.
    i. Specification: BBH1869
- *Contractor*s must attend the briefing sessions on the dates published in the RFP
- Sufficient Certificated employees to work on Electrical Equipment must be in the Respondents' employment files during Installation works.
- Technical document indicating all the test results and outputs

Implementation Requirements

- The *Contractor* must prepare a Gantt chart and cash flow forecast.
- The *Contractor* must order the remainder of the required installation materials.
- The *Contractor* must establish a working site where all materials must be stored.
- The *works* must be planned to ensure minimal interruption to normal train services.
- On-site deviations from the agreed installation requests will only be allowed with the consent and site instruction issued by the project manager.
- The *Contractor* must complete the works in the specified time.
- Final accepted tests and "AS Built" sheets, must be submitted on completion of the work.
- The Notice of Completion Certificate will not be issued by TFR until all "As Built" documentation has been submitted.

6.6 Safe working access

6.6.1 Safety, Health and Environmental (SHE) File

6.6.1.1 The Principal *Contractor* shall prepare a SHE file and submit to TFR Contract Representative for approval prior to commencement of work on site. The file shall include all documentation required as per the OHS Act and applicable regulations.

6.6.1.2 The approval time of the file is at least 5 working days

6.6.1.3 The Principal *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 Representative/Technical Officer, or sub-contractor upon request.

6.6.1.4 The Principal *Contractor* shall hand over a consolidated SHE file to the TFR Contract Representative/Technical Officer upon completion of the Construction 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.

6.6.2 Safety Induction

6.6.2.1 The Principal *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.

6.6.2.2 In addition to the TFR SHE induction, it is the responsibility of the Principal *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.

6.6.2.3 The Principal *Contractor* shall ensure that all visitors and suppliers to the site undergo and comply with Principal *Contractor*s' site-specific safety induction requirement prior to being allowed access to site. All visitors and suppliers shall sign the attendance register.

6.6.2.4 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.

6.6.2.5 The Principal *Contractor* shall maintain comprehensive attendance records of SHE induction training on the SHE file.

6.6.3 Occupational Health

6.6.3.1 Medical Surveillance Programme

6.6.3.2 The Principal *Contractor* shall ensure that all his and subcontractor employees have a valid medical certificate of fitness issued by an Occupational Health Practitioner.

6.6.3.3 Medical certificate of fitness must be available and be kept in the SHE file.

6.6.3.4 The *Contractor* shall renew medical fitness certificates of personnel that are due to the requirement.

6.6.3.5 Employees whose medical fitness certificates have expired will not be permitted to carry out any works on site until re-certified fit and replacement of their certificates is finalised.

6.6.3.6 The *Contractor* to submit his methodology that will be adopted to access the site, in order to execute the work safely and the method and plant he will be utilizing to carry out the works.

6.6.4 Site access certificate

6.6.4.1 The Principal *Contractor* shall, before commencing any work, obtain from the TFR Contract Representative/Technical Officer a Site Access Certificate as in Annexure 1 of the Health and Safety Specification executed and signed by him, permitting and limiting access to the designated site or place of work by the Principal *Contractor* and any sub*Contractor*s under his control.

6.6.4.2 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.

6.6.4.3 The *Contractor* must assess the security risks and implement appropriate measures. All *Contractor*s are to strictly adhere to all security requirements on the premises.

6.6.4.4 The Principal *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).

6.6.4.5 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.

6.6.4.6 *Contractor*s shall ascertain from TFR Contract Representative/Technical Officer the correct route along with their employees may proceed when coming on or going off shift and direct their employees accordingly.

6.6.5 Work Permits

6.6.5.1 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.

6.6.5.2 The *Contractor* shall make sure that switching limits are understood by him/her before signing the permit book.

6.6.5.3 Where work permit does not cover full working site, *Contractor* shall receive Electrical supervision from Transnet Authorised personnel.

6.6.5.4 The *Contractor* shall also ensure to sign portion of the permit book upon handing over of equipment back to Transnet Freight Rail.

6.7 Information to be obtained from Site

6.7.1 The attendance of a site clarification meeting will be compulsory and the prospective *Contractor*s shall visit the site of the proposed Works and acquaint themselves with the nature of the Works, the conditions under which the work is to be performed, the means of access, any limitations or other authorities and in general with all matters that influence or affect the contract.

6.7.2 *Contractor*s shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing, as no claims for any extras in connection with the position or nature of the work will be entertained.

6.8 Daily Site Diary and Inspection Book

6.8.1 The *Contractor* shall provide an A4 size triplicate book to be used as a Daily Diary for the duration of the Contract. The Employers Representative shall retain the original copy and the *Contractor* shall retain the first and second copy. The diary shall be completed on a daily basis.

6.19.2 In addition to this the *Contractor* shall provide an A4 size triplicate book to act as Site Instruction Book. The Employers Representative shall retain the original copy and the *Contractor* shall retain the first and second copy. The diary shall be completed on a daily basis. Only the Employers Representative or his Supervisor will have the authority to issue site instructions to the *Contractor*.

INFRASTRUCTURE ENGINEERING SPECIFICATION

Secure Signalling Equipment Shelter

Author:	Rail Network - Engineer	Graham Hauman	……..
Approved:	Rail Network - Senior Engineer	Tebogo Mogoje	……..
Approved:	Technology Management – Principle Engineer	John Kannemeyer	……..
Authorised:	Rail Network - Principle Engineer	Kavish Misthry	……..
		Date:	November 2018

Circulation Restricted To:

Transnet Freight Rail
Transnet and Relevant Third Parties

1. SCOPE OF WORKS

1.1 Identification

Secure Signalling Apparatus Rooms (AR).

1.2 Item Overview

The Secure Signalling AR is intended to safely store and secure the signalling equipment is installed inside the shelter against theft and vandalism. The AR will have reinforced concrete foundations, walls and roof, to secure the equipment installed inside of it.

1.3 Document Overview

This document lays down the requirements for the Secure Signalling Equipment Shelter for use in Transnet signalling installations.

2. APPLICABLE DOCUMENTS

2.1 Integrated Documents

2.1.1 Transnet Documents

a) CSE 1154-001 Cat. E48: Environmental Specification for Transnet Railway Signalling Systems
b) SANS 1200G: Concrete (Structural)
c) SANS 1200GE: Pre-Cast Concrete (Structural)
d) SANS 1063: Earth Rods and Couplers
e) S420 (1999): Specification for Concrete Work
f) CSE-1155-500 Cat. N48: Testing of Signalling Installation
g) CSE-514/5: Manufacture of Concrete Components
h) CSE-516/2: Trenching and Outdoor Cable Installation – Addendum depth of trench and slabs
i) CSE_1133_052_Cat.98: Corrosion Resistant
j) BBC 1040: Installation of Earthing and Lightning Protection in Relay Rooms and Signalling Enclosures
k) CSE-1155-515: Installation of Earthing

3. REQUIREMENTS

3.1 Construction Characteristics

3.1.1 Foundation Level

a) Excavation

- Before the foundations can be laid, there needs to be an excavation level.
- This level is done to ensure that there is a solid layer of soil for the foundations to be built on. The excavation should be at least 3 meters wide, 3 meters long and between 0.25 and 0.5 meters deep. This size can be increased if required.
- The depth is dependent on the type of soil where secure housing is being placed.
- Determine the foundation conditions by conducting a Dynamic Cone Penetrometer (DCP) test.
- If the DCP test results are to standard, then continue with the casting of the foundation.
- If the DCP test results are not to standard, backfill may be required if the soil is too soft, or not to the standard to withstand the weight of the AR.
- The backfill should be 200mm deep and consist of G2 materials.

b) Foundation

- Once the excavation has been completed Damp Proof Core (DPC) or moisture inhibitors are placed inside the excavated area.
- The steel reinforcement structure (section 3.1.2) is then prepared and placed inside the excavated area.

