

## NEC3 Term Service Contract (TSC)

entered into by and between

### **Transnet SOC Ltd**

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

### **Pending**

Registration Number <%Agreement.CompanyRegistrationNo%>

(hereinafter referred to as the "*Contractor*")

<b>Description of the Works</b>	Provision of Track Team in the Richards Bay area on an "as and when" required basis
<b>Contract Number</b>	<b>RBV/CON/R001/2013</b>
<b>Start Date</b>	<b>5 July 2013</b>
<b>Completion Date</b>	<b>5 July 2014</b>

## Contents

**Number                      Heading**

### **The Tender**

#### **Part T1: Tendering Procedures**

- T1.1              Tender Notice and Invitation to Tender
- T1.2              Tender Data
- T1.3              CIDB Standard Conditions of Tender

#### **Part T2: Returnable Documents**

- T2.1              List of Returnable Documents
- T2.2              Returnable Schedules

### **The Contract**

#### **Part C1: Agreements and Contract Data**

- C1.1              Form of Offer and Acceptance
- C1.2              Contract Data (Parts 1 & 2)

#### **Part C2: Pricing Data**

- C2.1              Pricing Instructions
- C2.2              Activity Schedule / Bill of Quantities

#### **Part C3: Scope of Work**

- C3                Service Information.

#### **Part C4: Site Information**

- C4                Site Information

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## THE TENDER

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## PART T1: TENDERING PROCEDURES

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## T1.1: TENDER NOTICE & INVITATION TO TENDER

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## T1.1 Tender Notice and Invitation to Tender

Transnet SOC Ltd invites tenders for Provision of Perway Team in the Richards Bay area on an "as and when required basis".

Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.

Preferences are offered to tenderers who are BBBEE accredited by agencies that are registered with SANAS.

Only tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- Tenderers who have successfully done works of a similar nature before.
- Tenderers who are qualified Track Masters.
- Tenderers who are in a possession of a Train Working Rule and General Appendix Handbook, Permanent Way Handbook and other relevant documents.
- Tenderers who have a valid Blue Certificate for Perway Protection (renewed annually) and a valid Certificate for Safe Working under Overhead Conditions: 50kv, 25kv and 3kv.

The physical address for collection of tender documents is Transnet Freight Rail

Old Naval Base  
Commodore Close  
Meer-en-see  
Richards Bay  
3900

Documents may be collected during working hours after 09:00 and before 15:00 from Monday, 29 April 2013 till 09:00 on Wednesday, 15 May 2013 only

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

Mr. Eric Heath  
Tel No 035 905 3128  
Vax No. 086 749 5712  
Email eric.heath@transnet.net

A compulsory clarification meeting with representatives of the Employer will take place at Transnet Freight Rail, Old Naval Base, Commodore Close, Meer-en-see, Richards Bay Wednesday 15 May 2013 starting at 10:00 hrs.

The closing time for receipt of tenders is **12:00 hrs on Tuesday, 21 May 2013**. Telegraphic, telephonic, facsimile, e-mail and late tenders will not be accepted.

**Transnet will not accept any late bids. A bid is late if it is not placed in the relevant Tender Box or delivered by hand by the bidder or his courier to the relevant person indicated in the bid document by the closing time for such bid.**

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 urges Clients, Suppliers and Service Providers to report any acts of fraud and/or instances of corruption to Transnet's TIP-OFFS ANONYMOUS on 0800 003 056 or [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com).

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**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS**

**AND INTENTION TO TENDER**

(To be returned within 3 days after receipt)

FAX TO: Transnet Freight Rail

Project 000R

No.:

Vax No. 086 749 5712

Tender RBY/CON/R001/2013.

No.:

Attention: Eric Heath

Closing 12:00 Tuesday.

Date: 21 May 2013

**For: Provision of Track Team in the Richards Bay area on and "as and when" required basis**

**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 TELEFAX NUMBERS

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

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_



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## T1.2: TENDER DATA

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## T1.2 Tender Data (Alternative Method 2)

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](http://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 Employer is	Transnet SOC Ltd (Reg No. 1990/000900/30)
F.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)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 The Price List
Part C3: Scope of work	C3 Works Information
Part C4: Site information	C4 Site information
F.1.4 The Employer's agent is:	Transnet Freight Rail
Name:	Gert Ludick
Address:	Cnr North Reef and Jetpark Roads Elandsfontein
Tel No.	011-878 7166
Vax No.	086 675 7096 (Simoni De Lange)
E – mail	Gert.ludick@transnet.net

F1.6 The competitive negotiation procedure may be applied.

F1.6 Option A of the proposal procedure using the two stage-system shall be applied.

F.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:  
 1

- Tenderers who have successfully done work of a similar nature before.
- Tenderers who are qualified Track Masters.
- Tenderers who are in a possession of a train Working Rule and General Appendix Handbook, Permanent Way Handbook and other relevant documents.
- Tenderers who have a valid Blue Certificate for Perway Protection (renewed annually) and a valid Certificate for safe Working under Overhead Conditions: 50Kv, 25Kv and 3Kv.

#### Pre-Qualifying Quality (Functionality) Criteria

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 further consideration

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

Quality criteria	Sub-criteria	Maximum number of points
Quality Plan		15
Management and CV's of Key Persons		15
Health and Safety Plan		25
Previous Experience		25
Environmental Management Plan		20
<b>Maximum possible score for quality (W<sub>Q</sub>)</b>		<b>100</b>

Quality shall be scored by not less than three evaluators and averaged in accordance with the following schedules: (T2.2-7 Management and CV's of Key Persons

- T2.2-20 Quality Plan
- T2.2-21 Environmental Management Plan
- T2.2-22 Health and Safety Plan
- T2.2-25 Previous Experience

The minimum number of evaluation points for quality is : 60

The persons named in the Schedule of Key Persons of tenderers who satisfy the minimum quality criteria may 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 Five indicators – no response, poor,

satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to 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, unless scored collectively. (See CIDB Inform Practice Note #9)

**Note: Any tender not complying with all three of the above mentioned stipulations, numbered 1 to 3, will be regarded as non-responsive and will therefore not be considered for further evaluation**

F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>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.</p>
F.2.12	No alternative tender offers will be considered
F.2.13.5 F.2.15.1	<p>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:</p> <p>Location of tender box      Transnet Freight Rail</p> <p>Physical address:      Old Naval base                                         Commodore Close                                         Meer-en-see                                         Richards Bay.</p> <p>Identification details:      The tender documents must be submitted in a sealed envelope labelled with:</p> <ul style="list-style-type: none"> <li>▪ Name of Tenderer: (insert company name)</li> <li>▪ Contact person and details: (insert details)</li> <li>▪ The Tender Number: RBY/CON/R001/2013</li> <li>▪ The Tender Description: (insert)</li> </ul> <p>Documents must be marked for the attention of: The Contract Administrator: Mr Eric heath</p> <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.2.20 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.2.22 Return all retained tender documents within 28 days after the expiry of the validity period

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

1. an **original valid** Tax Clearance Certificate issued by the South African Revenue Services;
2. A valid SANAS or IRBA B-BBEE accreditation certificate, and
3. the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer

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 12:00 on 3 April 2013  
Location: Old Naval Base, Commodore Close, Meer-en-see, Richards Bay

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2.

F.3.13.7

The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of  $W_1$  is:

90 where the financial value inclusive of VAT of one or more responsive tenders received have a value in excess of R 1,000 000

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, 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 Tender offers will only be accepted if:

- a) the tenderer submits an **original valid** Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer submits a letter of intent from an insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
- 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;

- e) the tenderer does not appear on Transnet list for restricted tenderers.
- f) 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;
- g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- h) the Employer is reasonably 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.

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

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The additional conditions of tender are:

## 1. 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 Proposal (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

Clear targets are to be stipulated which will be achieved throughout the duration of the contract, and must be based on the pillars of Supplier development, such as:

- a) Job creation – indicate what direct jobs can be created, where and the cost thereof,
- b) Skills development - who will receive training, the type and the cost thereof,
- c) Local content – what percentage of the material/service costs will be procured from the local area (i.e. Local to a region), and what will be imported and the cost and relative to the contract value (percentage).
- d) Small business development – What percentage and costs will be used to procure goods/services from small local business (such as SME or EME)

All these pillars of supplier development needs to be investigated by the tenderer, and clearly indicated within the Supplier development plan submitted to Transnet.

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.

## 2.

*Such conditions should only be used on very rare occasions.*

*It is easier to use tender schedules for the purpose of soliciting information to be returned with the tender*

TRANSNET FREIGHT RAIL

ENQUIRY NUMBER: RBY/CON/R001/2013

DESCRIPTION OF THE WORKS: PROVISION OF TRACK TEAMS IN THE RICHARDS BAY AREA ON AN AS AND WHEN REQUIRED BASIS

*offer, including design details for design and build contracts. The conditions of tender state that all schedules shall be completed and submitted as part of the tender offer – Supplier Development requirements to be discussed and agreed with the Supplier Development specialist for inclusion*

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## T1.3: CIDB STANDARD CONDITIONS OF TENDER

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## T1.3 CIDB Standard Conditions of Tender

January 2009 Edition



As published in Annexure F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009

### F.1 General

#### F.1.1 Actions

**F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive.

**F.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.

**F.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.

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

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- F.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.
- F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- F.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 organisation 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 organisation which employs that employee.
  - b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
  - 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
  - e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
  - f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F.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.

**F.1.5 The employer's right to accept or reject any tender offer**

- F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

**F.1.6 Procurement procedures**

**F.1.6.1 General**

**DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS**

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Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

**F.1.6.2 Competitive negotiation procedure**

**F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.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.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh 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.

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

**F.1.6.3 Proposal procedure using the two stage-system**

**F.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.

**F.1.6.3.2 Option 2**

**F.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.

**F.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.

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

**F.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.

**F.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.

**F.2.2 Cost of tendering**

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.

**F.2.3 Check documents**

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

**F.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.

**F.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.

**F.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.

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.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.

**F.2.10 Pricing the tender offer**

**F.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 14 days before the closing time stated in the tender data.

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

**F.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.

DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

- F.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.

**F.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. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

- F.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.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.13 Submitting a tender offer**

- F.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, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.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.
- F.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.
- F.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.
- F.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.
- F.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.
- F.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.
- F.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.



**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

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- F.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.
- F.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.
- F.2.15 Closing time**
- F.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.
- F.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.
- F.2.16 Tender offer validity**
- F.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.
- F.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.
- F.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.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.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 F.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.
- F.2.18 Provide other material**
- F.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.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.
- F.2.19 Inspections, tests and analysis**

**DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS**

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

**F.2.20 Submit securities, bonds, policies, etc.**

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.

**F.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.

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

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.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.

**F.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 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 drew documents.

**F.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.

**F.3.4 Opening of tender submissions**



**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

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- F.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.
- F.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, preferences claimed and time for completion for the main tender offer only.
- F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.
- F.3.5 Two-envelope system**
- F.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.
- F.3.5.2** Evaluate the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
- F.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.
- F.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.
- F.3.8 Test for responsiveness**
- F.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.
- F.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

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

**F.3.8.3** 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.

**F.3.9 Arithmetical errors, omissions and discrepancies**

**F.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.

**F.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 F.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.

**F.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.

**F.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.

**F.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.

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.

- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.3 Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NP$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

**F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
*NP* is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  
*NQ* is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.6 Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

**F.3.11.7 Scoring Financial Offers**

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

$$NFO = W1 \times A$$

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

*W1* is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + (P - P_m))$	$A = P / P_m$

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

		$P_m$	
2	Lowest price or percentage commission / fee	$A = (1 + (\frac{P - P_m}{P_m}))$	$A = P_m / P$

<sup>a</sup>  $P_m$  is the comparative offer of the most favourable comparative offer.

$P$  is the comparative offer of the tender offer under consideration.

**F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9 Scoring quality**

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where:  $SO$  is the score for quality allocated to the submission under consideration;  
 $MS$  is the maximum possible score for quality in respect of a submission; and  
 $W2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.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.

**F.3.13 Acceptance of tender offer**

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, 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,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

**F.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.

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

**F.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.

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.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.

**F.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.



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PART T2: RETURNABLE  
DOCUMENTS

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**“PREVIEW COPY ONLY”**

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## T2.1: LIST OF RETURNABLE DOCUMENTS

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## **T2.1 List of Returnable Documents**

### **1. Returnable Schedules**

T2.2-1	Changes to tender documents
T2.2-4	Availability of equipment and other resources
T2.2-7	Management & CV's of Key Person
T2.2-8	Schedule of proposed Subcontractors/consultants
T2.2-9	Insurance provided by the Contractor
T2.2-14	Authority to submit tender
T2.2-15	Certificate of attendance at tender clarification meeting
T2.2-16	Record of addenda to tender documents
T2.2-17	Compulsory Enterprise Questionnaire
T2.2-20	Quality Plan
T2.2-21	Environmental Management Plan
T2.2-22	Health and Safety Plan
T2.2-24	Capacity and ability to meet delivery schedule
T2.2-25	Previous Experience
T2.2-27	Broad-Based Black Economic Empowerment (BBBEE)
T2.2-31	Supplier Code of Conduct
T2.2-33	Mutual Non-Disclosure Agreement
T2.2-38	Declaration of Understanding (Environmental Health & Safety)

**This schedule is required for payment purposes only:**

T2.2-34	Supplier Declaration Form
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### **2. C1.1 Offer portion of Form of Offer & Acceptance**

### **3. C1.2 Contract Data Part 2: Data by Contractor**

### **4. C2.2 Price List**

“PREVIEW COPY ONLY”

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## T2.2: SCHEDULES

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DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN"  
REQUIRED BASIS

## T2.2-1: Changes to Tender Document

Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.

Do not return this schedule if no alternative tender is submitted.

The Conditions of Tender state that the tenderer may:

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

Document No.	Subject of the proposed change	Propose to change to:

Signed

Date

Name

Position

Tenderer

Tenderers to submit a list of all Equipment and other resources that he proposes to use to execute the work as described in the Works Information, as well as the availability and details of ownership for each item.

[illegible]

Tenderer

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## T2.2-7: Management & CV's of Key Persons – ECC<sup>1</sup>

Please describe the management arrangements for the *works*.

Submit the following documents as a minimum with your tender document:

1. An organisation chart showing on site and off-site management (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)
2. CV's for people proposed for all identified posts including Safety Officer and Quality Assurance Representative.
3. Details of the location (and functions) of offices from which the *works* will be managed.
4. Details of the experience of the staff who will be working on the *works* with respect to:
  - Working with the NEC3 Engineering and Construction Contract Option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful.
5. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

**Attached submissions to this schedule:**

.....

.....

.....

.....

.....

.....

Signed

Date

Name

Position

Tenderer

<sup>1</sup>NEC3 Engineering & Construction Contract (June 2005)(amended June 2006).

## T2.2-8: Schedule of Proposed Subcontractors / sub consultants

We notify you that it is our intention to employ the following subcontractors / sub consultants for work in this contract.

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

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

Signed

Date

Name

Position

Tenderer

DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## T2.2-9: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006) 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
Loss of or damage to the <i>works</i> , Plant and Materials			
Loss of or damage to Equipment			
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract.			
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
(Other)			

Signed

Date

Name

Position

Tenderer

**DESCRIPTION OF THE WORKS:** : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## T2.2-14: 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 of \_\_\_\_\_, 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



**DESCRIPTION OF THE WORKS:** : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## 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.

**DESCRIPTION OF THE WORKS:** : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## 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

DESCRIPTION OF THE WORKS: : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN"  
REQUIRED BASIS

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## D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

“PREVIEW COPY ONLY”

DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## T2.2-15: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Tenderer)

of

(address)

was represented by the person(s) named below at the compulsory tender clarification meeting

Held at:	Richards Bay	
On (date)	15 May 2013	Starting time: 10:00

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Service Manager* to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

**Particulars of person(s) attending the meeting:**

Name

Signature

Capacity

Name

Signature

Capacity

**Attendance of the above persons at the meeting was confirmed by the procuring organisation's representative as follows:**

Name

Signature

Capacity

Date & time

DESCRIPTION OF THE WORKS: : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN"  
REQUIRED BASIS

## T2.2-16 : Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

DESCRIPTION OF THE WORKS: : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN"  
REQUIRED BASIS

## T2.2-17 : Compulsory Enterprise Questionnaire

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

**Section 1: Name of enterprise:** . . . . .

**Section 2: VAT registration number, if any:** . . . . .

**Section 3: CIDB registration number, if any:** . . . . .

### Section 4: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

### Section 5: Particulars of companies and close corporations

Company registration number . . . . .

Close corporation number . . . . .

Tax reference number . . . . .

**DESCRIPTION OF THE WORKS:** : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## Section 6: Record in the service of the state

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

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

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

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

\*insert separate page if necessary



**DESCRIPTION OF THE WORKS:** : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

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

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

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

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

\*insert separate page if necessary

DESCRIPTION OF THE WORKS : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN"  
REQUIRED BASIS

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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

DESCRIPTION OF THE WORKS: : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## T2.2-20: Quality Plan

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Works Information and should include but not be limited to:

1. Project Quality Plan for the contract.
2. The Contractor's Quality Policy.
3. Index of procedures to be used during the contract.
4. Audit Schedule for internal and external audits during the contract.
5. ISO 9001 certification.
6. Typical Quality Manual.
7. Typical Quality Control Plan.
8. Typical data book index.

**Attached submissions to this schedule:**

PREVIEW COPY ONLY

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Signed

Date

Name

Position

Tenderer

DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## T2.2-21: Environmental Management Plan

1. The tenderer must provide their environmental management policy and standard environmental management plan describing relevant roles and responsibilities, and how potential environmental impacts will be identified and managed including the monitoring and recording thereof.

The following documents are key -

- 1) Transnet SOC Limited – SHEQ Policy,
- 2) TCP – HSE Policy,
- 3) TCP-ENV-STD-001 Rev 0 Construction Environmental Management Plan (CEMP); and
- 4) TCP-ENV-STD-002 Rev 0 Standard Environmental Specifications (SES).
- 5) Transnet Freight Rail Environmental Management Plan (EMP) for Rail Infrastructure Maintenance (Shutdown & General Maintenance) March 2012
- 6) Transnet Environmental Management Plan: Civil and Electrical Construction Work
- 7) TFR Environmental Management Guidelines and Specifications for Railways Rev Perway 14-07-2011

2. By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statements and environmental specifications.
3. The tenderer must demonstrate the required level of expertise and experience for the overall Management of the construction environmental management process.
4. Organisational charts and key safety, health and environmental (SHE) staff CVs showing staff competencies, together with qualifications.
5. The tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual, including its own environmental management policy, as part of the overall quality management system.
6. 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 **policy statements and environmental specifications**.

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

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

<b>Poor</b> (score 40)	Environmental Management Plan unlikely to ensure compliance with stated <i>Employer's Works Information</i>
<b>Satisfactory</b> (score 70)	Environmental Management Plan possibly able to ensure compliance with stated <i>Employer's Works Information</i>
<b>Good</b> (score 90)	Environmental Management Plan likely to ensure compliance with stated <i>Employer's Works Information</i>
<b>Very good</b> (score 100)	Environmental Management Plan most likely to ensure compliance with stated <i>Employer's Works Information</i>

Attached submissions to this schedule:

Signed

Date

Name

Position

Tenderer

## **T2.2-22: Health and Safety Plan**

Submit the following documents as a minimum with your tender:

1. Valid letter of good standing with insurance body.
2. Roles and responsibilities of legal appointees.
3. Safety Officer role and responsibility.
4. Safety, Health & Environmental Policies.
5. Overview of Tenderer's SHE system for project.
6. Overview of RA process and examples.
7. List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
8. Six months synopsis of SHE incidents, description, type and action taken.
9. Overview of selection process of subcontractors.
10. SHE challenges envisaged for the project and how they will be addressed and overcome.
11. Signed statement acknowledging receiving and budget provision for SHE pack requirements.
12. Complete and return with tender documentation the Contractor Safety Questionnaire (Attachment No 8) included in the Health and Safety Specification TCP-HAS-STD-0001 Rev 00.
13. Construction Safety File (Index).
14. Construction Safety Work Method Statement

ONLY

Date \_\_\_\_\_

## Position

## Tenderer

**DESCRIPTION OF THE WORKS:** : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## T2.2-24: Capacity and Ability to meet Delivery Schedule

### Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that he has sufficient current and future capacity to carry out the work as detailed in the Works Information and that he has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature
- Current and future work on his order book, showing quantity and type of equipment
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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.....

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.....

.....

Signed

Date

Name

Position

Tenderer



**Note to tenderers:**

Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of, their design, installation and commissioning capability.

**Index of documentation attached to this schedule:**

Signed

Date \_\_\_\_\_

Name

## Position

Tenderer

## **T2.2-27: Broad-Based Black Economic Empowerment (B-BBEE)**

### **B-BBEE and preferencing scheme:**

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme 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 local business 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 tender responses. Transnet will accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended), to companies who provide a B-BBEE Accreditation Certificate. All procurement and disposal transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective suppliers to submit tenders for its various capital expenditure programmes, it urges tenderers (Large Enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies approved by SANAS (the South African National Accreditation Systems, under the auspices of the Department of Trade and Industry)

In terms of Government Gazette No 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only B-BBEE Accreditation Certificates issued by SANAS approved Verification Agencies will be valid.

**\*All certificates are to display the BBEE Verification Agency Body Name, SANAS Logo and BVA Body number.**

Enterprises will be rated by such agencies based on the following:

**a) Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all seven elements of the B-BBEE scorecard

**b) Qualifying Small Enterprises – QSE (i.e annual turnover between R5 million and R35 million):**

- Rating based on any four of the elements of the B-BBEE scorecard

**c) Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million):**

- EMEs are exempted from B-BBEE accreditation

**DESCRIPTION OF THE WORKS :** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

- Automatic rating of Level 4 B-BBEE irrespective of race of ownership, i.e. 100% B-BBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 B-BBEE, i.e. 110% B-BBEE recognition
- EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

In addition to the above, tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to B-BBEE companies, must state in their tenders the percentage, of the total contract value that will be allocated to such B-BBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such B-BBEE JV-partners and / or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the tender response to enable Transnet to evaluate / adjudicate all tenders received on a fair basis.

Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for B-BBEE.

Turnover: Kindly indicate your company's annual turnover for the past year

ZAR.....

