

NEC3 Engineering and Construction Contract (ECC)

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/30
(hereinafter referred to as the "Employer")

and

Pending

Registration Number
(hereinafter referred to as the "Contractor")

Description of the Works

Provision of Track Fetting Team to assist Welder : Ermelo to Vryheid

Enquiry Number

EFT—3413930-004

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T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for the Provision of Track Fetting Team to assist Welder : Ermelo to Vryheid

Tenderers should have a CIDB contractor grading designation of 7CE.

Preferences are offered to tenderers who are in possession of a valid SANAS approved BBBEE certificate.

The physical address for collection of tender documents is:

Transnet Freight Rail (RME)
Cnr. North Reef & Jet Park Road
Elandsfontein
1406

Documents may be collected during working hours after 08h00 from Tuesday, 23 October 2012.

Queries relating to the issue of these documents may be addressed to

Mrs Estelle Dunn
Tel No 011 878 7017
Vax No. 086 501 2693
Email Estelle.Dunn@transnet.net

A **compulsory clarification** meeting with representatives of the Employer will take place at:

Transnet Freight Rail (RME)
Cnr. North Reef & Jet Park Road
Elandsfontein

on Monday, 29 October 2012 starting at 10h00.

The closing time for receipt of tenders is 10h00 on Friday, 02 November 2012.

Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

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



Transnet SOC Ltd
Enquiry Number: EFT-3413930-004
Description of the Works: Track Fetting Team : Ermelo to Vryheid

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

(To be returned within 3 days after receipt)

VAX TO: Transnet Freight Rail	Project No.:	3413930
Vax No. 086 501 2693	Tender No.:	EFT-3413930-004
Attention: Estelle Dunn	Closing Date:	02 November 2012

For: Provision of Track Fetting Team to assist Welder : Ermelo to Vryheid

We: Do wish to tender for the work and shall return our tender by the due date above **Check** **Yes**

Do not wish to tender on this occasion and herewith return all your documents received **No**

REASON FOR NOT TENDERING:

COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND FAX NUMBERS

SIGNATURE : _____

TITLE: _____



T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009, subsequently amended (May 2010), Board Notice 86 of 2010. (See www.cidb.org.za)

The Standard Conditions of Tender make several references to Tender Data for details that apply specifically to this tender. This 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
F.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
F.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 : Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (part 2) C2.2 Bill of Quantities Part C: The contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data (part 1 & 2) Part C2: Pricing data C2.1 Pricing instructions C2.2 Bill of Quantities Part C3: Scope of work C3.1 Works Information
F.1.4	The Employer's agent is: Name: Estelle Dunn Address: Cnr. North Reef & Jet Park Road, Elandsfontein Tel No. 011 878 7017 Vax No. 011 826 6912 E – mail Estelle.Dunn@transnet.net
F1.6	The competitive negotiation procedure shall be applied.



- F.2.1 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 7CE class of construction work, are eligible to have their tenders evaluated.
- Joint ventures are eligible to submit tenders provided that:
1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation in the 7CE class of construction work; and
 3. the combined *Contractor* grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a *Contractor* grading designation determined in accordance with the sum tendered for a 7CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
-
- F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.
- Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
-
- F.2.12 No alternative tender offers will be considered
-
- F.2.13.3 Parts of each tender offer communicated on paper shall be as an original.
-
- F.2.13.5 The Employer's details and address for delivery of tender offers and identification details that
 F.2.15.1 are to be shown on each tender offer package are:
- | | |
|-------------------------|--|
| Location of tender box | Transnet Freight Rail (RME) |
| Physical address: | Cnr. North Reef & Jet Park Road,
Elandsfontein |
| Identification details: | The tender documents must be submitted in a sealed envelope labelled with: <ul style="list-style-type: none"> ▪ The Tender Number: EFT-3413930-004 ▪ The Tender Description: Track Fetting Team to assist Welder : Ermelo to Vryheid Documents must be marked for the attention of Estelle Dunn. <p>Prior arrangement on the submittal of large tender documents should be made with the Contract Administrator.</p> |
-
- F.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
-
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
-
- F.2.16 The tender offer validity period is 8 weeks