- A concrete foundation (of 25 MPa concrete) is then cast 3 meters wide, 3 meters long and 0.25 meters deep, around the base of the steel reinforced structure

c) Cables and Wiring

- All cables entering the enclosure must be hidden out of sight.
- All cables shall enter the case from the bottom.
- There must be provision made in the foundation for concrete cable ducting.
- This ducting must be 200mm wide and 110mm deep. And run along the inside of two adjacent walls, as shown in the designs.
- Provision must be made in the foundation for at least 3 x 110 Nextube pipe cable entries, the number of entries can be increased if required.
- The cable entries are placed in the three corners of the ducting, as described in the attached design.
- The cable ducts shall be covered with Chequer Plate, that are flush with the floor finishing and has reinforcing at both ends and in the middle of the 800mm plate.

3.1.2 Reinforced Concrete Structure

a) Steel Reinforcement Structure

- The reinforced concrete structure is made up of Y16 steel bars.
- These bars are large size reinforcements at 100mm spacing from each other, to reduce chances of bending the reinforcement.
- The cutting of larger reinforcement would take longer as well, thus they are a good prevention against theft and vandalism. It is important to leave a space for the anti-vandal door, when building this structure.
- The Reinforced structure should be 2,5 meters wide, 2,5 meters wide and the lowest point of the reinforced structure should be 2,4 meters high, off the floor of the structure
- The foundation reinforcements shall be the same as the wall reinforcement, this is to stop the tipping over of secure structure.
- Once the base of the reinforcement structure has been secured, and the foundation has set correctly, the reinforcement for the roof is completed.
- The roof reinforcements shall be connected directly to the wall reinforcements, which forms a complete steel reinforcement structure.
- There must be an earth stud installed onto the reinforced structure.
- This earth stud should be a 12mm stud that has at least 75mm protruding from the inside of the concrete structure.
- This stud should be threaded as to accommodate connect with a nut, and be connected to the EBB after the installation of the interior reinforcing has be completed.

b) Vandal Proof Door

- Once the steel reinforced structure has been built, the anti-vandal door (see section 3.1.3) and door frame are fitted into the structure.
- This is done so that the locks of the door lock into the concrete walls of the structure.
- Thus if the hinges of the door are cut off or vandalised, the door cannot be opened and will remain in position until unlocked.

c) Concrete Wall Structure

- Once the door frame is in position, the shutters are place around the steel reinforced structure, with a width of 0.2 meters wide, so that the shutter structure can be filled in with 40 MPa concrete and build the concrete reinforced outer walls of the AR.
- The clearance from reinforcing to the outside of the concrete should be 0.1 meters on each side.
- Steel shutters are recommended, as they can withstand a higher force than the wooden shutters.

- When completed the inside of the secure structure should have a clearance of at least 2.3 meters at the lowest point of the roof.

d) Ventilation and Air Flow

- Provisions also need to be made for heat reduction, moisture prevention and air flow.
- When filling in the shutters with concrete, air flow tubes must be installed between the inner and outer layer of the structure.
- Keep the water out by placing outer hole lower than the inner hole.
- The ventilation pipes must be 0.3 meters from the top of the structure.
- These ventilations holes need be covered with a fine mesh to prevent rodents and other animals from entering the structure.

e) Concrete Roof Structure

- Once the walls have been constructed and are level, the same process is followed for the construction of the reinforced roof.
- Shutters are once again used and place on the inside of the secure structure and it is then filled with concrete to form the roof, which is approximately 0.2 meters in height.
- The roof should be slanted at a 10° angle as to allow for water drainage.
- The roof should also be painted with a waterproof coating to prevent damage to equipment.

f) Reinforced interior of the structure

- Once the complete concrete structure has been completed, galvanized steel plate reinforcements are then installed on the inside of the structure.
- These galvanized steel plates are 2mm thick and are welded together inside the structure.
- There must be one galvanized plate that covers the interior of one side of the wall.
- There shall be no plates welded together to cover one side of the wall.
- If it is not possible to use one complete plate, two floor to roof panels must be used, per wall, which are continuously welded together and grinded.
- These galvanized steel plates are then mounted to the wall using 10mm expansion anchors.
- These galvanized steel plates are installed onto each interior wall.

3.1.3 Door, Frame and Locking Mechanism

a) Door

- The overall door thickness shall have a minimum thickness of 85mm. This minimum thickness has to include a fire pan, locking case and outer panel.
- The door shall be constructed of mild steel, with the outer panel having a minimum thickness of 6mm. The outer panel also has to consist of a single metal sheet, no joints allowed.
- The door shall have eight (8) locking bolts/ pins with a diameter of 40mm each.
  - Four (4) of these shall be fixed back bolts/ pins (door hinge side).
  - Four (4) of these shall be moveable front bolts/ pins (door opening side).
- The door must be hanged on heavy duty hinges, which must include a bush and bearing to avoid sagging. All hinges must be installed on the inside of the structure.
- Facing from the front, all single safety door installations should open outwards to the left.
- From outside, the door opening mechanism shall be by means of a key (locking mechanism) and a T-handle (operating four (4) movable bolts / pins). Refer to point C below.
- The door must have an inside door handle and mechanism to lock and unlock from the inside.
- Door opening never to face service road or railway line for safety purpose, and must as far as possible face in the same direction as the Relay Room.

b) Frame

- The frames of all safety doors installed on secure concrete housings have to be casted into the concrete structure. With the locking mechanism locking into the concrete structure.
- The slots for the locking pins shall automatically align with the locking pins from the safe door when the door is closed.
- Any opening that may exist between the wall and door frame has to be sealed off with filler foam to ensure that it is door is vermin proof.
- The gap between the door frame and the door may not exceed 5mm.
- The door and frame must have a fully water proof and dust proof seal.

c) Locking mechanisms

- The door shall be fitted with a seven (7) lever high security lock.
- The locking mechanism must lock into the concrete structure to ensure that the door cannot be removed unless it has been unlocked.
- The T-Handle key hole shall be covered with a 3mm steel box to prevent damaging of the lock but still be able to open with the handle.
- The locks and bolts shall be constructed of materials that are resistant to corrosion.
- Two keys and T-handles have to be supplied with each door. The T-handles must be forged.
- These keys should be depot or region specific. Thus a standard key per depot, but not country wide
- Unless stipulated otherwise, all key locks shall use TFR Signal Relay Room Keys.
- The door must have an inside door handle and mechanism to lock and unlock from inside, without the use of a T-handle or lock key.

3.1.4 **Earthing and Lightning Protection**

a) Earthing

Earthing shall be installed in all secure signalling housing in accordance with TFR standards (Section 2.1.1)

b) Lightning Protection

The lightening protection install in all secure signalling housing in accordance with TFR standards. (Section 2.1.1)

3.2 Finishing

3.2.1 The AR should be neatly finished after the concrete has been set, to ensure the entire outside of the structure has a smooth, professional finish.

3.2.2 Eproxy shall be applied on the floor of the AR.

4. QUALITY ASSURANCE PROVISIONS

4.1 Responsibility

4.1.1 Transnet accredited agents shall be responsible for inspection and testing of all delivered and installed products and services.

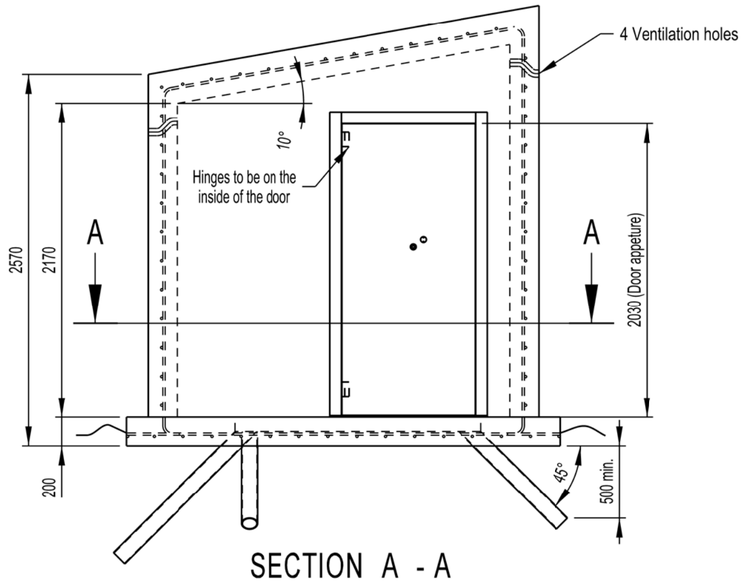
4.1.2 The agent shall be an ISO9001 certified company, and supply their registration number along with the inspection and testing documents.