- If annual turnover <R5m, please attach audited financials.
- If annual turnover >R5m, please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

In addition to the accreditation certificate, Transnet also requires that tenderers register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's ("DTI") National B-BBEE IT Portal and Opportunities Network and **provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.**

Transnet will use the DTI B-BBEE IT Portal as a single data source for its B-BBEE supplier selection criteria and procurement improvement programme by tracking compliance, understanding spend and by sourcing future procurement opportunities.

**1. Instructions for registration and obtaining a DTI B-BBEE Profile:**

1. Go to <http://bee.thedti.gov.za>
2. Click on B-BBEERegistry
3. Click on *Register or Login*
4. Click on *Click Here to Register*

DESCRIPTION OF THE WORKS: : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

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5. Complete the registration page

6. Once registered, click on *List on Registry*

7. Follow all 'on-screen' and e-mailed instructions to submit your documentation and obtain your Profile

## **Socio-Economic Obligations for Foreign Tenderers:**

Foreign tenderers, who do not have local agencies or other corporate representation in South Africa, will not be evaluated in terms of the B-BBEE requirements but will fall under the associated South African Government's initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which can be viewed at the Railways and Harbours Supply Chain Association's website, [www.rhsupplychain.com](http://www.rhsupplychain.com)

A 10% preference system (i.e. equivalent to the B-BBEE preference points above) will be allocated for the evaluation of a tenderer's offer under its socio-economic obligations in relation to the CSDP.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-31 : 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.

**DESCRIPTION OF THE WORKS:** : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

- 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.

**DESCRIPTION OF THE WORKS:** : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

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### **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

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## T2.2-33: Mutual 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 Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

and

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

### 1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the provision of perway team in the Richards Bay area on an "as and when" required basis ("the Purpose"). Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

### 2. Definition

**"Confidential Information"** means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

### 3. Exclusions

Confidential Information does not include information, technical data or know-how which:

- 3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;



**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

- 3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- 3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- 3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- 3.5. is approved for release by the disclosing party in writing.

**4. Non-Disclosure of Confidential Information**

- 4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- 4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

**5. Promotion of Access to Information Act, No.2 of 2000**

- 5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- 5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- 5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

- 5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

## **6. Non-Solicitation**

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

## **7. Mandatory Disclosure**

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

## **8. Variation, Addition or Cancellation**

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

## **9. No License Granted**

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

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## **10. No Representations**

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

## **11. Term**

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

## **12. Miscellaneous**

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

## **13. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

## **14. Disputes**

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

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## 15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed

Date

Name

Position

Tenderer

DESCRIPTION OF THE WORKS : PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## T2.2-38 : DECLARATION OF UNDERSTANDING

<b>PROJECT NAME:</b>		<b>DOCUMENT NO:</b>	
<b>PROJECT NO:</b>		<b>DATE:</b>	
<b>CONTRACTOR:</b>		<b>CONTRACT NO:</b>	

I,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Representing)

Declare that I have read and understood the contents of the Standard Environmental Specifications: (TCP-EM-STD-001, the Construction Environmental Management Plan (TCP-EM-STD-002), Transnet Freight Rail Environmental Management Plan: Civil and Electrical Construction and the Occupational Health & Safety Act and Regulations.

I also declare that I understand my responsibilities in terms of enforcing and implementing the Environmental Specifications for the aforementioned Contract.

Signed	Signature	Date
Place		
Witness 1:	Signature	Date
Witness 2:		

## T2.2-34: Supplier Declaration Form

### Transnet Supplier Declaration / Application

#### THE FINANCIAL DIRECTOR OR COMPANY SECRETARY:

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

- Complete the "Supplier Declaration Form" (SDF) on all pages of this letter
- Original cancelled cheque OR certified letter from the bank verifying banking details (with bank stamp and on bank letterhead)
- Certified** copy of Identity document of Shareholders / Directors / Members (where applicable)
- Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
- Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
- A letter with the company's letterhead confirming physical and postal addresses
- Original** or **certified** copy of SARS Tax Clearance certificate and VAT registration certificate
- A **certified** signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND / OR** BBBEE certificate and detailed scorecard from a SANAS accredited rating agency.
- Complete the Transnet Supplier Code of Conduct form on the following website: [www.transnet-supplier.net](http://www.transnet-supplier.net)
- Certified** (valid) IRP 30 exemption certificate
- A **certified** copy of a recent months EMP 201 form
- A **Certified** declaration that at least 3 employees are on a full time basis
- An affidavit or solemn declaration duly signed in terms of 80% of income

**NB: Failure to submit the above documentation will delay the vendor creation process.**

Where applicable, the respective Transnet Operating Division processing your application may request further information from you.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

#### IMPORTANT NOTES:

- If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND / OR** BBBEE certificate and detailed scorecard from a SANAS accredited rating agency, should you feel you will be able to attain a better BBBEE score.
- If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.
- No payments can be made to a vendor until the** vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- From 1 February 2011 only BBBEE certificates issued by SANAS accredited verification agencies will be valid.

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

Document Name: Vendor Master\_Trade Vendor Management Procedure (Revised)

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

Page 1 of 12

T2.2-34: Supplier Declaration Form



### i) Supplier Declaration Form

Company Trading Name										
Company Registered Name										
Did your company previously operate under another name?							Yes		No	
If YES state the previous name below										
Trading Name										
Registered Name										
Company Registration Number Or ID Number If A Sole Proprietor										
Form of entity		CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor			
Is your company VAT Registered?		Yes		No		Exempt				
If Yes, state VAT Registration Number										
If No or Exempt, state reason										
Bank Name						Bank Account Number				
Company Physical Address								Code		
Company Postal Address								Code		
Company Telephone number										
Company Fax Number										
Company E-Mail Address										
Company Website Address										
Contact Person										
Designation										
Telephone										
Email										
Last Financial Year Annual Turnover		<R1Million		R1-R5Million		R5-R35Million		>R35Million		
Indicate using a 'X' the business sector in which your company is involved / operating										
Agriculture										
Manufacturing										
Electricity, Gas and Water										
Retail, Motor Trade and Repair Services										
Catering, accommodation and Other Trade										
Community, Social and Personal Services										
Mining and Quarrying										
Construction										
Finance and Business Services										
Wholesale Trade, Commercial Agents and Allied Services										
Transport, Storage and Communications										
Other (Specify)										

## ii) Category of Supplier

The following information needs to be completed by the supplier to determine which category of supply to follow.

Company Trading Name			
Company Registered Name			
<b>A. Are you a supplier of goods and / or products?</b>	Yes		No
If yes, what goods and / or products are being supplied?			
<b>B. Are you a supplier of service and / or labour?</b>	Yes		No
If yes, what service and / or labour are being supplied?			

**NB:** If your answer to Question A is "YES", the supplier is not subject to Employees' Tax. The supplier is to be captured as a **TRADE VENDOR** via the **PROCUREMENT OFFICE** and referred to the Accounts Payable Department for payment. You will be required to attach supporting documents 1 -12 from the checklist.

If your answer to Question B is "YES", please answer the questions below:

	Yes	No
<b>1.1.</b> Is the service provider a natural person (i.e. labour broker) who supplies Transnet with other persons to render services, or perform work for Transnet, and who is remunerated by the service provider?		
<b>1.2.</b> Is the service provider a natural person (i.e. contractor) who supplies services to Transnet?		
<b>1.3.</b> Is the service provider a company, close corporation or trust who supplies Transnet with services or labour?		

- If the answer to question 1.1 is "YES" the service provider has to complete **ANNEXURE A** of the Supplier Declaration Form. Please attach supporting documents 1-13 from the checklist
- If the answer to question 1.2 is "YES" the service provider has to complete **ANNEXURE B** of the Supplier Declaration Form. Please attach supporting document 1-12, 14 -15 from checklist
- If the answer to question 1.3 is "YES" the service provider has to complete **ANNEXURE C** of the Supplier Declaration Form. Please attach supporting documents 1-12, 14-16 from checklist

BBBEE Ownership Details			
Does your company have a valid BBBEE certificate?		Yes	No
What is your broad based BEE status (Level 1 to 9 / Unknown)			
Majority Race of Ownership			
% Black Ownership		% Black women ownership	% Disabled person(s) ownership
Transnet Contact Person			
Contact number			
Transnet operating division			

Duty 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	

## Internal Transnet Departmental Questionnaire

Document Name: Vendor Master\_Trade Vendor Management Procedure

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

Page 3 of 12

T2.2-34: Supplier Declaration Form



Company Trading Name	
Company Registered Name	

**To be completed by the Transnet Requesting / Sourcing Department**

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

**Internal Sign-Off if Vendor is exempt or not Registered for VAT (Group Tax Department)**

Name		Designation	
Signature		Date	

Service Provider	Deduct Tax	No Tax	Department Responsible for Payment
Labour broker without IRP30 exemption certificate			
Labour broker with IRP30 exemption certificate			
Personal Service Provider			
Independent Contractor			
None of the above apply, state reason:			

**A. Internal Document Checklist**

Document List	Yes / No
1) Complete Supplier Declaration Form (SDF)	
2) Verification of banking details	
3) Original cancelled cheque or	
4) Letter from the bank (with bank stamp)	
5) Certified copy of identity document of Shareholders / Directors / Members	
6) Certified copy of certificate of incorporation	
7) Certified copy of share certificates of Shareholders	
8) A letter with the company's letterhead confirming physical and postal addresses	
9) Original or certified copy of SARS Tax Clearance certificate and VAT registration certificate	
10) Confirmation of most recent annual turnover and percentage black ownership	
11) Signed letter from the Auditor / Accountant ; AND / OR BBBEE certificate and detailed scorecard from Accredited rating agency (ABVA Member)	
12) Completed Transnet Supplier Code of Conduct form and proof of submission (www.transnet-suppliers.net)	
13) Valid IRP 30 exemption certificate (Annexure A)	
14) A copy of a recent months EMP 201 form (Annexure B & C)	
15) Declaration that at least 3 employees are on a full time basis (Annexure B & C)	
16) Declaration in terms of 80% of income (Annexure C)	

Make a difference, if you aware of any corruption and fraudulent activities in Transnet please contact Tipp-Off

Anonymous

Hotline:

0800 003 056

Fax:

0800 007 788

Email:

Transnet@tip-offs.com

Website:

[www.transnet.net](http://www.transnet.net) and click on the Tip – offs Anonymous link

Post:

Tip-offs Anonymous, Freeport DN 298, Umhlanga Rocks, 4320

Document Name: Vendor Master\_Trade Vendor Management Procedure

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

Page 4 of 12

T2.2-34: Supplier Declaration Form

## Annexure A

Company Trading Name	
Company Registered Name	

In order for Transnet not to classify you as a "labour broker" as defined in the Fourth Schedule to the Act, you need to provide Transnet with a valid IRP 30 exemption certificate.