- F.2.18 Provide, on request by the *Employer*, any other material information 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.
- F.2.20 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. (The format is included in Part T2.2 of this procurement document).
- F.2.23 The tenderer is required to submit with his tender:
1. an **original** or a **certified copy** of a valid Tax Clearance Certificate issued by the South African Revenue Services;
 2. A valid SANAS B-BBEE accreditation certificate and
 3. Letter of good standing with the compensation commissioner.
- Note: Refer to Section T2.1 for List of Returnable Documents
- F.3.4 The time and location for opening of the tender offers are:
 Time 10h05 on Friday, 02 November 2012.
 Location: Cnr. North Reef & Jet Park Road, Elandsfontein.
- F.3.11.5 The procedure for the evaluation of responsive tenders is Method 4
- The value of W_2 is 50. The score for financial offer is calculated using Formula 2 (Option 2) where W_1 is the percentage score given to financial offer and equals 100 minus W_2 .
- The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:
- $$W_c = W_3 \times \left(1 + \frac{(S - S_m)}{S_m}\right)$$
- Where W_3 is the number of tender evaluation points for quality and financial offer and equals:
- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R1 000 000; or
 - 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R1 000 000.
- S is the sum of score for quality and financial offer of the submission under consideration
 S_m is sum of the score for quality and financial offer of the submission scoring the highest number of points
- Up to 100 minus W_3 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.



F.3.11.3 The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Subcriteria	Maximum number of points
Availability of Equipment & Resources	Immediate Availability	25
Management & CV's of Key Persons	<p>Valid Trackmaster Certificate and Train Working Rules for Track Master/Supervisors with 5 years of relevant Track maintenance experience/Or valid Track welding Qualifications/ Or valid Ultrasonic Tester qualifications, all must be accepted and recognized by TFR</p> <p>Category C green, Medical Certificate of Fitness and First Aid for Supervisors and Safety Reps</p> <p>Category D blue and Medical Certificate of Fitness for Flagmen</p> <p>Passed TFR RME Driver assessment, PDP and Medical Certificate of Fitness for Drivers</p>	25
Health & Safety Plan	Valid Letter of Good Standing and Safety Records for previous 24 months	25
Previous Experience		25
Maximum possible score for quality (W_Q)		100



Quality shall be scored independently by not less than three evaluators in accordance with the following schedules

- T2.2-4 Availability of Equipment and Other Resources
- T2.2-7 Management & CV's of Key Persons
- T2.2-22 Health & Safety Plan
- T2.2-25 Previous Experience

The minimum number of evaluation points for quality is : 50

The persons named in the Schedule of Key Persons of tenderers who satisfy the minimum quality criteria will be invited to an interview. Tenderers who attain a score of less than 50% of the points allocated to the interview will be declared ineligible to tender.

Each evaluation criteria will be assessed in terms of six indicators – no response, poor, less than acceptable, acceptable, above acceptable and excellent. Scores of 0, 20, 40, 60, 80 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality. (See CIDB Best Practice Guideline #4)

Score	Prompt for judgement
0	Failed to address the question / issue
20	A detrimental response / answer / solution – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available
40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
60	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
80	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.

Should the BBBEE rating not be provided, Transnet reserves the right to award no points and/or declare the tender void. Transnet also 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.



Tenderers with no accreditation will score zero points for preferencing.

F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer submits an **original** or a **certified valid** Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) 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;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- g) the Employer is reasonable satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

F.3.18 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).



SUPPLIER DEVELOPMENT PLAN

The upswing in growth in the last decade, followed by the global recession in 2008, as well as persistently high unemployment and social inequality, forced the South African government to re-evaluate its growth strategy. This led to the development of a revised growth framework, the New Growth Path (NGP). The NGP aims to enhance growth, employment creation and equity, through the identification of strategies that will enable South Africa to grow in a more equitable and inclusive manner and promote the development of new industry to attain South Africa's developmental agenda.

In order to achieve this, the NGP focuses on:

- Increasing employment intensity of the economy
- Increasing the responsiveness of infrastructure and addressing competitiveness
- Balancing spatial development of rural areas and poorer provinces
- Reducing the carbon intensity of the economy
- Creating opportunities in changing regional and global environments
- Enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, women etc.