4.2 Standards

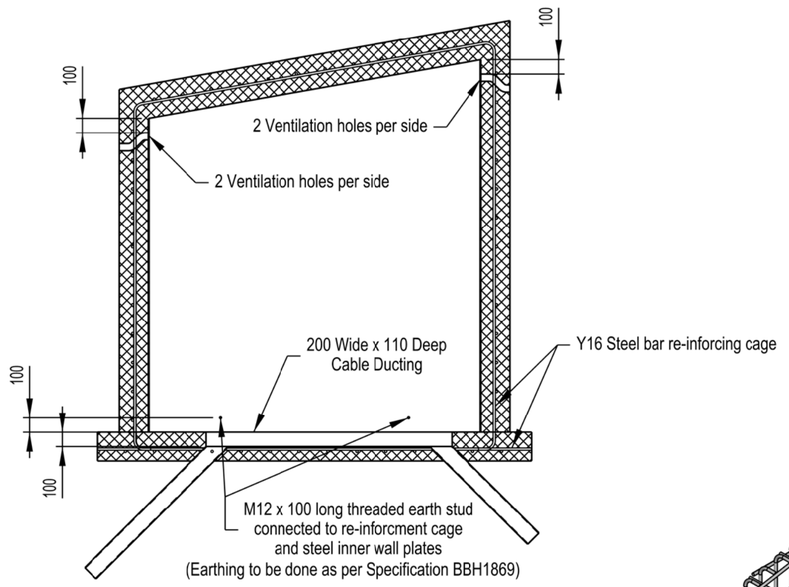
4.2.1 All concrete shall be cube tests and results provided.

4.2.2 Results from the DCP test need to be provided before the foundation is cast

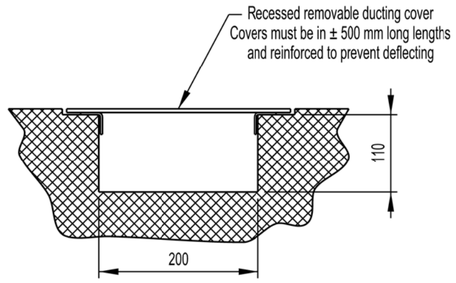
END OF SPECIFICATION



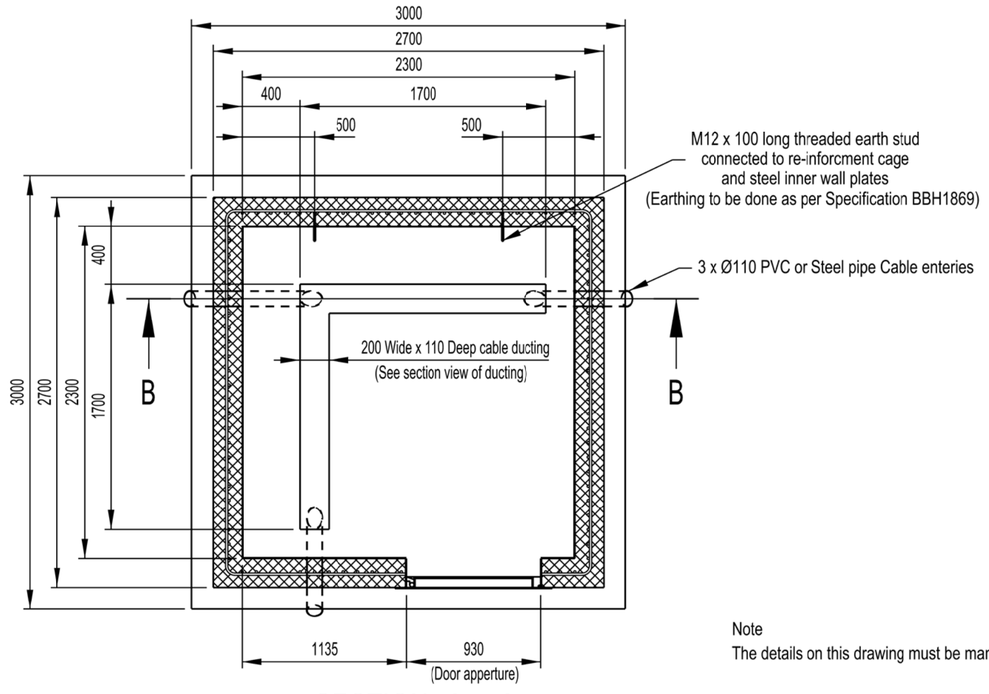
SECTION A - A



SECTION B - B



TYPICAL ENLARGED DUCTING DETAIL



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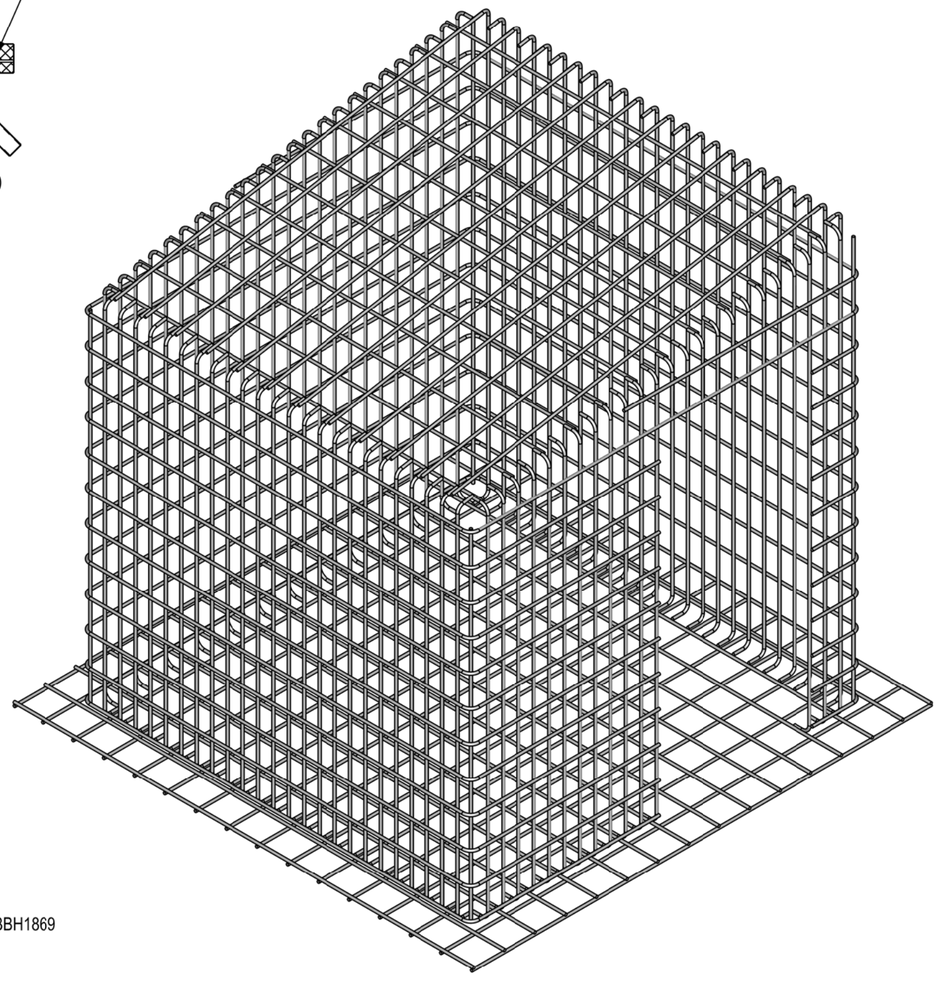

TYPICAL DETAIL OF Y16 RE-INFORCING CAGE

Note
The details on this drawing must be manufactured in conjunction with Specification number BBH1869

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DIMENSIONS : mm	SCALE : N.T.S.	DO REF : CDO/ 9205	SECURE RE-INFORCED ON SITE CASTED APPATATUS ROOM
TOLERANCE : LIN ± - ANG ± -	ITEM NO : -	ECP REF : -	TRANSNET freight rail
MATERIAL : -		DRAWN : D.A. Ballabio	BBH1900
VERSION INFO : -		DESIGNED : -	VERSION 1
		CHECKED : -	A2
		+ APPROVED	
		+ AUTHORISED	

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.