	Yes	No
<p>1. Do you have a valid IRP 30 exemption certificate?</p> <p>If "yes", you will not be regarded as an "employee" for employees' tax purposes. Payments made to you will not be subjected to PAYE, UIF or SDL.</p> <p>If "no", you will be regarded as an "employee" for employees' tax purposes. Payments made to you will be subject PAYE, UIF and SDL. Normal tax tables will apply</p>		

### For admin purposes only:

	Yes	No				
Labour broker exempt therefore not an employee and no PAYE to be deducted (Accounts Payable)						
Labour broker without an IRP 30 exemption certificate therefore regarded as an employee and PAYE must be withheld (HR / Payroll)						
Certified copy of IRP30 exemption certificate received?						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Name</td> <td style="width: 50%; padding: 2px;">Signature</td> </tr> <tr> <td style="padding: 2px;">Position</td> <td style="padding: 2px;">Date</td> </tr> </table>	Name	Signature	Position	Date		
Name	Signature					
Position	Date					

## Annexure B

Company Trading Name	
Company Registered Name	

In order for Transnet to determine whether you are an "independent contractor" as defined in the Fourth Schedule to the Act, you are required to answer the following questions by marking the appropriate column with an X. The answers supplied will be used to determine whether Transnet is obliged to deduct employees' tax from any payment due to you.

	Yes	No
<p>1.) Do you employ three or more full-time employees (excluding "connected persons" in relation to yourself)?</p> <p>If "yes", please provide the following documentation;</p> <ul style="list-style-type: none"> <li>— A copy of a recent months EMP 201 form;</li> <li>— A declaration that at least 3 employees are on a full time basis engaged in the business of rendering the services and are not connected persons.</li> </ul> <p>If the above documentation is provided, payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to questions 2 and 3. If "no", please proceed to question 2.</p>		
<p>2.) Will you render your services mainly at the premises of Transnet?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL. No need to proceed to question 3. If "yes", please proceed to question 3.</p>		
<p>3.) Will you be working under the supervision and control of Transnet as to the manner in which your duties are performed or as to the hours you are required to work?</p> <p>If "no", you will be regarded as an independent contractor for employees' tax purposes. Payments made to you will not be subject to PAYE, UIF or SDL.</p> <p>If "yes", you will not be regarded as an independent contractor for employees' tax purposes and payments to you will be subject to employees' tax. Normal tax tables will apply.</p>		
<p>4.) Is the contractor required to work for a period of 22 hours or more per week?</p> <p>If the answer is "yes" the person will be regarded as being in standard employment and payments made to employee will be subject to employees' tax in accordance with the tax tables for natural persons.</p>		
<p>5.) Is the contractor required to work at least 5 hours a day, but Transnet will not pay the contractor more than R208 for that day? If the answer is "yes" employees' tax should not be withheld.</p>		
<p>6.) Will the contractor be working for less than 22 hours for Transnet, but Transnet will be their only employer?</p> <p>If the answer is "yes" a written declaration should be supplied to Transnet to the effect that Transnet will be the only employer of the contractor. The contractor is in standard employment and employees' tax needs to be withheld in accordance with the tax tables for natural persons.</p>		
<p>7.) Will Transnet expects the contractor to work for a period of less than 22 hours per week? If the answer is "yes" the contractor is in non-standard employment and employees' tax needs to be withheld at a flat rate of 25%.</p>		
<p>8.) Will the contractor be allowed to work for any other employer while performing duties for Transnet? If the answer is "no" the contractor needs to provide Transnet with a written declaration to the effect that Transnet is its only employer. If contractor can supply such declaration it will be regarded as being in standard employment and employees' tax must be calculated in accordance with the tax tables for natural persons.</p>		

For admin purposes only:

Company Trading Name				
Company Registered Name				
			Yes	No
Independent contract – Not a employee, therefore no PAYE to be deducted (Accounts Payable)				
Not an independent contractor – Regarded as an employee, therefore PAYE must be withheld (HR / Payroll)				
Declaration in term of 3 or more employee's received?				
If not an independent contractor determine whether in standard employment or non-standard employment				
Name		Signature		
Position		Date		

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**Document Name:** Vendor Master\_Trade Vendor Management Procedure

**Classification:**

**Date:** 16 January 2011

PRO-FAT-0202 Rev03

**REF:**

**Revision:** Version 4.1

**Page** 7 of 12

T2.2-34: Supplier Declaration Form

# Annexure C

Company Trading Name	
Company Registered Name	

In order for Transnet to evaluate whether the supplier is a "Personal Service Provider" as defined in the Fourth Schedule to the Act, the supplier must answer the following questions by marking the appropriate column with an X. The answers supplied will be used to determine whether Transnet is obliged to deduct employees' tax from any payment due to the supplier.

	Yes	No
<p>1.) Does your company / close corporation or trust employ three or more full-time employees (other than shareholders, members or connected persons) on a full time basis?</p> <p>If "yes" please provide the following documentation;</p> <ul style="list-style-type: none"> <li>- A copy of a recent months EMP 201 form;</li> <li>- A declaration that at least 3 employees are on a full time basis engaged in the business of rendering the services and are not connected persons).</li> </ul> <p>If the above documentation is provided, payments to be made will not be subject to PAYE, UIF or SDL. No need to complete questions 2 – 7.</p> <p>If the above documentation cannot be provided, please continue in completing this form. If the answer is "no", please proceed to the next question.</p>		
<p>2.) Where your organisation is a company, will a shareholder (20% or more) or a "connected person" in relation to such shareholder(s) provide the services to Transnet?</p> <p>Where your organisation is a close corporation, will a member or a "connected person" in relation to such member(s) provide the services to Transnet?</p> <p>Where your organisation is a trust, will a beneficiary or a "connected person" in relation to such trust provide the services to Transnet?</p> <p>If your answer is "yes" to any one of the above questions, you need to complete each of the remaining questions.</p> <p>If your answer is "no", the payments made to the company will not be subject to PAYE, UIF or SDL.</p>		
<p>3.) Would the person supplying the services to Transnet be regarded as an employee of Transnet if the services were rendered directly to Transnet, notwithstanding that the services are rendered via a company, close corporation or trust?</p> <p>If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company, close corporation or trust are subject to PAYE and SDL. If the answer is "no", please continue in completing this form.</p>		
<p>4.) Will the person rendering the services to Transnet render such services mainly at the premises of Transnet and will such person be working under the supervision and control of Transnet as to the manner in which such person's duties are performed?</p> <p>If the answer is "yes", the company / close corporation or trust is a "personal service provider" and payments made to the company / close corporation or trust are subject to PAYE and SDL.</p> <p>If the answer is "no" please continue in completing this form.</p>		
<p>5.) Will your company / close corporation or trust derive more than 80% of its income during the year of assessment from any one client?</p> <p>If the answer is "yes" the company / close corporation or trust is a "personal service provider" and payments to the company / close corporation or trust be will be subject to PAYE and SDL. If the answer is "no", you should provide Transnet with a written declaration. If a written declaration is provided, no employees' tax will be deducted from payments to be made the company / close corporation or trust.</p>		

Document Name: Vendor Master\_Trade Vendor Management Procedure

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

Page 8 of 12

T2.2-34: Supplier Declaration Form

For Admin purpose only:

Company Trading Name			
Company Registered Name			
Personal Service Provider – Not regarded as an employee, therefore no PAYE to be deducted (Accounts Payable)			
Personal Service Provider regarded as an employee, therefore PAYE must be withheld (HR / Payroll)			
Declaration in terms of 3 or more employee's received?			
Declaration in terms of 80% of income?			
Name		Signature	
Position		Date	

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## 1.1 Supporting Documents Required

The table below contains a list of compulsory documentation in relation to the each type of Trade Vendor:

Vendor Documents required									
	Company Registration	Proof of Ownership	Proof of Bank Solvency	Income Tax	Vat registration	Company Name Change	Proof of Address	Proof of communication	Proof of BBBEE
Sole Proprietor	ID document of Individual	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Close Corporation - CC	CK 1 (Close Corporation Founding Statement)	Shareholdings Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK2 (Amended Founding Statement)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Partnership	Letters stating Partners with ID numbers	Partnership agreement	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Public Company - LTD	CK documents (CM1 & CM29)	Shareholders Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Private Companies - (PTY) LTD	CK documents (CM1 & CM29)	Shareholders Identity documents	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate

Document Name: Vendor Master\_Trade Vendor Management Procedure (Revised)

Classification:

Date: 16 January 2011

PRO-FAT-0202 Rev03

REF:

Revision: Version 4.1

Page 10 of 12

T2.2-34: Supplier Declaration Form

Business Trust	Deed of Trust – Trust agreement	Clear copy of Trustees Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and/or BBBEE certificate
Non-Profit Organizations (NPO)	CK documents (CM1 & CM29)	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Incorporated company – INC	CK documents (CM1 & CM29)	Clear copy of Owner's Identity document	Original Certified letter from Bank with bank stamp and / or original cancelled cheque	A valid certified original Tax Clearance Certificate	If registered for VAT – Vat 103 certificate	CK documents (CM1, CM9, CM29)	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Partnership (Government Institutions (i.e. Municipalities, LAWM, etc.)	Certified Letter head / Certified invoice	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Letterhead / Certified invoice	A valid certified original Tax Clearance Certificate / Certified letterhead / Certified invoice	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
Educational Institution (e.g. Universities, colleges, schools)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate





Specialized Professions (E.g. Professional Engineers, Doctors, Specialists, etc.)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate
General Institutions (e.g. banks)	CK documents / Certified Letter head	N/A	Original Certified letter from Bank with bank stamp and / or original cancelled cheque / Certified Letterhead	A valid certified original Tax Clearance Certificate / certified letterhead	If registered for VAT – Vat 103 certificate / certified letterhead	N/A	Letterhead confirming physical and postal addresses	Letterhead confirming telephone, fax and e-mail	A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership and / or BBBEE certificate

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Document Name: Vendor Master\_Trade Vendor Management Procedure

REF:

Classification:

Revision: Version 4.1

Date: 16 January 2011

Page 12 of 12

PRO-FAT-0202 Rev03

T2.2-34: Supplier Declaration Form

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## THE CONTRACT

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## CONTRACT DOCUMENTS

**Form of Offer & Acceptance**

**Contract Data**

Part One – Data provided by the *Employer*

Part Two – Data provided by the *Contractor*

**Conditions of Contract** (3<sup>rd</sup> Edition – available separately)

**Prices**

**Service Information**

**Appendices**

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# PART C1: AGREEMENT & CONTRACT DATA

---

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## C1.1: FORM OF OFFER & ACCEPTANCE

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DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## 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 Perway Team in the Richards Bay Area on an "as and when" required basis

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)	

If Option E applies, for each offered total insert in brackets, "(Not Applicable – Cost reimbursable)"

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

DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date 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 Limited  
Old Naval Base, Commodore Close,  
Meer-en-see, Richards Bay

Name &  
signature of  
witness

Date

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

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

### 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)*

Transnet SOC Limited  
Old Naval Base, Commodore Close,  
Meer-en-see, Richards Bay

Name &  
signature  
of witness

Date



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## C1.2: CONTRACT DATA

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DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## C1.2 Contract Data

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

Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for each statement however other clauses may also use the same data.

Rows containing the statement and data for options in the core clauses and for main & secondary option clauses, according to the options chosen, are identified by shading in the left-hand column.