Tenderers must submit a Supplier Development Plan (SDP) which clearly indicates the following benefits:

- Acceleration of localisation and transformation of local business by promoting technology transfer, skill development and job creation
- Focused regional development
- Increase in local content – security of supply, reduced cycle times, reduced exposure to foreign currency and reduction of supply chain costs (over time)
- Transformation of supplier dominance from large international or traditionally white owned business to locally owned and black owned suppliers

The SDP will be incorporated in the eventual Contract and will be managed as part of the Contractors deliverables in terms of the contract. The final SDP will be submitted and agreed to by Transnet and Tenderers must clearly indicate in their Pricing Schedule the cost of implementation hereof. Financial penalties will be included in the contract and be imposed based on the Pricing Schedule for non-compliance with the SDP.

“PREVIEW COPY ONLY”



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:

PROVISION OF TRACK FETTLING TEAM TO ASSIST WELDER: ERMELO TO VRYHEID

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 @ 14% 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 when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s) _____
 Name(s) _____
 Capacity _____

for the
Employer

TRANSNET SOC LTD, Carlton Centre, 150 Commissioner Street, Johannesburg

Name & signature of witness _____ Date _____

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.



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

(Insert name and address of organisation)

TRANSNET SOC LTD

On behalf of

Carlton Centre

150 Commissioner Street

Johannesburg

Name & signature of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	of the NEC3 Engineering and Construction Contract June 2005 (with amendments June 2006) ¹	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Carlton Centre 150 Commissioner Street Johannesburg 2001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Freight Rail (RME) Cnr. North Reef & Jet Park Road Elandsfontein
		Postal Address: P O Box 8135 Elandsfontein South Africa 2046
	Tel No.	011 878 7111
	Fax No.	011 826 6946
10.1	The <i>Project Manager</i> is:	Kobus van der Westhuizen
	Address	Cnr. North Reef & Jet Park Road, Elandsfontein, 1406
	Tel	083 282 6204
	e-mail	Kobus.VanDerWesthuizen@transnet.net

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009



10.1	The <i>Supervisor</i> is:	J. Makwela
	Address	Cnr. North Reef & Jet Park Road, Elandsfontein, 1406
	Tel No.	011 878 7111
	Fax No.	011 826 6912
11.2(13)	The <i>works</i> are	Provision of Track Fetting Team to assist Welder
11.2(15)	The <i>boundaries of the site</i> are	Between Ermelo and Vryheid
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	36 Months after starting date
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	N/A
31.2	The <i>starting date</i> is.	01 January 2013
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	N/A
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	N/A
43.2	The <i>defect correction period</i> is	N/A
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	10th (tenth) day of each successive month.
51.1	The <i>currency of this contract</i> 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 <i>interest rate</i> is	the prime lending rate of the Standard Bank of 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 are made available by the South African Weather Services.

and which are available from: Pretoria Weather Bureau 012 367 6023 or info3@weathersa.co.za

7 Title No additional data is required for this section of the *conditions of contract*.

8 Risks and insurance

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

The minimum limit of indemnity for insurance in respect of 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 for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

84.2 The insurance against loss of or damage to the *works*, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:
 Blanket Principal Controlled Insurance (BPCI),
 Principal Controlled Insurance (PCI),
 Principal Controlled Contractors Liability Insurance,
 Principal Controlled Insurance One-off; and
 Project Specific Insurance

Select one	
BPCI	



84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the BPCI insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the BPCI insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the BPCI insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the BPCI insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the BPCI insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the BPCI insurance policy for Contract Works / Public Liability
84.1	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the BPCI insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the BPCI insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the BPCI insurance policy for Contract Works / Public Liability
	4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are in respect of each and every theft claim 0,1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.



84.1 The *Contractor* provides these additional insurances.

1. Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* he shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected
2. Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.
3. Should the *Employer* have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the *Contractor's* policies of insurance as well as those of any subcontractor
4. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10,000.00.
5. The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*

9 Termination

There is no additional Contract Data required for this section of the *conditions of contract*.