1. Description of the Site and its surroundings

1.1. 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.

1.2. Existing buildings, structures, and plant & machinery on the Site

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

1.3. Subsoil information

The project at hand does not interfere with the formation or earthworks. Should there be a need to work on the formation; the employer shall supply the contractor will relevant information.

1.4. Hidden services

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

1.5. Other reports and publicly available information

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

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

CONTRACT NAME:	**REFURBISHMENT AND REINSTATEMENT OF TELECOMMUNICATIONS HIGH-SITE AT BRUSSELS AND VRYBURG**
CONTRACT NUMBER:	**SIC21012CIDB / HOAC-HO-35969**
CONTRACT SCOPE:	Supply and installation (Construction) of equipment rooms Supply and installation of a clear view fence or similar structure and Supply and application of proflex coating or similar structure
CONTRACT LOCATION:	Between Vryburg and Warrenton stations
CONTRACT DURATION:	Two months

SHE SPECIFICATION APPROVAL		
	NAME:	**SIGNATURE:**
SAFETY SPECIALIST	Kedibone Moselane Safety Specialist	…… DATE: 18/8/2021
HEALTH AND SAFETY MANAGER	Safety Manager Siphiwo Ngqeza	…… DATE: 18/08/2021
RISK / ENVIRONMENTAL SPECIALIST	Ndivhuwo Netshilapala Senior Consultant	…… DATE:
CONTRACT MANAGER	Gideon Mohlala Chief Engineer Technician	…… DATE: 16/07/2021
CLIENT REPRESENTATIVE	Kabelo Ngobeni Senior Engineer	…… DATE: 16/08/2021

Contractor Signature…… . Date……

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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 Principal Contractor and other contractors so that the health and safety of all person's potentially at risk may receive the same priority as other facets of the project.

1.2 The Contractor shall **develop a SHE plan and prepare a SHE file** based on these requirements, risk assessment as well as all the relevant applicable legislation. The contractor shall remain accountable for the quality and execution of his health and safety programme for his employees and sub-contractor employees. This specification in no way releases the contractors from compliance with the relevant legislation.

2 Purpose

2.1 The purpose of this specification is to ensure that the Contractor provides and maintains, as far as reasonably practicable a safe working environment for all employees and the public whilst performing work for or on behalf of TFR.

2.2 This specification form an integral part of the contract, and the Contractor shall forward this specification to all subcontractors at the bidding stage so that they can in turn prepare health and safety plans relating to their operations

3 Scope and Application

3.1 This specification is applicable to all contractors, suppliers and all activities and processes carried out for or on behalf of Transnet Freight Rail. The Specification defines the strategies to manage Health and Safety and is a compliance document drawn up in terms of the Occupational Health and Safety Act 85 of 1993, South African National Standard 10400 and Construction Regulations, February 2014.

3.2 This specification shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the TFR Contract Manager, Representative/Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the OHS Act, other relevant legislations, 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 Principal Contractor from his responsibilities and accountability in respect of the project 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/ Representative/Technical Officer or Client Agent.

Contractor Signature…… . Date……

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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.

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, SANS 10400 and shall implement and maintain a SHE Plan approved by Transnet Freight Rail, on the Site and place of work for the duration of the contract .

4.3 The Contractor accepts his obligation with complying to the OHS Act and applicable Regulations notwithstanding the omission of some of the provisions of the OHS Act and the Regulations from this document.

4.4 Transnet Freight Rail accepts, in terms of the OHS Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and TFR Contract Manager/ Representative/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 Principal 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 Project Manager / TFR Contract Representative 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 and Construction Regulations, 2014 shall apply, unless the context otherwise indicates: -

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6.2 **"agent"** means a competent person who acts as a representative for a client

6.3 **"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;

6.4 **"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.

6.5 **"Contractor"** means an employer (organisation) or a person who performs ANY work and has entered into a legal binding business agreement contract to supply a product or provide services to Transnet. This applies to the Suppliers, Vendors, Consultants, Service Providers or Contractors (includes principal contractor and subcontractors). NB: A contractor is an employer in his/her own right

6.6 **"COVID 19"** means the corona virus disease of 2019.

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

a) a rescue plan and procedures

6.8 **"fall risk"** means any potential exposure to falling either from, of or into

6.9 **"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;

6.10 **"health and safety (SHE) plan"** means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

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6.11 **"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;

6.12 **"scaffold"** means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

6.13 **"shoring"** means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

6.14 **"structure"** means—

(a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

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

(c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

6.15 **"temporary works"** means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

6.16 **"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

6.17 ″**TFR Contract Representative"** 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, Real Estate Manager, Maintenance Supervisor's etc.

7. Notifications

7.1 Notification of Construction Work

7.1.1 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:-

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(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,

7.1.2 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, TFR Contract Representative/Technical Officer or employee.

7.2 Notification of asbestos work

7.2.1 The Contractor or any Contractor shall not carry out any asbestos work unless he or she has notified the Provincial Director of the Department of Labour in writing thereof prior to the commencement of such work.

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 Principal 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 Subcontractors shall also make the above written appointments and the Principal Contractor shall deliver copies thereof to the TFR Contract Representative/Technical Officer.

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10. SHE Committee Meetings and SHE Representatives

10.1 When 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 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 Principal Contractor representative and appointed SHE representatives shall attend the monthly SHE Committee meeting.

10.5 The TFR Contract Manager/ Representative/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 Principal Contractor shall have their own internal monthly SHE Committee meeting.

11. SHE Audits and Contractor Monthly Reports

11.1 The TFR Contract Manager/ Representative/Technical Officer or his deputy shall ensure that the Principal 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 Principal 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 principal 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 Representative/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.

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11.6 The Contractor on all contracts of more than 1 month shall provide a monthly safety performance report as required by TFR.

11.7 The Monthly safety performance report shall be compiled in terms of Annexure 1 or in any format that the Contractor has as long as it includes all items listed in Annexure 1.

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 Contractor' 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.

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12.2.4 Each Contractor shall be required to ensure that before an employee commences work on the project 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.

12.3 Awareness Training

12.3.1 Awareness training required shall be identified for all employees on the project using the SHE Policy, the SHE Plan, the SHE programmes and procedures.

12.3.2 The Contractor shall conduct a daily safety talk with all its employees including subcontractor employees before the start of each shift.

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.

12.3.4 The Contractor shall 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.

12.3.5 The Contractor shall ensure that all its employees are trained on the measures recommended in the COVID-19 risk assessment, the contents of this guideline, COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020, guidelines as may be issued from time to time and reviewed contractor Health and Safety Plan.

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

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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.

13.2 The Contractor's Health and Safety Plan shall be developed based on the requirements of this specification and 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

(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) Project 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

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(o) Operational Control

(p) COVID 19 requirements and

(q) Review plan of the SHE Plan

13.4 The Contractor shall submit a final SHE Plan after awarding of the contract which shall be subject to the TFR Contract Manager/ Representative/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/ Representative/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/Representative/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.

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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 as required in terms of the Construction Regulations. Where a risk assessment is not readily available or not communicated to contractor employees, the construction activities shall be stopped until such time the contractor complies.

14.8 The Contractor and the TFR Contract Manager/ Representative/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, Contract Manager, TFR Contract Representative/Technical Officer or his duly nominated alternative identify hazardous activities performed by the Contractor on the site for which the Contractor has not submitted a risk assessment, the Contractor shall be required to do so before continuing with work.

15. Safety, Health and Environmental (SHE) File

15.1 The Contractor shall prepare a SHE file and submit to TFR Contract Manager/ Representative 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

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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/ Representative/Technical Officer, or subcontractor upon request.

15.4 The Contractor shall hand over a consolidated SHE file to the TFR Contract Manager/Representative/Technical Officer upon completion of the construction 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 certificates of fitness must be available and be kept in the SHE file.