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: <b>Priced contract with price list</b>
	dispute resolution Option	W1: <b>Dispute resolution procedure</b>
	and secondary Options	X19: <b>Task Order</b>
	of the NEC3 Term Service Contract (June 2005) <sup>1</sup> (and amendments June 2006)	

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Carlton Centre 150 Commissioner Street Johannesburg</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Freight Rail Old Naval Base, Commodore Close Meer-en-see, Richards Bay 3900</b>
	Tel No.	<b>035-905 3128</b>
	Fax No.	<b>086-749 5712</b>
10.1	The <i>Service Manager</i> is (name):	<b>Alfred van der Walt</b>
	Address	<b>237 Mahatma Gandhi Road, Point, Durban.</b>
	Tel	<b>031-361 1697</b>
	Fax	<b>031-361 1785</b>
	e-mail	<b>Alfred.vanderwalt@transnet.net</b>
11.2(2)	The Affected Property is	<b>In Richards Bay Area</b>
11.2(13)	The <i>service</i> is	<b>The Provision of Perway Team in the Richards Bay Area on an 'as and when' required basis</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• <b>Fire Hazards</b></li> <li>• <b>Working under and adjacent to live OHTE lines</b></li> <li>• <b>Working in confined spaces</b></li> <li>• <b>Limited access</b></li> <li>• <b>Unknown underground services</b></li> <li>• <b>Working with and amongst others</b></li> </ul>
11.2(15)	The Service Information is in	<b>Part C 3: The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 (two) weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	(If the optional statement for this section is not used, no data will be required for this section)
<b>21.1</b>	The <i>Contractor</i> submits a first plan for acceptance within	<b>1 (one) week of the Contract Date</b>

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

3	Time															
30.1	The <i>starting date</i> is.	5 July 2013														
30.1	The <i>service period</i> is	12 (twelve) Months after Contract Date														
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i> .														
5	Payment															
50.1	The <i>assessment interval</i> is	4 (four) weeks														
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR).														
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 South Africa.														
6	Risks and insurance															
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.														
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	Whatever the <i>Contractor</i> deems desirable in addition to which is prescribed by 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 <i>works</i> , 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	As per the Contract value <table><tr><td>Select one</td><td></td></tr><tr><td>BPCI</td><td></td></tr><tr><td>PCI</td><td></td></tr><tr><td></td><td></td></tr><tr><td>PCI Liab only</td><td>X</td></tr><tr><td>PCI One Off</td><td></td></tr><tr><td>PSI</td><td></td></tr></table>	Select one		BPCI		PCI				PCI Liab only	X	PCI One Off		PSI	
Select one																
BPCI																
PCI																
PCI Liab only	X															
PCI One Off																
PSI																

**DESCRIPTION OF THE WORKS:** PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

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

**As per the Contract value**

Select one	
BPCI	v
PCI	
PCI Liab only	
PCI One Off	
PSI	

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

**As per the Contract value**

Select one	
BPCI	v
PCI	
PCI Liab only	
PCI One Off	
PSI	

83.1

The *Employer* provides these additional insurances

- 1 Insurance against: **Loss of or damage to third party property and or injury or death of a third party person as stated in the Contract Works Liability Insurance policy.**
- Cover / indemnity is: **To the extent as stated in the Contractors Liability Insurance policy.**
- The deductibles are: **As stated in the Contractors Liability Insurance policy**

## 9 Termination

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

## 10 Data for main Option clause

### A Priced contract with price list

20.5

The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than

**2 (two) weeks.**

DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	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> .
W1.4(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	Richards Bay
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within 2 (two) days of receiving the Task Order	

DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## C1.2 Contract Data

### Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete.

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address Tel No. Fax No.	
11.2(8)	The direct fee percentage is The subcontracted fee percentage is	% %
11.2(14)	The following matters will be included in the Risk Register	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	

CV's (and further key person's data including CVs) are in .

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009

:  
DESCRIPTION OF THE WORKS: PROVISION OF PERWAY TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

<b>A</b>	<b>Priced contract with price list</b>		
11.2(12)	The <i>price list</i> is in		
11.2(19)	The tendered total of the Prices is	R	

“PREVIEW COPY ONLY”



“PREVIEW COPY ONLY”

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## PART C2: PRICING DATA

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## PART C2: PRICING DATA

### TSC3 OPTION A

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Price List	2

## C2.1: PRICING INSTRUCTIONS

## C2.1 Pricing instructions: Option A

### 1 The conditions of contract

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

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006)

Option A states:

**Identified  
and defined  
terms** 11

11.2 (12) *The Price List is the price list unless later changed in accordance with this contract.*

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

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

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

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

#### 1.2 Function of the Price List

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

### 1.3 Link to the Contractor's plan

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

### 1.4 Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1. As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
2. If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
3. There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change of the Prices is as a result of a compensation event. See Clause 60.1.
4. Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
5. The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event> It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

6. Rates tendered shall be fully inclusive of all company on-costs, overheads, profit, travelling and the hire and/or use of all necessary portable hand tools and equipment.
7. All rates tendered shall be fixed (not subjected to any price adjustment for escalation).

## 1.5 Format of the *price list*

(From page 73 of the TSC3 Guidance Notes)

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

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

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

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

## C2.2: THE PRICE LIST

### TRACK MAINTENANCE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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	QTY	UNIT	RATE	TOTAL per month	TOTAL per Day	1 WEEK END OVERTIME R
TRANSPORT (Includes 185km per vehicle per day)						
8 Ton Primeval Dual Purpose	1	1 month				
5 Ton 20 Seater Troop Carrier	1	1 month				

	Equipment	QTY	UNIT	RATE	TOTAL per month	TOTAL per Day
1	Disc Cutter	1	month			
2	Electric Drill	1	month			
3	Rail Drill	1	month			
4	Copch Screw machine	1	month			
5	Generator	1	month			
6	Impact Wrench	1	month			
7	Rail Jack	4	month			
8	Welding Gauge	1	month			
9	Rail Trolley W/ Hook	1	month			
10	Two Way Radios	3	month			
11	Pontiac	4	month			
				TOTAL		

**SUB TOTAL**

OTHER COST (not to be utilized except San.Center,Man)		TRACK MAINTENANCE				TOTAL per month	TOTAL per Day
		QTY	UNIT	RATE			
1	Consumable Material Cost	1	1	month			
2	Consumable Fuel Cost	1	1	month			
3	Other tools Cost	1	1	month			
4	Trailing Cost	1	1	month			
5	Safety Equipment Cost	1	1	month			
6	Flaring Equipment Cost	1	1	month			
7	Flaring Equipment Cost	1	1	month			
8	Excessive Equipment Maintenance Cost	1	1	month			
9	Preliminary and general cost	1	1	month			

PROVISIONAL COST						TOTAL
	Current Diesel Price R /liter	R /unit	QTY	RATE	TOTAL per Year	TOTAL per Day
	Tendered Diesel Price R /liter		UNIT	km		
E.O. for travelling more than 2500km per month & 10 Ton Payload.			200	km		
E.O. for travelling more than 2500km per month & 5 ton Troop Carrier			200	km		
					TOTAL	

Days in month to calculate day, work team cost	Number of months
--	------------------

PER YEAR

**DAY**

1

PER YEAR OVERTIME

PER YEAR OVERTIME

PER YEAR INCLUDING OVERTIME

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

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

Date: \_\_\_\_\_

Transnet Freight Rail RME Rail

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

Date: \_\_\_\_\_



TRACK MAINTENANCE

LABOUR - Normal Time	QTY	HOURS	UNIT	RATE	TOTAL per month	TOTAL per Day	OVERTIME	SUNDAY TIME
Contracts Manager - Permanent	0.100	18	HR					
Site Agent - Permanent	0.200	33	HR					
Supervisor - Permanent	1	178	HR				R	
Tramman	1	178	HR				R	
Prime Code 10 - Permanent	1	24	HR				R	
Prime Code 10 - Permanent	1	24	HR				R	
Final Adult/Safety Rep	3	27	HR				R	
Labour-Trackwork	14	243	HR				R	
	1			TOTAL		R		

TRANSPORT (includes 155km per vehicle per day)	QTY	UNIT	RATE	TOTAL per month	TOTAL per Day	WEEKEND OVERTIME
8 Ton Panway Dual Purpose	1	month				R
			TOTAL		R	

Equipment	QTY	UNIT	RATE	TOTAL per month	TOTAL per Day
Disc Cutter	1	month			
Electric Drill	1	month			
Rail Drill	1	month			
Cocott Screw machine	1	month			
Generator	1	month			
Hand saw	1	month			
Rail Track Gauge	4	month			
Rail Track	1	month			
Rail Trolley A Wrecker	1	month			
Two Way Radio	3	month			
Pointers	4	month			
			TOTAL		R

SUB TOTAL		TRAUCK MAINTENANCE					TOTAL per Day	
OTHER COST (not to be edited except Sen.Contr.Man.)		QTY	QTY	UNIT	RATE	TOTAL per month		
1	Consumable Material Cost	1	1	month				
2	Consumable Fuel Cost	1	1	month				
3	Other tools Cost	1	1	month				
4	Testing Cost	1	1	month				
5	Safety Equipment Cost	1	1	month				
6	Feeding Equipment Cost	1	1	month				
7	Flagger Equipment Cost	1	1	month				
8	Excessive Equipment Maintenance Cost	1	1	month				
	Preliminary and general cost	1	1	month				
							R	

PROVISIONAL COST	QTY	UNIT	RATE	TOTAL per Year	TOTAL per Day
E.O. for travelling more than 250km per month 8 Ton DIP Panway	200	km			
			TOTAL		R

Days in month to calculate daywork team cost	21.75	PER YEAR	PER DAY	PER YEAR INCLUDING OVER TIME	PER YEAR OVERTIME
Number of months	11.5				
			PER DAY	PER YEAR	PER YEAR OVERTIME
			R	R	R
			TOTAL daywork per cost	R	O/TIME

Contractor:

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

Date: \_\_\_\_\_

Transnet Freight Rail RME Rail

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

Date: \_\_\_\_\_

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## PART C3: SCOPE OF WORK

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**TRANSNET SOC LIMITED**

(Registration no. 90/00900/30)

**TRADING AS TRANSNET FREIGHT RAIL R.M.E. RAIL**

**CONTRACT SPECIFIC AGREEMENT**  
**GENERAL TRACK MAINTENANCE ON THE RAIL WAY LINES OF TFR INFRA**  
**EMPANGENI**

**PROJECT SPECIFICATION**

**CONTENTS**

	<u>Page</u>
PART A : GENERAL	2
PART B : GENERAL SPECIFICATION FOR WORKS	7
PART C : MAINTENANCE SPECIFICATION	10
PART D : CONTRACT SPECIFIC AGREEMENT BETWEEN R.M.E. PERWAY AND TRANSNET FREIGHT RAIL	
PART E : SCHEDULE OF QUANTITIES AND PRICES	22
PART F : SCHEDULE OF MAINTENANCE ACTIVITIES AND PRODUCTION RATES	25
PART G : WORK PROGRAMMES	28
PART H : DIAGRAM OF EMPANGENI INFRASTRUCTURE MAINTENANCE DEPOT	29

## **PART A: GENERAL**

### **SCOPE OF WORK**

#### **A.1.1 Nature of work**

This contract covers all Perway related work on the Railway Lines of TFR INFRA EMPANGENI and TNPA RICHARDS BAY as per the Service Level Agreement which forms part of this contract.

#### **A.1.2 Location of sites and access**

The area covered by this contract will be the lines maintained by the Empangeni Infrastructure Maintenance depot and Richards Bay Transnet National Ports Authority depot as indicated on the line diagram attached in Part J. Access to the various sites is by means of existing service roads.