10 Data for main Option clause

B Priced contract with bill of quantities

60.6	The <i>method of measurement</i> is	The Standard System of Measuring Builder's Work (6 th Edition) and Model of Preambles for Trades (2008 Edition) as published by The Association of South African Quantity Surveyors
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11 Data for Option W1

W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> 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
	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)

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 the relevant parts of its Guidance Notes (ECC3-GN)² 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 152 to 154 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.	
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	

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009



PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	1

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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 (ECC3) Option B states:

Identified and defined terms	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> • the quantity of the work which the <i>Contractor</i> 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 <i>Contractor</i> has completed. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(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.</p>

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 ECC3 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

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. 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.
- 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. Amplification of or assumptions about measurement items

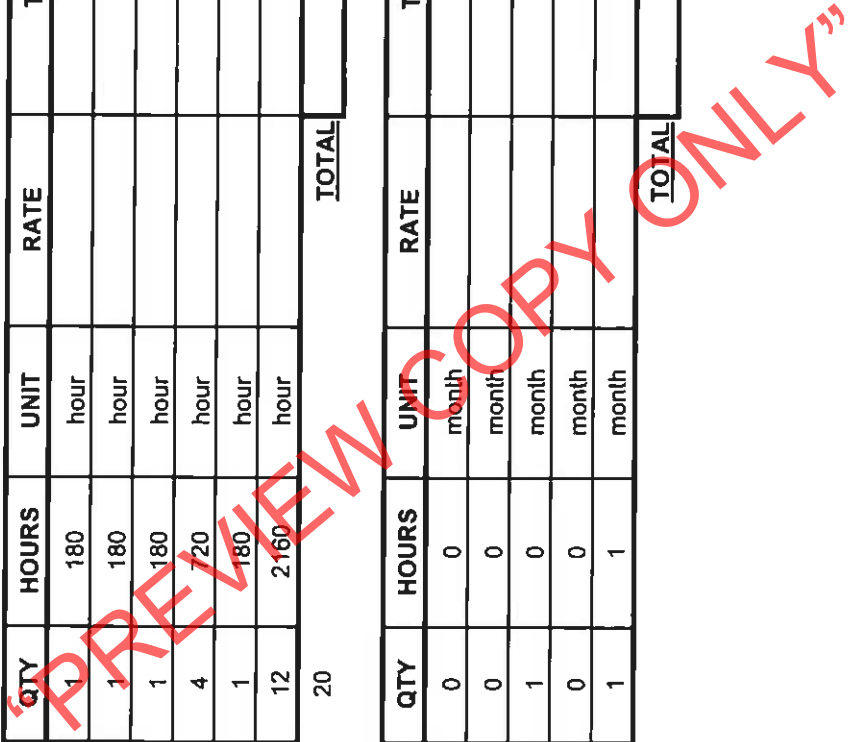
For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall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

TRACK FETTLING TEAM FROM ERMELO, PIETRETIJF TO VRYHEID

TEAM COST consisting of a Qualified Trackmaster based in Piet Retief, a team consist off; 1 Driver, 1 Safety rep, 1 Perway Operator, 4 qualified Flagmen and 12 Trackworkers each + equipped Dual Purpose truck + small plant, tools and equipment, excluding material

LABOUR - Normal Time	QTY	HOURS	UNIT	RATE	TOTAL per month	TOTAL per Day
1 Qualified Track Welder	1	180	hour			
2 Perway Operator	1	180	hour			
3 Driver Code 14	1	180	hour			
4 Flagmen	4	720	hour			
5 First Aider/Safety Rep	1	180	hour			
6 Labour-Trackworkers	12	2160	hour			
	20			TOTAL		

TRANSPORT (Includes 250km per vehicle per day)	QTY	HOURS	UNIT	RATE	TOTAL per month	TOTAL per Day
1 L.D.V.	0	0	month			
2 4 Ton DP Welding Dual Purpose	0	0	month			
3 4 Ton DP Perway Dual Purpose	1	0	month			
4 7/8 Ton DP Welding Truck	0	0	month			
5 Double Axle Trailer	1	1	month			
				TOTAL		



Tools and equipment must include rate and maintenance cost

Tools and Equipment	QTY	HOURS	UNIT	RATE	TOTAL per month	TOTAL per Day
1 Disc Cutter	2		month			
2 Impact Wrench & Sockets	1		month			
3 Rail Drill	1		month			
4 Sleeper Drill	1		month			
5 Coach-screwing machine	1		month			
6 Generator & lights	1		month			
7 Rail Jack	2		month			
8 Rail Track Guage	1		month			
9 Rail Trolley 4 Wheeler	1		month			
10 Two Way Radios	3		month			
11 Poinjar	6		month			
TOTAL						