16.2 Substance Abuse

16.2.1 All Contractors must comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.

16.2.2 No Contractor may possess, sell, offer to other person, use, store, manufacture, transport, distribute, or transfer drugs or alcohol during work hours, on or off TFR premises.

16.2.3 TFR will not tolerate substance abuse or use which put at risk the health and safety of its employees or threatens its services to our stakeholders. It is on this basis that a contractor employee will be considered unfit for work if:

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

(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 Representative, 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.

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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 construction 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 at construction 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 All Contractors 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

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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 Weather precautions

16.6.1 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.

16.6.2 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 brakes, consuming enough water, provision of sun brims for their hard hats and sun screen to protect them against sun burn.

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

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

16.8.2 The 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.

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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 The 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 The 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 during the construction work. 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.

16.10.4 Exposure to silica dust is possible when working with ballast. The Principal Contractor must ensure that all necessary precautions are taken to prevent exposure to silica dust when working with ballast.

16.11 COVID 19 Requirements

16.11.1 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.

16.11.2 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.

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16.11.3 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

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

16.11.5 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.

16.11.6 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.

16.11.7 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.

16.11.8 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.

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

16.11.10 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.

16.11.11 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.

17 Incidents/Occurrences

17.1 All incidents referred to in Regulation 9 of General Administration Regulations of the OHS Act involving the contractor and his subcontractor on TFR premises, shall be reported to the TFR Contract Manager/Representative and Department of Labour as prescribed by the OHS Act.

17.2 TFR 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.

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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 it's 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 approved by credible institution such as SABS, EN, or AN.

19.3 As a minimum all contractor employees shall be provided with a reflective vest, safety shoes, rubber gloves, hearing protection, protective eyewear/faceshield and appropriate respiratory equipment.

19.3 The contractor shall manage the issuing of PPE and ensure that PPE is used at all times. Employees shall be trained in the proper use of PPE.

20. Emergency Evacuation Plan and Procedure

20.1 The Contractor must establish and implement an emergency evacuation plan to ensure that in the event of 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

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21.1 The Contractor shall, before commencing any work, obtain from the TFR Contract Manager/Representative/Technical Officer a Site Access Certificate, 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.

21.6 The Contractors shall ascertain from TFR Contract Manager/ Representative/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 construction 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 inspection/audits on the contractor/subcontractor to ensure that their SHE plan is being implemented and maintained and submit audit report to TFR Representative.

22.5 The Contractor shall stop any contractor/subcontractor from executing construction work which poses a threat to the safety and health of persons or the environment.

22.6 The Contractor shall ensure that the 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 the Contractor and subcontractor to the TFR Contract Manager

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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 The Contractor shall determine the correct positioning of topsoil stockpiling to avoid massive disturbance and prepare the topsoil for reuse during landscaping.

23.5 Concrete shall not be mixed directly on the ground or any other permeable surface. Should concrete batching activities occur, these should be located in the designated area on site with low environmental sensitivity levels.

23.6 All excess concrete shall be removed from site on completion of plastering or concrete pouring and disposed of in an environmentally acceptable manner.

23.7 The Contractor shall ensure that his or her employees are aware of the procedures to be followed when dealing with spills and leaks, which shall include notifying the relevant authorities and TFR as required in terms of National Environmental Management Act (NEMA), 1998 and National Water Act (NWA), 1998. The Contractor shall ensure that all necessary material and equipment required for use during clean – up/rehabilitation of spills and leaks are available on site at all times. Treatment, remediation and/or rehabilitation of contaminated areas shall be undertaken to the reasonable satisfaction of the TFR Environmental Control Officer or relevant Environmental Specialist.

23.8 Contractor shall be solely responsible for the control of dust generated from his or her activities. Excavation, handling and transport of erodable material shall be avoided under aggressive wind conditions or when a visible dust plume is present. If dust damping measures are deemed inadequate, working must cease until the wind speed drops to an acceptable level.

23.9 Contract activities generating output levels of 85 db (A) or more shall be confined to the hours 08h00 to 17h00 Mondays to Fridays (close to residential areas).

23.10 No on-site burying or dumping of waste material shall occur. Waste must be collected by a licensed waste transporting contractor and disposed of at a licensed disposal site. Disposal certificate must be made available to TFR on request.

23.11 Waste bins must be provided in sufficient number and capacity to store solid waste produced on a daily basis. These bins must be kept closed and emptied regularly.

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23.12 The Contractor must notify the Contract Manager immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.

23.13 All vehicles and equipment's shall be kept in good working condition. All leaking equipment's shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained and not emit excessive noise.

23.14 In case of major hydrocarbon spill or leakage as a result of equipment failure, Contract Manager must be made aware of such event and the affected area must be fenced off and be cleaned immediately to the reasonable satisfaction of the TFR Environmental Control Officer to prevent contamination of soil and both surface and groundwater.

23.15 The Contractor shall ensure that no spillage occurs when toilets are being cleaned or emptied and that the contents are removed from site by a licensed service provider.

23.16 The use of borrow pits for the construction of access roads must comply with the provisions of Minerals and Petroleum Resources Development Act of 2004 as amended and should not be located inside the border of any protected area (e.g. Nature Reserve).

23.17 All disturbed areas must be rehabilitated to the reasonable satisfaction of TFR Environmental Control Officer or Relevant Environmental Specialist.

23.18 Transportation, handling and storage of all substances classified as hazardous must comply with the provisions of the Hazardous Substances Act, 15 of 1973, relevant Regulations and SANS Codes.

23.19 Archaeological remains, artificial features and structures older than 60 years are protected by the Natural Heritage Resources Act, 25 of 1999. Should any archaeological artefact be exposed during construction or any contract work, such work must be stopped immediately. The TFR Environmental Control Officer must be called in for inspection and to recommend the way-forward. Under no circumstances may any artefacts be destroyed or removed from site.

23.20 The extraction of water for construction purposes must at all times comply with licensing requirements of Department of Water Affairs, where applicable. Extraction of water from a stream or a river requires approval.

23.21 Office and camp sites shall be established, as far as is practicable, outside the flood plain, above the 1:50 flood level mark within the boundaries of the construction area.

23.22 No camp or office site shall be located closer than 100 metres from a stream, river, spring, dam or pan.

23.23 The area chosen for these purposes shall be the minimum reasonably required and which will involve the least disturbance to vegetation.

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23.24 Camps and site offices shall be fenced (where necessary) in consultation with the landowner.

23.25 The Contract Manager or TFR Contract Representative 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.

23.26 The contractor shall preserve wild life in terms of the NEMA.

24. Operational Safety

24.1 Site Establishment and Demarcation of the site

24.1.1 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.

24.1.2 The Contractor shall demarcate the boundaries of the site in order to restrict construction activities to the site.

24.1.3 The method of demarcation and the location of the demarcated area shall be determined by the Contractor and approved by the TFR Contract Manager/ Representative prior to any work being undertaken. The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site.

24.1.4 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.

24.2 Public Safety & Security

24.2.1 A Contractor shall ensure that notices and signs are conspicuously displayed at the entrance and along the perimeter fence indicating "No Unauthorised Entry", "Visitors to report to office", "helmet and safety shoes" etc

24.3 Stacking and Storage

24.3.1 The Contractor shall ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage.

24.3.2 Adequate storage areas are provided, demarcated as storage areas and are kept neat and under control.

24.4 Housekeeping and general safeguarding

24.4.1 The Contractor must ensure that suitable housekeeping is continuously implemented on each toilet cleaning site

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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.

24.5.4 The Contractor shall ensure that copies of Material Safety Data Sheets (MSDS) for all hazardous chemicals used are available on site.

24.5.5 Where herbicides are used, the contractor shall comply with all relevant legislative requirements pertaining to the use of herbicides and that work is undertaken under the supervision of a person with a valid certificate in Pest Control.

24.6 SHE Signage (Symbolic Safety Signs)

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

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

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 Principal Contractor shall comply to the fire precautions as stipulated in the Environmental Regulations for Workplaces, 1987 and Regulation 29 of the Construction Regulations, 2014

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

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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 Representative.