### **A.2. INTERPRETATION**

Transnet Freight Rail	Means Transnet Freight Rail R.M.E. Rail which is a business unit of Transnet SOC Limited.
Contractor	Means Sub-Contractor (who undertakes to complete works for Transnet Freight Rail R.M.E. Rail).
Service Manager	For the purpose of this tender, Service Manager means any person appointed by a Transnet Freight Rail manager to manage and take charge of the contract.
Technical Officer	Means any representative appointed from time to time by the Service Manager. Appointment of these representatives shall be in writing and shall be sent to the successful tenderer.
Supervisor	Means the person appointed by the Contractor to oversee the completion of the works on site.
Standing time	Means the time the Contractor is delayed due to the causes of Transnet Freight Rail.
Team 1	General maintenance and material replacement
Team 2	General track maintenance (Provisional).

### **A.3. CONTRACT PERIOD**

**A.3.1 This contract shall commence on the 5 July 2013 and end on the 5 July 2014.**

**A.3.2 The duration of this Contract shall be 12 months. No work shall be done over weekends without the prior approval of the Service Manager.**

**A.3.3 Transnet Freight Rail reserves the right to cancel the contract if the standard of workmanship and accuracy as specified in the Specifications for Works of this document is not achieved. Such termination can be done by the sole discretion of the Transnet**

is not achieved. Such termination can be done by the sole discretion of the Transnet Freight Rail's Senior Manager and must be done in writing at least 48 hours in advance.

“PREVIEW COPY ONLY”

#### **A.4. CONTRACT PRICE AND ADJUSTMENT FACTOR**

- A.4.1 Value-added tax in terms of Act number 89 of 1991 shall not be included in the tendered rates. No contract price adjustment will be applicable.

#### **A.5. MAINTENANCE PROGRAM**

- A.5.1 A Schedule of work will be provided by the Service Manager (or his deputy), depicting the priorities for the various works / items. The schedule of work is attached in Part E.
- A.5.2 This program must be used by the Contractor to arrange his monthly maintenance program in conjunction with the Service Manager (or his deputy) as soon as occupation requests and construction trains are involved.
- A.5.3 The Contractor shall acquaint himself with the occupations requested and ensure that the labour is sufficient for the task at hand.

#### **A.6. OCCUPATIONS**

- A.6.1 The technical officer will direct a notice for occupation for three weeks in advance. The duration and type of occupations will clearly be stated in the notice. Type and duration of occupation must be discussed with Service Manager and Sub Contractor before applying for occupations.
- A.6.2 Occupations will be either total or between-train occupations. In some instances like working in yards, no occupation will be required at all.
- A.6.3 The Service Manager however, reserves the right to alter occupations applied for, to suit the train plan and occupations applied for by others.
- A.6.4 No overtime shall be worked except during emergency situations or when approved by the Service Manager.
- A.6.5 No occupations shall be arranged on Sundays and Public Holidays, unless otherwise agreed.

#### **A.9. PROTECTION OF WORKPLACES**

- A.9.1 Protection of the workplace will be done by flagmen supplied by the Contractor. The contractor shall ensure that the protection is set out before the work commences.
- A.9.2 All occupations of the track shall be requested by the Service Manager (or his representative) and finalised as a joint exercise between the Contractor and the project manager.
- A.9.3 Although the personnel for protection are supplied by the contractor, the **responsibility lies with TFR (Transnet Freight Rail) Empangeni and TNPA (Transnet National Ports Authority) Richards Bay**, to ensure that it is in place and the area is safe for execution of the work.

#### **A.10. SITE BOOKS**

- A.10.1 The Contractor shall provide a triplicate site diary and site instruction book.
- A.10.2 The site instruction book shall be for the sole use of the project manager or his appointed representative.
- A.10.3 The site diary shall be completed by the Contractor with detail description of work done on a daily basis. Detail regarding plant, labour and resources used must also be recorded in the site diary.

## **A.11. COMPLIANCE WITH STATUTES AND SAFETY RULES**

- A.11.1 The Contractor shall comply with all applicable legislation and Transnet safety rules which shall be entirely at his own cost, and which shall be deemed to have been allowed for in the rates and prices in the Contract.
- A.11.2 The Contractor shall, in particular, comply with the following acts:
- The Compensation for Occupation Injuries and Diseases Act no. 130 of 1993; the Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the act.
  - The Occupational Health and Safety Act (Act 85 of 1993). The Contractor in terms of section 37(2) of Act 85 deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed, and machinery and plant used, in accordance with the provisions of the said Act in respect of all persons in his employ, other persons on the premises or the site or place of works or on the works to be executed by him and under his control in terms of the contract. According to section 37(2) (Act 85 of 1993) the agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.

## **A.12. INDEMNITIES AND INSURANCE**

- A.12.1 The Contractor shall take every precaution not to cause damage to property or injury to any person as a result of his execution of the work.
- A.12.2 Transnet will insure in the joint names of Transnet Freight Rail R.M.E. Rail and the Contractor against all legal liabilities which may arise from the accidental death of or injury to third party persons and/or accidental loss of, or damage to third party property in the course of the Contractor's execution of the Work.
- A.12.3 The insurance policy will be for an indemnity limit as stated in the policy and will be maintained in force during the entire period of the contract.
- A.12.4 The contractor shall be responsible for payment of the amount(s) stated in the policy as being deductible.
- A.12.5 The insurance to be provided in terms of clause A11.2 will have a cross liabilities cover in respect of which each party shall be separately indemnified in respect of claims made by any one of them against the other as though a separate policy has been issued to each of them.
- A.12.6 The Contractor shall insure against loss of or damage to his own machinery, tools, equipment, materials and site establishments and any consequential financial losses arising from such damage. This insurance is to be maintained in force during the entire period of the contract.
- A.12.7 The contractor shall likewise arrange his own insurance in respect of motor vehicle liabilities and employer's common law liabilities of the Contractor.

## **A.13. SITE FACILITIES**

- A.13.1 The Contractor shall arrange for his own site office and facilities if necessary.
- A.13.2 Pitching of a tool shed on TFR (Transnet Freight Rail) premises will be allowed where available.
- A.13.3 The contractor shall make his own arrangements for accommodation of his employees and all costs shall be included in his rates tendered.

- A.13.4 The accommodation of his employees shall be in accordance with the requirements of the Local Authorities.
- A.13.5 No accommodation is allowed within the boundaries of TFR, unless otherwise arranged and agreed with Service Manager. If accommodation is provided in TFR boundaries, the Contractor shall arrange for proper sanitation facilities.

#### **A.14. MEASUREMENT AND PAYMENT**

- A.14.1 No escalation will be accounted for and provision must be made for it in the tendered rates.
- A.14.2 All measurements to ascertain the monthly progress of the work shall be undertaken by the Contractor and checked by the Service Manager (or his representative). The Contractor may be called upon to present his quantity calculations for each item at the discretion of the project manager.
- A.14.3 The amounts tendered in the Price List shall include for all labour, plant, materials and equipment required to provide, construct or undertake the work as specified in the schedule of works (Part E).

#### **A.15. APPLICABLE SPECIFICATIONS**

The following specifications shall be regarded as being embodied in the specification.

- A.15.1 HAS-STD-001: Health and Safety Plan and Specification.
- A.15.2 E7/1: Specifications for works on, over and adjacent to railway lines and near high voltage equipment.
- A.15.3 ENV-STD-002 Rev00: Standard Environmental Specification.
- A.15.4 ENV-STD-001 : Construction Environmental Management Plan
- A 15.5 Transnet Environmental Management Plan: Civil and Electrical Construction Work
- A 15.6 Transnet Freight Rail Environmental Management Plan (EMP) for Rail Infrastructure Maintenance (Shutdown and General Maintenance) March 2012



**PART B: GENERAL SPECIFICATION FOR WORKS**  
**APPLICABLE TO ALL TEAMS**

**1. SCOPE OF WORK**

- 1.1 This part covers the technical specification for the replacement of sleepers and related maintenance on the railway lines of the Empangeni Infrastructure Maintenance depot and Richards Bay Transnet National Ports Authority. The replacing of sleeper work to be performed by team 1 will consist of replacing sleepers and screening mud holes. The above-mentioned work shall cover a work area between Empangeni and Nkwaleni branch line and Richards Bay National Ports Authority. Works are not limited to the afore-mentioned.

**2. SPECIFICATIONS AND DRAWINGS FOR TRACK MAINTENANCE WORK**

- 2.1 E10GEN : General  
2.2 E10/1 : Laying of rails  
2.3 E10/2 : Laying of sleepers  
2.4 E10/3 : Ballast cleaning  
2.5 E10/4 : Ballasting and tamping  
2.6 E10/5 : Destressing of rails  
2.7 E10/6 : Building and replacement of sets  
2.8 E10/9 : Slewing and alignment  
2.9 E10/14 : Building of new lines  
2.10 Manual for track maintenance (June 2012)(BBB 0481 Version 2)  
2.11 Track welding manual (March 2011)(BBB 8341 Version 5)

**3. PROTECTION OF WORKPLACES**

- 3.1 Protection of the workplace will be done by flagmen supplied by the Contractor. The contractor shall ensure that the protection is set out before the work commences.  
3.2 All occupations of the track shall be requested by the Service Manager (or his representative) and finalised as a joint exercise between the Contractor and the project manager.  
3.3 Although the personnel for protection are supplied by the contractor, the responsibility lies with TFR and TNPA where applicable to ensure that it is in place and the area is safe for the execution of the work.  
3.4 The Contractor will supply the walkie talkies for communication between the flagmen and the contractor, as well as a cell phone for communication with CTC.

**4. TO BE UNDERTAKEN / SUPPLIED BY THE CONTRACTOR**

**4.1 Plant and equipment**

- 4.1.1 The Contractor must provide his own vehicles, trolleys, wheelbarrows, handheld equipment like crowbars, shovels and ballast forks, poinjars, stumecs and all other small plant and protective clothing to ensure the proper and safe execution of the work. The Contractor to have a minimum of 4 poinjars and 1 abrasive disc-cutter, in good working condition, at all time on site (worksite specific). Failure in this regard shall deem the Contractor to be "not available" for the execution of the works. That specific

day's work will be cancelled at the cost of the Contractor.

4.2 **Labour**

4.2.1 **The work to be undertaken by a qualified Track Master. Proof of his qualification to be presented to the Service Manager.**

4.2.2 The Contractor to ensure that all workers are equipped with protective clothing and reflective vests and that it is used at all times while executing the work. (No red clothing allowed).

4.2.3 **All workers, as well as supervisors, to undergo the safety and Electrical awareness courses, prescribed by Transnet Freight Rail. The course will be arranged and presented by TFR and the duration is approximately one day for labourers and three days for supervisors.**

4.2.4 **All welding work when replacing long rails.**

4.2.5 Neat stacking of released materials as indicated by the track master/inspector. The material shall be stacked such that it does not cause an obstruction of any kind.

**5. TO BE UNDERTAKEN / SUPPLIED BY TRANSNET FREIGHT RAIL (TFR)**

5.1 TFR will supply all the material (including concrete fasteners) required to do the works as specified in the schedule of works.

5.2 Should all the material not be available, the task at hand will be postponed until such a date that the material is available.

5.3 In the mean time, the contractor will carry on with other work, of which all the material is available.

**6. MATERIAL**

6.1 All the perway material will be supplied by Transnet Freight Rail and should not be included in the tendered rates.

6.2 Material is to be drawn at stores prescribed by Transnet Freight Rail and transported to site by the Contractor. The Contractor will be held responsible for the protection and safe-keeping of the material.