OTHER COST	QTY	HOURS	UNIT	RATE	TOTAL per month	TOTAL per Day
1 Consumable Material Cost	1		month			
2 Consumable Fuel Cost	1		month			
3 Cutting And Heating Equipment Cost	1		month			
4 Other tools Cost	1		month			
5 Testing Cost	0		month			
6 Safety Equipment Cost	1		month			
7 Exothermic Equipment Cost	0		month			
8 Preliminary and general cost	1		month			
TOTAL						

PROVISIONAL COST	QTY	HOURS	UNIT	RATE	TOTAL per year	TOTAL per Day
1 Establishment (Once off at start of contract)	1		Sum			
2 Cost per team Overtime time/Saturday time		516	hr			
3 Cost per team Sunday time		516	hr			
4 Standby allowance	20	3600	hr			
5 Cost for fully equipped track welder			hr			
TOTAL						

Days in month to calculate daywork team cost	20	2*10/4 shifts per month	PRICE PER DAY
Number of months	12	per year	PRICE PER MONTH
			PRICE PER YEAR
			Preliminary and general cost as % of price

Duration of contract 36 Months
 Number of teams 3

MINIMUM PERWAY TOOLS REQUIRED ON SITE FOR THIS FETTLING CONTRACT FOR TRACK TEAM TO ASSIST AND SUPPORT WELDING TEAMS.

ITEM	DESCRIPTION OF ITEM OF TOOL	QUANTITY OF ITEM REQUIRED	
		PER TEAM (1 x set)	TOTAL FOR 1 x TEAMS
	Ballast Related tools		
1	Ballast forks	14	14
2	Round nose spade	14	14
3	Ballast beaters & Handles	10	10
4	Pick & handles	6	6
5	A-Jack	2	2
6	Slewing Bars	10	10
	Sleepers Related Tools		
7	Coach screw spanner	4	4
8	T-Bolt spanners	4	4
9	Sleeper Tongs	6	6
10	Wood sleeper augers & Bits	4	4
11	Fist Clip levers (Pairs)	6	6
12	Pandrol levers	8	8
13	Coach-screw socket	1	1
14	T-Bolt socket	1	1
15	Drilling socket	1	1
16	Funnel	1	1
	Rail Related Tools		
17	48 Kg Joint Spanner	1	1
18	57 Kg Joint Spanner	1	1
19	60 Kg Joint Spanner	1	1
20	10 lb. Hammer	1	1
21	4 lb. Hammer	2	2
22	Rail Tongs	8	8
23	Jim-Crow	1	1
24	Round head hammer	1	1
25	Centre Punch	1	1
26	Shifting Spanner (340 mm)	1	1
27	Cold Set	1	1
28	Torque Wrench	1	1
28	48 kg Socket	1	1
29	57 kg Socket	1	1
30	60 kg Socket	1	1
	Protection Related Tools & Equipment		
31	White Flag	3	3
32	Red Flag	3	3
33	Yellow / Black Flag	3	3
34	Red Banner	3	3
35	Walky-Talky radio's	3	3
36	Cellular Phone	2	2
	Measuring Related Tools & Equipment		
37	30 m Measuring tape	1	1
38	5 m Measuring tape	1	1
39	1 m - Steel straight edge ruler	1	1
40	Track Square	1	1
41	String-line & levels	1	1
42	Track Thermometers	2	2
43	Feeler Gauges	1	1

MINIMUM PERWAY RELATED SMALL PLANT, TRANSPORTERS AND OTHER EQUIPMENT REQUIRED ON SITE FOR THIS CONTRACT.