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.

24.7.15 Fire Protection Plan Where so required by the local authority, any application in respect of the erection of any building not being a dwelling house, shall be accompanied by a fire protection plan which shall clearly show any fire protection measures provided in terms of SANS 10400

24.7.16 The provisions shall not be construed as preventing details of such fire protection measures being clearly indicated on a layout drawing required

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24.8 Temporary works

24.8.1 The Contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

24.8.2 The Contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

24.8.3 The Contractor must ensure that-

(a) All temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;

(b) All temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;

(c) Detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee;

(d) All persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;

(e) All equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;

(f) All temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;

(g) No person may cast concrete, until authorization in writing has been given by the competent person

(h) If, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;

(i) adequate precautionary measures are taken in order to-
(i) secure any deck panels against displacement; and

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(ii) prevent any person from slipping on temporary works due to the application of release agents;

(j) As far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;

(k) Upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person

(/) The foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.

(m) Provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;

(n) A temporary works drawing or any other relevant document includes construction sequences and methods statements;

(o) the temporary works designer has been issued with the latest revision of any relevant structural design drawing;

(p) A temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and

(q) The temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

24.8.4 No Contractor may use a temporary works design and drawing for any works other than its intended purpose.

24.9 Fall Protection Plan

24.9.1 In the event of the risk and hazard identification, as required in terms of paragraph 14 of this Specification, revealing risks relating to working from a fall risk 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;

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(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 Scaffolding

24.10.1 The Contractor must ensure that all scaffolding operations are carried out under the supervision of a competent person and that all erectors, team leaders and inspectors are competent to carry out their work.

24.10.2 The Contractor must ensure that scaffolding when used and erected, complies with the safety standards as per SANS 10085-1:2004 Please note that Scaffold also need to comply with CR 12 Temporary Works.

24.10.3 All scaffolding equipment to be inspected and proclaimed safe to use or rectified as to be safe to use after any inclement weather. Signage must be posted to indicate the status of the scaffolding.

24.10.4 A proof of weekly inspections and inspection conducted after inclement weather must be kept on a file for reference

24.11 Ladders

24.11.1 The contractor shall ensure that all ladders are numbered, inspected before use and weekly inspections are recorded in a register. A contractor shall ensure that a competent person who carries the above inspections is appointed in writing.

24.12 General Machinery, Tools and Equipment

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

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

24.12.3 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.

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24.12.4 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 SHE file.

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

24.12.6 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.

24.13 Hand Tools and Pneumatic Tools

24.13.1 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.

24.13.2 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

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

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

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

24.13.6 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.

24.14 Refuse disposal

24.14.1 Any building, excluding a dwelling house, in which refuse is or will be generated shall be provided with an adequate storage area for refuse containers.

24.14.2 Access to Storage Areas,the location of any storage area shall be such that access thereto from any street for the purpose of removing the refuse, is to the satisfaction of the local authority.

24.14.3 Where any refuse container receives refuse from any chute such chute shall be designed and erected so as to be safe in operation.

24.15 Excavations, Floor Openings and Trenches

The Contractor must ensure that:

24.15.1 All excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose.

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24.15.2 Evaluation of the stability of the ground, as far as is reasonably practicable, before excavation work begins.

24.15.3 Sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation.

24.15.4 No person is permitted to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or such an excavation is in stable material: Provided that permission has been given in writing by the appointed competent person upon evaluation by him or her of the site conditions.

24.15.6 Where any uncertainty pertaining to the stability of the soil still exists the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be.

24.15.6 The shoring or bracing used is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question.

24.15.7 No load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;

24.15.8 Where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons.

24.15.9 Convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working.

24.15.10 The location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved.

24.15.11 Every excavation, including all bracing and shoring, is inspected by the competent person, daily, prior to the commencement of each shift; after every blasting operation; after an unexpected fall of ground; after damage to supports; and after rain in order to ensure the safety of the excavation and of persons.

24.15.12 The results of such inspections must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee.

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24.15.13 Every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor.

24.15.14 All precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation.

24.15.15 Where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation.

24.15.16 Warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests..

24.16 Demolition Work

The Contractor must ensure that:

24.16.1 A competent person is appointed in writing to supervise and control all demolition work on site.

24.16.2 Before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.

24.16.3 During a demolition, the competent person must check the structural integrity of the structure at intervals determined in the method statement in order to avoid any premature collapses.

24.16.4 With regard to a structure being demolished, the Contractor shall take steps to ensure that no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe

24.16.5 All reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut.

24.16.6 Precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure.

24.16.7 No person works under overhanging material or a structure which has not been adequately supported, shored or braced.

24.16.8 Any support, shoring or bracing used, is designed and constructed so that it is strong enough to support the overhanging material.

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24.16.9 Where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons.

24.16.10 The location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved.

24.16.11 Every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means.

24.16.12 Convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work.

24.16.13 A catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

24.16.14 No material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

24.16.15 No person may dispose of waste and debris from a high place by a chute unless the chute is adequately constructed and rigidly fastened; if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides; if of the open type, is inclined at an angle of less than 45 degrees to the horizontal; where necessary, is fitted with a gate at the bottom end to control the flow of material; and discharges into a container or an enclosed area surrounded by barriers.

24.16.16 Every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

24.16.17 No equipment is used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.

24.16.18 Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Regulations, 2001, promulgated by Government Notice No. R. 155 of 10 February 2002.

24.16.19 Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001, promulgated by Government Notice No. R.236 of 28 February 2002.

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24.16.20 Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.

24.16.21 All waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation..

24.17 Electrical Equipment

The Contractor must ensure that:

24.17.1 Implementation and compliance with Electrical Installation Regulations, Electrical Machinery Regulations and regulation 24 of the Construction Regulations and OH&S Act..

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

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

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

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

24.17.6 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 Representative or any other authorised Officer of TFR.

24.17.7 All electrical installations are inspected by the TFR Contract Representative (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 Representative should be removed by the Contractor at his expense.

24.17.8 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.

24.17.9 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.

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24.17.10 The Contractor must obtain approval from the TFR Contract Representative 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.

24.17.11 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 Representative and obtain a valid Permit to Work.

24.17.12 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.

24.17.13 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.

24.17.14 Such monthly inspection(s) are to be performed by an appropriately qualified Electrician.

24.18 Portable Electrical Tools and Explosive Power Tools

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

24.18.2 The Contractor shall ensure that only trained employees are authorised to use portable electrical tools and explosive power tools

24.18.3 The Contractor shall ensure that all portable electrical tools and explosive power tools are kept in a safe working condition.

24.18.4 All portable electrical tools and explosive power 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 SHE file.

24.18.5 Safety signs and barriers must be erected before explosive power tools are used.

24.18.6 Cartridges and explosive power tools to be stored separately

24.18.7 Register for the issue and return of cartridges be kept in the SHE file.

24.18.8 Users / Operators of electrical power tools and explosive power tools should be issued with suitable protective equipment

24.19 Special Permits

Contractor Signature…… . Date……

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24.19.1 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 / Representative/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.

24.20 Vehicle Safety

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

24.20.1 All vehicle operators and drivers shall comply to the Transnet Fleet Management Policy.

24.20.2 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

24.20.3 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;

24.20.4 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;

24.20.5 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.

24.20.6 Construction vehicles are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;

24.20.7 Construction vehicle must be equipped with an acoustic warning device which can be activated by the operator and an automatic acoustic reversing alarm

24.20.8 Construction 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 construction vehicle or mobile plant.

24.20.9 No person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose.

24.20.10 All construction 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.

24.20.11 Whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation

Contractor Signature…… . Date……

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24.20.12 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.

24.20.13 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 construction related mobile plant where applicable

24.20.14 This plan is to be reviewed at the allocated SHE meeting to ensure its applicability where applicable. Where applicable the Principal Contractor shall appoint traffic officials to manage the manoeuvre of mobile plant and vehicles on the construction site.

24.20.15 Those working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

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 Project Manager.