6.3 New ballast per AY-trucks, concrete sleepers, rails and large turnout components (exclusive of individual sleeper replacement) will be supplied by TFR on or close to the site as agreed upon by the project manager and the contractor. The ordering of AY-ballast trucks will be communicated to the Service Manager's representative at least 25 working days in advance.

6.4 All new or released material must be accounted for by the Contractor.

6.5 The Contractor will be responsible to ensure that all released material, excluding item 6.3 material, be removed from site to a location indicated by the track master / inspector.

6.6 The removal of item B6.3 material will be arranged for with the material logistics section of Empangeni depot. The Contractor will assist in this operation by ensuring that all released or surplus material be neatly stacked and accessible for loading.

## **7. TOLERANCES**

- 7.1 All track work to comply with the standards laid down in specification E10 Gen Item 6.

## **8. HANDING OVER OF WORKPLACES**

- 8.1 Handing over of workplaces will be done as the work has been satisfactorily completed. This will happen after the removal of all released and surplus material where applicable.
- 8.2 Handing over inspections will be convened on an ad-hoc base as communicated by both parties. The interval between inspections will at no time exceed two (2) weeks.
- 8.3 The Contractor shall prepare any inspection method as requested by the Service Manager and will be responsible for reinstating the inspected area to the original design thereafter.
- 8.4 All workplaces to be cleared from all debris, track aligned to the 'B' standard and ballast boxed in and trimmed for at least 20 m on both sides of affected area / workplace.

## **9. MEASUREMENT AND PAYEMENT**

- 9.1 Measurement and payment will be in accordance with Item 3.4 of the Service Level Agreement between Transnet Freight Rail R.M.E. Rail and Sub-Contractor. (See Part D)

## **PART C: MAINTENANCE SPECIFICATION**

### **SPECIAL PROJECTS: TEAM NO. 1**

Team 1 will be required to do 3 main maintenance activities which will include, but is not limited to: Rail replacement, sleeper replacement and the destressing of rails. This team can also be used to do ballast work and screening of mudholes. The team size will remain at 15 working pairs. Tools required to perform an activity will vary depending on the type of activity that has to be performed. (Provisional).

#### **1. SLEEPER WORK**

##### **1.1 REPLACEMENT OF CONCRETE SLEEPERS**

- 1.1.1 Work to be done according to the E10/2 specification and involves the replacement of concrete sleepers with similar or heavier type in open track, curves, tangents and the tamping thereof. The ballast profile to be restored to the specified standard.
- 1.1.2 Baseplates and fastenings must be replaced with new / second hand material.
- 1.1.3 New sleepers will be supplied at the site of replacement in rail trucks by TFR. These sleepers need to be offloaded alongside the track by the Contractor. There may be times whereby the sleepers will be transported to site by road trucks. Road trucks will be offloaded by material logistics, unless otherwise arranged with the Contractor.
- 1.1.4 Contractor to plan and arrange for the disposal of released sleepers to the nearest station and stockpiled at a location as pointed out by the track master / inspector. If the section allows for it, the sleepers may be stockpiled in the section next to the service road. Prior approval of the Service Manager must be obtained before stockpiling sleepers in the section.
- 1.1.5 All replaced sleepers to be tamped by hand and ballast profile restored.
- 1.1.6 See Part F item 30 for production rate.

##### **1.2 REPLACEMENT OF TIMBER SLEEPERS (WITH WOOD OR CONCRETE)**

- 1.2.1 This work is to be done on turnouts and is to comply with the E10/2 specification. It involves the replacement of timber sleepers with timber or concrete sleepers on turnouts. The ballast profile to be restored to the specified standard.
- 1.2.2 Broken or damaged coach screws must be replaced by new ones as supplied by the Track Inspector at the respective material stores.
- 1.2.3 New sleepers must be collected from either Empangeni or Newcastle material stores. This will depend on where the work is and the availability of sleepers. When new material get installed the necessary SAP01 and SAP02 forms must be completed.
- 1.2.4 Released material must be returned to the nearest material store in road trucks.
- 1.2.5 All replaced sleepers to be tamped by hand and ballast profile restored.
- 1.2.6 See Part F item 43 and 45 for production rate.

##### **1.3 TURN AROUND OF TIMBER TURNOUT SLEEPERS**

- 1.3.1 This work is to comply with specification E10/2.
- 1.3.2 Broken or damaged coach screws to be replaced by new ones as supplied by TFR.

- 1.3.3 Sleepers to be drawn out and all holes to be plugged. (Plugs supplied by TFR).
- 1.3.4 Sleeper to be turned at 180° and then upside down.
- 1.3.5 All replaced sleepers to be tamped by hand and ballast profile restored.
- 1.4 SQUARING OF SLEEPERS
- 1.4.1 The Contractor shall comply with specification E10/2 for laying sleepers.
- 1.4.2 The work will mainly be required where distressing, transposing of rails, replacement of gauge plates and re-gauging of track are to be undertaken.
- 1.4.3 Pre-measurement of all sleepers to be done by Contractor by means of a rail-square.
- 1.4.4 All sleepers being out of square by more than 10 mm measured at the rail crowns shall be squared to the centre of the track.
- 1.4.5 The Contractor shall box out the ballast on the side of the sleeper where movement is to take place.
- 1.4.6 Sleeper fastenings to be loosened on the side where the movement is to take place. Sleeper to be moved by using a timber sleeper, hammering the one end thereof – No method of moving the sleeper using the adjacent sleeper as anchor will be approved.
- 1.4.7 Damaged gauge plates to be replaced where instructed by the Track master / inspector.
- 1.4.8 Refit the sleeper fastening, box in and trim the ballast, tamp the sleeper where movement has occurred.
- 1.5 REPLACEMENT OF SLEEPERS IN YARDS
- 1.5.1 This work is to be done to comply with the E10/2 specification. It involves the replacement of timber sleepers with timber or concrete sleepers in yard track on curves and tangents and the tamping thereof. The ballast profile to be restored to the specified standard.
- 1.5.2 Base-plates and fastenings must be replaced with new / second hand material that will be supplied.
- 1.5.3 New sleepers will be supplied at the site of replacement in rail trucks by TFR. These sleepers need to be offloaded alongside the track by the Contractor. There may be times whereby the sleepers will be transported to site by road trucks. Road trucks will be offloaded by material logistics, unless otherwise arranged with the Contractor.
- 1.5.4 Contractor to plan and arrange for the disposal of released sleepers to the nearest station and stockpiled at a location as pointed out by the track master / inspector. If the section allows for it, the sleepers may be stockpiled in the section next to the service road. Prior approval of the Service Manager must be obtained before stockpiling sleepers in the section.
- 1.5.5 All sleepers replaced to be tamped by hand.
- 1.5.6 See Part F item 40, 41, 42, 43 and 45 for production rate. Dependant on work at hand.

## **2. RAILS AND TRACK WORK**

### **2.1 REPLACE RAILS**

- 2.1.1 The Contractor shall comply with Specification E10/1 for laying of rails and E10/12 for insulated rail joints.
- 2.1.2 The rails shall be laid within the A-temperature range as shown in the Specification E-10 Gen., Appendix H. Where rails are laid outside the specified range, speed restrictions implemented to reduce risk and de-stressing by traditional method shall be done the following day.
- 2.1.3 All rails to be laid in curved track with radii sharper than 500m to be curved to the true radius. All such rails to be curved over the full length. Rails of 36 m and longer on curves with radii 500m and flatter only need to be curved over 10 m at each end thereof.
- 2.1.4 The Contractor shall adhere to the minimum length of 4,2 mm for a closure rail and that no rail cut will be within 3 m from a flashbutt weld.
- 2.1.5 The Contractor shall ensure to off-load rails lying crown up and take the necessary precautions to handle such Cr Mn rails with care.
- 2.1.6 Jumper cables to be supplied and fitted by Contractor.
- 2.1.7 Cutting of all rails to be done only by abrasive disc cutter.
- 2.1.8 Remove sleeper fastenings and move rail out of seat.
- 2.1.9 Remove and clean all gauge plates and beds and replace damaged gauge plates and re-seat.
- 2.1.10 Fit new rail in position and re-fit fastenings.
- 2.1.11 When only one leg is re-railed, the opposite leg must be loosened and destressed at the same time.
- 2.1.12 The Contractor shall insert rails with gaps either side allowing for thermit welds to be done.
- 2.1.13 Five sleepers either side of each weld to be tamped manually. Tamping to be done simultaneously on either side of sleeper with an action towards each other.
- 2.1.14 Released rails shall be cut into 36m lengths and loaded onto bolster wagons unless otherwise instructed by the Service Manager.
- 2.1.15 The vertical and horizontal alignment of the track to be within the 'B'-standard before the replacement of rails commences.
- 2.1.16 See Part F item 66 for production rate.

### **2.2 REPLACING GAUGE PLATES AND FASTENINGS**

- 2.2.1 All work to be done should comply to the General Specification E.10 Gen.
- 2.2.2 Request for occupation between trains to be done 3 weeks in advance (Item A.8). Special arrangements to be made for total occupation time slots during such operations.
- 2.2.3 The Contractor shall obtain all material from the respective material stores and will be kept accountable for all goods.
- 2.2.4 Preparation work regarding the box out of ballast may be done up to one week prior to the actual occupation and speed restriction implemented if necessary to reduce the risk of kickout. Boxed out ballast to be placed on the ballast shoulder.
- 2.2.5 Workplace to be examined and all sleepers being out of square by more than 10 mm must be recorded and squared in advance of replacement of gauge plates.



- 2.2.6 Not more than 8 consecutive rail fastening will be loosened at any one time when operating between trains. More than one workplace can be occupied at one time, but will be at least 30 m apart.
- 2.2.7 The rail shall be lifted to a maximum of 70 mm at any one time and it should take place within the A-temperature range as denoted in the Specification E-10 Gen, APPENDIX H.
- 2.2.8 The Contractor shall ensure that all fastenings have been secured before the track is introduced to traffic.
- 2.2.9 Ballast to be boxed in and trimmed prior to handing over the workplace.
- 2.2.10 Released material to be grouped and returned to the respective stores at least every 2 weeks.
- 2.2.11 See Part F item 32, 33 and 36 for production rates.

### **3. SCREENING**

#### **3.1 HANDSCREENING OF MUDHOLES**

- 3.1.1 The work is to comply with specification E10/3 for ballast cleaning.
- 3.1.2 The Contractor shall clean the ballast and excavate to a minimum of 280 mm or until formation level is reached, whatever is the greatest dimension.
- 3.1.3 The screened track to be re-tamped over the entire length the following day and thereafter at least once a week for the following 3 weeks.
- 3.1.4 The work includes the off-loading of ballast from AY wagons as arranged. The track must be aligned, ballast profile repaired and tamped on the day of screening.
- 3.1.5 The disposal of fouled matter shall be done by disposing the material on the service road where possible. No matter may be disposed off in concrete or earth drains.
- 3.1.6 See Part F item 47, 48 and 49 for production rates.