ITEM	DESCRIPTION OF ITEM OF ITEM	QUANTITY OF ITEM REQUIRED	
		PER TEAM 1 x Spare set	TOTAL FOR 1 x TEAMS
	TRANSPORT FOR WELDING TEAMS.		
1	Dual Purpose Transporter for Perway team, tools & equipment		1
	SMALL PLANT FOR FETTLING GANG		
1	Discutter		2
2	Polnjar		6
3	Impact Wrench & Sockets		1
4	Rail Drill		1
5	Sleeper Drill		1
6	Coach-screwing machine		1
7	Generator & lights		1

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PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	7
Total number of pages		8

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C3.1 EMPLOYER'S WORKS INFORMATION

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1. Background:

TFR Infra **Vryheid** Depot has furnished the TFR TEW Coalline Segment with a Commitment for the provision of one (1) Track Fetting Teams on a constant basis to assist the Track Welding Teams to execute track welding related work between **Ermelo, Piet Retief and Vryheid**. The work is currently performed by Sub-Contractors as RME do not have the capacity to supply the resources and we need to procure a contract and appoint suitable Sub-Contractors to execute the work required as per operational requirements of the TFR Depot.

2. Purpose/ Objective:

THE TEAM REQUIRED UNDER THIS CONTRACT FOR THE EXECUTION OF TRACK FETTLING WORK TO ASSIST THE WELDING RELATED WORK BETWEEN **ERMELO, PIET RETIEF AND VRYHEID**, AS PER OPERATIONAL REQUIREMENTS AND PROGRAM SUPPLIED BY TFR **VRYHEID** INFRA DEPOT

1 x Perway "Fetting" team.

- i) The contractor will supply 1 x Perway "Fetting" team, fully equipped with the following:
- i) An accredited Track Master
 - ii) Trackman or Team Supervisor
 - iii) A licenced and TFR RME assessed driver
 - iv) A certified perway operator (Discutter certification)
 - v) 3 x Fully equipped Qualified & accredited flagmen
 - vi) 12 x Trackworkers
 - vii) 1 x Discutter
 - viii) 6 x Poinjars
 - ix) 1 x Impact Wrench
 - x) Rail Trolley
 - xi) All other tools & equipment as per attached tool list. (Annexure A)
 - xii) All Transport and trailers required for Supervisor, teams, small plant, tools & Equipment
- ii) The Track Master, supervising a perway team, must have a minimum of 5 years' experience as a Track Master and proof of his qualification & experience must be supplied to the TFR Manager before TFR will approve and accredit him to:
- i) Take occupations on behalf of TFR.
 - ii) Certify protection & measures taken to safeguard the works & train operations.
 - iii) Certify the track safe for the passage of trains before cancellation of any occupation.
 - iv) Supervise any on-track team on the Vryheid Region.
- iii) All communication required with the project teams as Radios and / or cellular telephones for communication with CTC, flagmen, protection, supervisors and the Project Manager or his representatives.

3. Confidentiality:

A fundamental requirement of the procurement process is that tender information is kept confidential at all times. No team members or stakeholders are to communicate these technical specifications to anyone outside of the process.

4. The Technical Specification

Detail the technical specification required to fill the demand, in the necessary format. A suggested outline format is detailed below;

a. Introduction

TFR Infra **Vryheid** Depot has furnished the TFR TEW Coalline Segment with a Commitment for the provision of one (1) Track Fetting Team to assist the Welding Teams, to execute track welding related work between **Ermelo, Piet Retief and Vryheid**. The work is currently performed by Sub-Contractors as RME do not have the capacity to supply the resources and we need to procure a contract and appoint suitable Sub-Contractors to execute the work required as set out by the TFR program and operational requirement.

b. Scope

- The provision of one (1) fully equipped Track Fetting Team to assist the Welding Teams, with the requirements of conforming to the technical specifications for Track Maintenance & related projects on main lines, secondary lines and yard track, in the execution of work. The Teams must be based and operate from **Piet Retief** as to cover **Ermelo to Vryheid** Area.
- the *contractor* shall supply adequate management inputs, supervision, labour, plant, tools & equipment and any other resources required to execute the maintenance work, as provided by Transnet Freight Rail under this contract, within the required time frames, at production tempo's & standards specified, at competitive and market related prices.