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

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

Contractor Signature…… . Date……

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ANNEXURE 1

CONTRACTOR MONTHLY SHE REPORT

For Month/Year		Name of Contractor	
Name of Project			
Project Number	Date of Commencement	Date of Completion	

Number of employees	Man-hours worked this Month	Cumulative (Project duration man-hours)	Man-hours Since last Lost Time Incident (LTI)	DIFR

1. Details of SHE Incidents

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

2. Details of SHE Meetings

Contractor Signature…… . Date……

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Date	No of participants	Major SHE Concerns	Action taken

3. Details of Audits/Inspections

Date	Area / Facility	Findings/Recommendations	Action taken

5. Details of any SHE Promotional activities for the month

Date	Activity	Remarks

6. Safety Communication

Month	Number of Safety talks held	Remarks

Attach separate sheets for further or other details

…….. …… ……

Name of Contractor Representative Signature Date

Contractor Signature…… . Date……

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.

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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28. HEADING

PREAMBLE

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

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

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

NOW THEREFORE the parties agree as follows;

1. DEFINITIONS

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

1.1 "**Act**" means the Occupational Health and Safety Act No 85 of 1993;

1.2 "**Agreement**" means this Mandatary 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 "**Mandatary**" 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

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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.

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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.

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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.

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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.

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23. NO USAGE OF THE EMPLOYER'S EQUIPMENT

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

24. TRANSPORT

24.1 The Mandatary shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Mandatary shall ensure that all drivers shall have relevant and valid driving licenses and the Mandatary shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON COMPLIANCE WITH THE AGREEMENT

27.1 If the Mandatory fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the mandatory 7 (seven) days written notice to remedy such non-compliance and if the Mandatory fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the mandatory may have in law,

271.1 to suspend the main Agreement; or

27.1.2 To claim immediate performance and/or payment of such obligations.

27.2 Should mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

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.

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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. _____

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Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

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

(This specification shall be used in network operator contracts)

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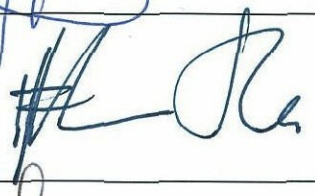
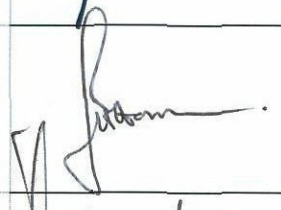
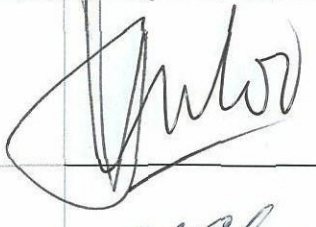
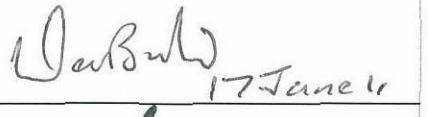
SPECIFICATION FOR GENERAL WORK AND WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT

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

Date: May 2011

(This page not to be issued with contract)

Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

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

(This specification shall be used in network operator contracts)

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1.0 SCOPE

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

2.0 DEFINITIONS

The following definitions shall apply:

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

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

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

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

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

"Dead" - Isolated and earthed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART A - GENERAL SPECIFICATION

3.0 AUTHORITY OF OFFICERS OF TRANSNET

3.1 The Contractor shall co-operate with the officers of the network operator and shall comply with all instructions issued and restrictions imposed with respect to the Works which bear on the existence and operation of the network operator's railway lines and high-voltage equipment.

3.2 Without limiting the generality of the provisions of clause 3.1, any duly authorised representative of the network operator, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of the network operator's assets or any person is affected. **CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS**.

4.0 CONTRACTOR'S REPRESENTATIVES AND STAFF

4.1 The Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Contract Supervisor with the names, addresses and telephone numbers of the representatives.

4.2 The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.

4.3 The Contractor shall ensure that all contractor staff receives relevant awareness, educational and competence training regarding safety as prescribed.

5.0 OCCUPATIONS AND WORK PERMITS

5.1 Work to be done during total occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Contract Supervisor and at times to suit the network operator requirements.

5.2 The Contractor shall organise the Works in a manner which will minimise the number and duration of occupations and work permits required.

5.3 The network operator will not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.

5.4 The Contractor shall submit to the Contract Supervisor, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 21 days before they are required. The network operator does not undertake to grant an occupation or work permit for any particular date, time or duration.

5.5 The network operator reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 5.6 to 5.8.

5.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.

5.7 When the Contractor is notified less than 2 hours before the scheduled starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit.

5.8 Reimbursement of the Contractor for any loss of working time in terms of clause 5.6 and 5.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Contract Supervisor certifies that no other work on which the labour and plant could be employed was immediately available.

5.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Contract Supervisor written confirmation of the date, time and duration of the occupation.

5.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of the Work Permit, signifying that he is aware of the work boundaries within which work may be undertaken. After the work for which the permit was granted has been completed, or when the

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

6.0 SPEED RESTRICTIONS AND PROTECTION

6.1 When speed restrictions are imposed by the network operator because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.

6.2 When the Contract Supervisor considers protection to be necessary the Contractor shall, unless otherwise agreed, provide all protection including flagmen, other personnel and all equipment for the protection of the network operator's and the Contractor's personnel and assets, the public and including trains.

6.2.1 The network operator will provide training free of charge of the Contractor's flagmen and other personnel performing protection duties. The Contractor shall consult with the Contract Supervisor, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in the Manual for Track Maintenance (Document no. BBB0481):

- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
- Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
- Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
- Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)

6.3 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction which may be given by the network operator personnel providing protection.

7.0 ROADS AND ROADS ON THE NETWORK OPERATOR’S PROPERTY

7.1 The Contractor shall take every reasonable precaution to prevent damage to any roads or bridges used to obtain access to the site, and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as is reasonably possible.

7.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the Contract Supervisor has obtained the approval of the road authority concerned.

8.0 CLEARANCES

8.1 No temporary works shall encroach on the appropriate minimum clearances set out in the Manual for Track Maintenance (Document no. BBB0481):

- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
- Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
- Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
- Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)

9.0 STACKING OF MATERIAL

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

10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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

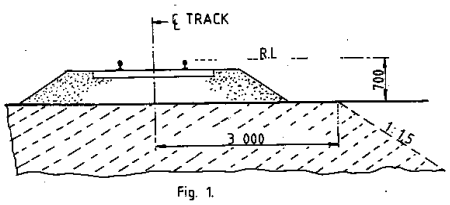

Fig. 1.

10.2 The Contractor shall provide, at his own cost any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.

10.3 Where required by the Contract Supervisor, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed, obtained before the excavation is commenced.

10.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Contract Supervisor.

10.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

11.0 FALSEWORK FOR STRUCTURES

11.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Contract Supervisor and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.

11.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Contract Supervisor a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Contract Supervisor to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

12.0 PILING

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

13.0 UNDERGROUND SERVICES

13.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services which may be damaged thereby.

13.2 Any damage shall be reported immediately to the Contract Supervisor, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

14.0 BLASTING AND USE OF EXPLOSIVES

14.1 When blasting within 500m of a railway line, the Contractor shall observe the requirements stipulated in this specification.

14.2 No blasting shall be carried out except with the prior written permission of the Contract Supervisor and under such conditions as he may impose.

14.3 On electrified lines the Contractor shall also obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days notice of his intention to blast. No blasting shall be done in the vicinity of electrified lines unless a member of the network operator's electrical personnel is present.

14.4 The Contractor shall arrange for the supply, transport storage and use of explosives.

14.5 The Contractor shall have labour, tools and plant, to the satisfaction of the Contract Supervisor, available on the site to clear immediately any stones or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the network operator.

14.6 The Contractor shall notify the Contract Supervisor of his intention to blast at least 21 days before the commencement of any blasting operations.

14.7 Before any blasting is undertaken, the Contractor and the Contract Supervisor shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any existing cracking or damage to such structures, etc. The Contractor, shall, subject to the provisions stipulated in the Contract Insurance Policy, make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Contract Supervisor, was directly caused by the blasting.

14.8 After completion of the blasting the Contractor shall obtain a written clearance from each landowner in

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

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

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

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

14.11 The flagmen described in clause14.10, where provided by the network operator, are for the protection of trains and the network operator's property only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.