The *Contractor* will provide the following for the duration of the contract and allowance must be made for this in tendered rates:

Experienced Management, Supervisors and support personnel responsible for the following:

- a) Daily management and administration of all the *Contractor's* teams and employees used in the execution of this contract
- b) If required by TFR RME do detailed evaluations of workplaces, identified by them confirming workloads and material requirements provided by them
- c) In conjunction with TFR RME, do proper planning and programming for each contract or team
- d) Overall quality control and supervision of teams as well as daily communication, feedback and liaison with TFR RME supervisors



- e) In-task training of all personnel. (in accordance with Transnet Freight Rail requirements such as Safety Rep, driver, ect. training)
- f) Problem solving and assistance to eliminate re-work and failures
- g) Enforce required and applicable procedures and specifications in-task
- h) Provision of statistics of productions, failures, affectivity, materials used, etc. with monthly claims for Transnet Freight Rail's approval
- i) Attend weekly and all other liaison meetings required by the TFR RME Contract Manager
- j) Responsible for safety and safety meetings with safety representatives
- k) Assist the Contract Manager or his representative where and when required

c. The Requirements:

1. MANAGEMENT & SUPPORT REQUIRED UNDER THIS CONTRACT

For the duration of the Agreement the *Contractor* will, on a full-time basis, supply the following approved, qualified and experienced management & support personnel, with transport & equipment, to assist Transnet Freight Rail:

- i) a Qualified and accredited Track Inspector recognised and approved by Transnet Freight Rail with a valid Train Working Rules Certificate and C-Green Certificate and all TFR requirements to assist in taking occupation of the Track section to be worked on and to co-ordinate and manage the four teams as required.

2. A TRACK FETTLING TEAM TO ASSIST WELDING TEAMS REQUIRED UNDER THIS CONTRACT

1 x fully equipped Track Fetting Team,

Under this contract the contractor will supply

- i) 1 x accredited Track Master with a Valid Train Working Rules Certificate, C-Green and all other qualifications required by TFR as to take occupation of the Track, a minimum of 5 years' experience
- ii) a Trackman or Team Supervisor
- iii) Qualified and TFR RME assessed Driver
- iv) a certified perway operator (Discutter)
- v) 3 x Fully equipped Qualified & accredited flagmen
- vi) 12 x Trackworkers
- vii) 1 x Discutter
- viii) 6 x Poinjars
- ix) 1 x Impact Wrench
- x) Rail Trolley
- xi) All other tools & equipment as per attached tool list. (Annexure A)
- xii) All Transport and trailers required for Supervisor, teams, small plant, tools & Equipment

All communication required with the project teams as Radios and / or cellular telephones for communication with CTC, flagmen, protection, supervisors and the Service Manager or his representatives.

d. **Current consumption per annum:**

- TFR RME currently has a year to year commitment for the last 10 years, from the TFR **Vryheid** Infra Depot to supply a Track Fetting Team between **Ermelo, Piet Retief and Vryheid**.
- The Teams are required to work on a daily basis as per the operational requirements of TFR, this will include 10/4 shifts and standby during these periods but can change to normal 5 day working weeks and some weekend overtime allowed with or without standby.

e. **Current suppliers and level of engagement with TFR (e.g. performance etc.):**

Based on the commitments received from TFR Infra Depots to RME there has been Sub-Contracts in place for the last 10 years to execute the Track Maintenance Testing work in this area. RME created spare capacity with these contracts to accommodate the growing workload.

f. **Duration of contract:**

The duration of the contract will be approximately 36 months from starting date.

g. **Area/s of deployment (e.g. National, Regional):**

Regional. **Vryheid Depot – Ermelo to Piet Retief to Vryheid**

h. **Functional Requirements**

Transnet Freight Rail-RME will assume that the *contractor* is a competent, professional body, updated with all the relevant rules, instructions and working methods and procedures to execute the works. Therefore all rework due to the lack of knowledge or expertise will be for the *contractor's* account

i. **Performance Requirements**

If applicable:

- Latest revisions of applicable SABS 1200 specifications and Transnet Capital Projects (Transnet Freight Rail-RME) Circulars, Specifications and Guidelines for off-track maintenance as E5 (Maintenance),
- E7/1&2 and Transnet Freight Rail Manual for track maintenance 2000,

Latest revisions of Transnet or Transnet Freight Rail circulars and specifications