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

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

(ii) when blasting may take place;

(iii) when blasting actually takes place; and

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

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

15.0 RAIL TROLLEYS

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

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

16.0 SIGNAL TRACK CIRCUITS

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

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

17.0 PENALTY FOR DELAYS TO TRAINS

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

18.0 SURVEY BEACONS AND PEGS

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

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

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

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

18.3 The Contractor shall preserve all pegs and bench marks. Such survey points shall not be removed without the written approval of the Contract Supervisor. Should any peg or benchmark be removed without authority, the Contract Supervisor will arrange for its replacement and the cost will be recovered from the Contractor. No claim will be considered for delay in replacing any such peg or bench mark. Each peg replaced shall be checked by the Contractor.

18.4 Where a new boundary has been established, beacons on the fence line shall not be disturbed, and fence posts or anchors may not be placed or excavations made within 0,6 m of any beacon without the prior written approval of the Contract Supervisor.

19.0 TEMPORARY LEVEL CROSSINGS

19.1 The Contract Supervisor may, on request of the Contractor, and if necessary for the purpose of execution of the Works, permit the construction of a temporary level crossing over a railway a line at a position approved by the Contract Supervisor and at the Contractor's cost. The period for which the temporary level crossing is permitted will be at the discretion of the Contract Supervisor.

19.2 The Contractor will provide protection and supervise the construction of the road over the track(s) and within the railway servitude at the level crossing, as well as the erection of all road signs and height gauges. All cost to be borne by the applicant.

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

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

19.3 The Contractor shall take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the temporary level crossing to himself and his employees, his subcontractors and their employees, the staff of the network operator and to such other persons as the Contract Supervisor may permit and of whose identity the Contractor will be advised. If so ordered by the Contract Supervisor, the Contractor shall provide persons to control road traffic using the temporary level crossing. Such persons shall stop all road traffic when any approaching train is within seven hundred and fifty (750) metres of the temporary level crossing, and shall not allow road traffic to proceed over it until the lines are clear.

19.4 The Contractor shall maintain the temporary level crossing within the railway servitude in good condition for the period it is in use. A temporary agreement with the road authority to be concluded for the maintenance of the level crossing outside the railway servitude.

19.5 When the temporary level crossing is no longer required by the Contractor, or permitted by the network operator, the Contractor shall at his own cost remove it and restore the site and the network operator’s track-, structure-, drainage-, electrical-, telecommunications- and train authorisation systems to its original condition. Work over the tracks and within the railway servitude will be supervised by the network operator.

20.0 COMPLETION OF THE WORKS

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

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

(i) protect the public and property of the public,

(ii) protect the property and workmen of both the network operator and the Contractor,

(iii) avoid damage to and prevent trespass on adjoining properties, and

(iv) ensure compliance with any instruction issued by the Contract Supervisor or other authorised person, and with any stipulation embodied in the contract documents which affects the safety of any person or thing.

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

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

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

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

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

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

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

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

22.1 The Contractor shall not interfere in any manner whatsoever with an open line, nor shall he carry out any work or perform any act which affects the security, use or safety of an open line except with the authority of the Contract Supervisor and in the presence of a duly authorised representative of the network operator.

22.2 The Contractor shall not carry out any work or operate any plant, or place any material whatsoever nearer than three metres from the centre line of any open line except with the written permission of the Contract Supervisor and subject to such conditions as he may impose.

22.3 Care must be taken not to interfere with or damage any services such as overhead wire routes, cables or pipes and optical fibre cable, except as provided for the work specified. The Contractor will be held responsible for any damage to or interruption of such services arising from any act or omission on his part or of any of his employees, or persons engaged by him on the Works. The cost of repairing, replacing or restoring the services, as well as all other costs arising from any damage to services, shall be borne by, and will be recovered from the Contractor.

22.4 Authority granted by the Contract Supervisor and the presence of an authorised representative of the network operator in terms hereof, shall not relieve the Contractor of his duty to comply with this specification.

23.0 ACCESS, RIGHTS-OF-WAY AND CAMPSITES

23.1 Where entry onto the network operator's property is restricted, permission to enter will be given only for the purpose of carrying out the Works and will be subject to the terms and conditions laid down by the network operator.

23.2 The Contractor shall arrange for campsites, workplaces and access thereto as well as for any right-of-

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

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

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

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

24.0 SUPERVISION

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

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

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

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

25.0 HOUSING OF EMPLOYEES

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

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

26.0 OPTICAL FIBRE CABLE ROUTES

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

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

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

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

27.0 GENERAL

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

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

27.2 This specification must be read in conjunction with and not in lieu of the Electrical Safety Instructions.

27.3 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Electrical Safety Instructions.

27.4 The Electrical Safety Instructions cover the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).

27.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any "live" high-voltage equipment.

27.6 The Contractor shall regard all high-voltage equipment as "live" unless a work permit is in force.

27.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of the network operator's staff where this is necessary.

27.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

28.0 WORK ON BUILDINGS OR FIXED STRUCTURES

28.1 Before any work is carried out or measurements are taken on any part of a building, fixed structure or earthworks of any kind above ground level situated within 3 metres of "live" high-voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.

28.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Works.

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

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

29.1 No person may stand, climb or work, whilst on any platform, surface or foothold:

29.1.1 higher than the normal unrestricted access way, namely -

29.1.1.1 external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and

29.1.1.2 walkways between coaches and locomotives.

29.1.2 of restricted access ways in terms of the Electrical Safety Instructions namely -

29.1.2.1 the floor level of open wagons

29.1.2.2 external walkways or decks of road-rail vehicles, on-track maintenance machines and material trains.

29.1.3 Unauthorised staff working on these platforms must be directly supervised by duly authorised persons in terms of clause 607.1.3 of the Electrical Safety Instructions. These persons must attend the relevant electrical safety module training. A letter of training must then be issued by an accredited training authority. A Category C Certificate of Authority must be obtained from the

local depot examining officer.

29.2 When in the above positions no person may raise his hands or any equipment he is handling above his head.

29.3 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.

29.4 The handling of long lengths of material such as metal pipes, reinforcing bars, etc should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.

29.5 The Responsible Representative shall warn all persons under his control of the danger of being near “live” high-voltage equipment, and shall ensure that the warning is fully understood.

29.6 Where the conditions in clauses 30.1 to 30.4 cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable Safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by the network operator and at the Contractor’s cost, as an Authorised Person to work closer than 3 metres from “live” overhead conductors and under such conditions as may be imposed by the senior responsible electrical engineer of the network operator.

30.0 USE OF EQUIPMENT

30.1 Measuring Tapes and Devices

30.1.1 Measuring tapes may be used near “live” high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the “live” equipment.

30.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the “live” high-voltage equipment.

30.1.3 Special measuring devices longer than 2 metres such as survey sticks and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer of the network operator, but these devices must not be used within 3 metres of “live” high-voltage equipment in rainy or wet conditions.

30.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in clauses 31.1.1 to 31.1.3 are required.

30.1.5 The restrictions described in 31.1.1 to 31.1.3 do not apply on a bridge deck between permanent parapets nor in other situations where a barrier effectively prevents contact with the “live” high-voltage equipment.

30.2 Portable Ladders

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

31.0 CARRYING AND HANDLING MATERIAL AND EQUIPMENT

31.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material which exceeds 2 metres in length shall be carried completely below head height near “live” high-voltage equipment. For maximum safety such material should be carried by two or more persons so as to maintain it as nearly as possible in a horizontal position. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any “live” high-voltage equipment.

31.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any “live” high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.

31.3 The presence of overhead power lines shall always be taken account of especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

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

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

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

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

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

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

33.0 USE OF WATER

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

34.0 USE OF CONSTRUCTION PLANT

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

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

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

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

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

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

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

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

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

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

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

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

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

36.0 TRACTION RETURN CIRCUITS IN RAILS

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

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

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

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

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

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

Such equipment includes:-

(i) Eskom and municipal equipment;

(ii) The Contractor's own power supplies; and

(iii) Electrical equipment being installed but not yet taken over from the Contractor.

END