- Specifications for track welding "SSS"
- Manual for Track Maintenance (2000)
- E10 - Specification for railway track work
- Construction rules & regulations
- S410 specification for railway earthworks - revision march 2006

j. Other Requirements

- All facilities, tools, equipment and personnel as required
- All plant, tools and equipment required under this agreement as well as the proper maintenance and control to keep these in proper working condition as to execute the Contract. Also keep records and proper management of Code 29 required for inspection by TFR RME Safety Officers.
- All Facilities and accommodation for their staff.
- Provision of site books per team: (triplicate book with duplication paper) one site instruction book for recording of site instructions issued by the Contract Manager. One daily diary book which will be kept updated daily with information of all available resources, productions, delays, etc. And signed by both the *Contractor's* and the Contract Manager's representatives at the end of each day. These records will assist with monthly measurements and payments.
- A DSTI booklet that must be completed before and after any work is executed. This is a legal document required under the Construction Law and Regulations.
- The *Contractor* shall supply and distribute fuel for all vehicle, plant, small plant and machinery used in the execution of the projects and maintain and service all equipment
- all communication required by radios and / or cellular telephones for communication

k. Technical Risk Identified:

l. Constraints:

- A yearly safety induction must be conducted for each employee by the TFR RME Safety Officer
- Site Instructions will only be valid if issued by a TFR RME Contract Manager or his representative with necessary delegation of authority.

m. Implementation Requirements:

- Site Access certificates must be issued by TFR, based on the Teams Safety file and compliance to all TFR, RME and Legal requirements.
- Before teams establish a full audit on compliance to all qualifications of employees, tools, equipment and vehicles will be done; this will also be done on a regular basis by the RME Contract Manager and/or his representative.

n. Environmental Impact Assessment (EIA):

Obtain written confirmation and signoff from TFR Enterprise Risk Management Department (Elekanyani Phundulu) on this procurement event and whether an EIA is necessary as well as the evaluation criteria (where necessary).

o. Health and Safety:

The *Contractor's* Supervisors and Welders must be accredited by Transnet Freight Rail and shall take full responsibility, on behalf of Transnet Freight Rail, for protection and safety. They must be in possession of a valid Ultrasonic Testing certificate as to execute his work. They will record daily, in the site diary, all relevant information and times when permission was granted to start and finish work and occupations. Their name, proof of qualification and C.V.'s, describing experience of the Supervisors must be provided with the tender

Machinery and occupational safety act 1993 (act 85 of 1993),

TFR RME VEHICLE, SUBSISTANCE ABUSE, SAFETY REWARD & INSTRUCTIONS ISSUED.

The *Contractor* will be the employer as defined in the abovementioned Act's and Transnet Policies

Safety and Protection of Workplaces:

Where required the *contractor* shall supply and adhere to the following:-

- 1.1. The *Contractor's* shall ensure that all his employees are equipped with neat and good quality protective clothing as prescribed by RME, which shall be worn at all times while executing work.
- 1.2. No work will commence before the DSTI Booklet have been completed on site for each task performed and all the Team Members has done a alcohol blow test, this is a legal requirement. Acceptable alcohol blow test equipment must be supplied by contractor and kept in serviceable condition and regular calibration certificates must be supplied.
- 1.3. Where and when required protection of workplaces will be done in accordance with the latest guidelines and circulars approved by Transnet Freight Rail.
- 1.4. Application for occupations of track, required during the execution of the work, must be motivated and applied for through the Transnet Freight Rail supervisor, at least one month prior to the required date.
- 1.5. The *Contractor* shall supply a trained person within the occupied works area to look out for trains and warning the workers by means of an audible device with a pitch higher than the noise of machines.
- 1.6. The *Contractor* must make allowance for all workers and supervisors to undergo the safety and electrical awareness courses and a general induction course supplied and funded by Transnet Freight Rail and RME. The duration is approximately two days and must be coordinated by RME safety officers. Only after all team members have successfully completed the courses and inductions the TFR production manager will issue site access certificates for the teams. A copy of the certificates must be kept by each team supervisor in his site file as proof of permission to work in the area if TFR security enquires.
- 1.7. Before any work is performed on or near the track the *Contractor's* staff shall obtain specific assurance from the person responsible for protection, that work may proceed.
- 1.8. The *Contractor's* staff shall comply with instructions issued by the Contract Manager or his representative regarding safety.