### **4. BALLAST WORK**

#### **4.1 OFF-LOADING OF BALLAST**

- 4.1.1 The Contractor shall comply with specification E10/4 and specifically the ballasting part thereof.
- 4.1.2 The Contractor must ensure that at all times the off-loaded material will not be left higher than the rail crown level before any train passes through the off-loaded area.
- 4.1.3 The height of the ballast profile between any two sleepers shall be controlled to the top level of the sleepers.
- 4.1.4 See Part E item 27 for production rate.

#### **4.2 BOX IN AND TRIMMING OF BALLAST AND WINDROW**

- 4.2.1 The Contractor shall take note of the E10/4 specification.
- 4.2.2 The work is to be done at cross-over areas from signal to signal, as well as open line sections as indicated by the track inspector / master.
- 4.2.3 The height of the ballast shall be controlled to the top level of the sleeper.
- 4.2.4 The blade and switch rods at the cross-over turnout to be kept clear of ballast at all times.
- 4.2.5 No coal spillage or soil from formation to be boxed in with the ballast from the toe side of the ballast profile.

4.2.6 See Part F item 1 for production rate.

## 5. DESTRESSING OF RAILS

The de-stressing actions have to comply with the guidelines set out in *paragraph 6.7, 6.10 and Annexure 16 of the Manual for track maintenance (2000)* and the **E10/5 (1996): De-stressing of rails.**

### 5.1 RAIL DESTRESSING METHOD: TRADITIONAL

5.1.1 The traditional method refers to the process where all actions are performed by means of manual labour i.e. all preparation actions, loosening of the track components, stress relieving/vibration of the rails and fastening of the track components. The Contractor will rely on the ambient and rail temperature to perform the de-stressing action in the correct temperature range.

### 5.2 RAIL DESTRESSING PRINCIPLES

- 5.2.1 The Contractor's supervision on site must have experience in track maintenance activities with special reference to rail destressing. TFR reserves the right to test the supervisor to ensure that he/she will be able to perform the rail de-stressing tasks according to the specification.
- 5.2.2 The track panels to be de-stressed will be in the order of 300m to 500m. The Contractor must indicate his expected production rate related to the chosen rail de-stressing method. With mechanised rail de-stressing, higher production figures might be achieved.
- 5.2.3 Both rails have to be de-stressed simultaneously. Fastening of the rails will be done simultaneously at all times.
- 5.2.4 Depending on the terrain all de-stressing will be done in the down grade direction.
- 5.2.5 In case of manual de-stressing the track panel will be cut at mid-length and de-stressing done from the fixed ends inwards to the rail cut.
- 5.2.6 When continuous de-stressing is done, the last de-stressed panel has to be de-stressed again for a distance of 50m or 80 sleepers whichever is the biggest and included into the adjacent panel for destressing. This is only applicable if the adjacent panels are not de-stressed in the same occupation.
- 5.2.7 When de-stressing curves, the rail cuts will be done on the tangent track. Should an ultrasonic defect or other type of rail defect have to be cut out, then that rail cut could be used for the de-stressing action. Other conditions might be applicable and the Contractor and Technical Officer will decide on site of the correct action to be taken.
- 5.2.8 Closure rails in the curves must be avoided. All closure rails must be inserted in the tangent track.
- 5.2.9 Under difficult situations a closure rail has to be inserted in the curve. This will be allowed on condition that:
- The closure rail is pre-heated for that particular radius.
  - The head and side wear closely resembles the existing rail.

### 5.3 TEMPERATURE RANGE CONSIDERATIONS

5.3.1 The stress free temperature will be defined as the middle of the upper and lower limit with an allowable tolerance of  $\pm 3^{\circ}\text{C}$  from the midpoint temperature and provided that the difference in stress free temperatures between the individual rails do not exceed



5°C.

- 5.3.2 In certain cases the Technical Officer will specify a temperature lower or higher than the middle temperature. This will be done in writing. The allowable tolerance will also be  $\pm 3^{\circ}\text{C}$  provided that the temperature is still in the stress free temperature range and the difference in stress free temperatures between the individual rails does not exceed  $5^{\circ}\text{C}$ . If not, the applicable upper or lower limit will be then be the upper or lower allowable tolerance limit.
- 5.3.3 Special temperature ranges and track conditions are applicable to curves with a radius less than 400m. See 2 page letter of General Service Manager (Infrastructure) Track Testing Centre, added to this specification as PART "E"- Appendix "B". The Project Manager will inform the Contractor of the correct temperature range and track conditions applicable to each curve.
- 5.3.4 The Contractor will have approved, accurate and reliable track thermometers evenly spaced and in continuous use during de-stressing.
- 5.3.5 Rail temperatures will be measured by placing the rail thermometer on the crown of the rail and shading it from direct sunlight. The thermometers must remain in contact with the rail for at least ten minutes before it is read.
- 5.3.6 The rail temperature must be taken at 30-minute intervals starting one hour before the start of the work.
- 5.3.7 **The Contractor will keep a record of the destressing information on a T1286 (M) form.**

#### 5.4 PREPARATION WORK REQUIRED

- 5.4.1 The Contractor will complete all related maintenance tasks as described in the schedule of quantities before the rail de-stressing commences.
- 5.4.2 the vertical and horizontal alignment will be within the B-standard and the general track structure condition to be within the A-standard before the rail de-stressing commences.
- 5.4.3 The Contractor will be allowed to do preparation work to aid productivity of the work's team. Typical preparation tasks such as boxing out of ballast or lubricating wooden sleeper fastenings can be done provided that it is done under the correct protection circumstances and confirmed with the Service Manager. It is advisable that such preparation work will be done between trains, which do not cause additional speed restrictions.
- 5.4.4 Boxing out of the ballast must be done in such a manner that the risk for kick-outs does not increase.

#### 5.5 LOOSENING OF RAIL AND FASTENINGS

- 5.5.1 On the **same day**, before the occupation commences a maximum of 1 in 3 (every fourth one) sleepers may be loosened only after the 30km/h temporary speed restriction signs and protection has been put out and communicated to the local operational office.
- 5.5.2 Complete loosening of the sleepers may only take place under full occupation conditions.
- 5.5.3 Both rails will be cut at the decided cutting place. The rail ends will be placed so that the rails can move freely and not jam into opposite ends.
- 5.5.4 Loosening of the sleeper fastenings will only be done by the correct equipment as not to damage them.

- 5.5.5 All fastening components that will be re-used or inserted must be properly set aside as not to get lost or damaged.
- 5.5.6 In case of the traditional method or rail tensor method the rail will be lifted on to the rollers/de-stressing jacks from the fixed end and in the direction of the rail cut end. The rails must not touch any part of the track structure apart from the rollers/de-stressing jacks.
- 5.5.7 The rollers/de-stressing jacks have to be approved by TFR before being used in track.
- 5.5.8 The rollers/de-stressing jacks will be thoroughly greased/oiled and properly maintained as to assist in the free movement of the rails.
- 5.5.9 The rollers/de-stressing jacks will be inserted at intervals not more than 9 sleepers (6m) to prevent bending of the rails and additional friction forces induced which prevent the free movement of the rails.

## 5.6 STRESS RELIEVING / VIBRATION OF RAIL

- 5.6.1 The rails will be vibrated by vibrators to overcome friction resistance. No hammering of the rails will be allowed.
- 5.6.2 Vibrating and de-stressing will proceed from the fixed end to the rail cut end.
- 5.6.3 With mechanised de-stressing the moving mechanism will also induce a vibration to reduce friction resistance.

## 5.7 FASTENING OF RAIL AND TRACK COMPONENTS

- 5.7.1 After the rails have been thoroughly vibrated and de-stressed, removal of the rollers/de-stressing jacks and fastening of the sleepers will commence.
- 5.7.2 Removal of the rollers/de-stressing jacks will take place from the fixed end in the direction of the rail cut end.
- 5.7.3 Fastening of the sleepers will commence from the fixed end in the direction of the rail cut end.
- 5.7.4 The Contractor will ensure that the sleepers and fastenings are clear from ballast or other materials as not to damage the fastenings/sleepers when the rails are lowered into position.
- 5.7.5 Fastening of the sleeper fastenings will only be done by the correct equipment as not to damage them.
- 5.7.6 All sleeper fastenings will be fastened and the rail ends connected to the adjoining rails before the rail temperature goes outside the specified temperature range. If it is not possible to reconnect the rails by welding, fish plated joints with 4 fish bolts or joggle fish plates with 4 G-clamps will be installed.
- 5.7.7 Welding of the fish plated or joggled rail joints will be done within 48 hours.

## 5.8 FINALISING OF DESTRESSED WORK AREAS

- 5.8.1 After a track panel has been de-stressed and before hand over can take place the Contractor will ensure that:
- All sleeper fastenings are correctly fastened.
  - All sleepers are correctly spaced and perpendicular to the rails.
  - All ballast is properly boxed in and the ballast profile conforms to the specification applicable to the particular radius or tangent track.

- ☐ All track maintenance activities as specified in schedule of quantities have been completed.
- ☐ The horizontal and vertical alignment is within the A-standard.
- All surplus and/or released material have been removed from the site.

## 5.9 DE-STRESSING CLOSE TO UN-BALLASTED BRIDGES, TURNOUTS AND LEVEL CROSSINGS

5.9.1 After a track panel has been de-stressed and before hand over can take place when destressing is taking place close to un-ballasted bridges, turnout and level crossings the following guidelines will be adhered to:

- The un-ballasted bridge, turnout or level crossing will always be considered as the fixed end of a track panel.
- De-stressing will always be done in a direction away from these structures.
- Loosening of the sleeper fastenings will not be closer than 10m or 15 sleepers from these structures.
- In all cases, unless otherwise instructed by the Service Manager, the level crossing must be opened, cleaned and de-stressed as normal track before reinstatement thereof for road traffic.

## 5.10 PRODUCTION RATE

- 5.10.1 A list of destressing points can be obtained from the Technical Officer or his deputy.
- 5.10.2 Destress a minimum of 750 m on P2 sleepers per day (including welding).
- 5.10.3 Destress a minimum of 500 m on F4 sleepers per day (including welding).
- 5.10.4 The production rate will be determined on the day of the occupation in the case where destressing is required as per item 5.9.

## **GENERAL TRACK MAINTENANCE TEAMS 1&2**

Team 4 will be required to do three maintenance activities which will include, but is not limited to: Turnout maintenance, Material replacement, Stress test. The team size will vary depending on the type of activity that has to be performed for a given time period. This team will also be responsible for derailment repair

### **1. STRESS TESTS**

#### **1.1 DETERMINING RAIL STRESS**

- 1.1.1 The Contractor will be instructed to repair skidmarks and/or repair battered rail ends by the Technical Officer.
- 1.1.2 Work to be strictly carried out in accordance with the manual "USING THE LIFT FRAME TO DETERMINE THE STRESS – FREE RAIL TEMPERATURE OF CWR" by the Track Testing Centre at George Goch.
- 1.1.3 Stress tests may be done on curves with radii of not less than 800m and then only halfway into the transition section. When rails are loosened for tests, it must be watched carefully for any movement as this can be an indication of extreme stresses in the rail and a possible kick-out of the track.
- 1.1.4 Delayed pressure gauge movement can also be an indication of the presence of compression stresses in the rail.
- 1.1.5 No stress tests must be done when the rail temperature exceeds 22°C.

#### **1.2 REPLACING BEARING PADS AND FASTENINGS**

- 1.2.1 All work to be done should comply with the General Specifications E.10 Gen and involves replacing of missing and defective fastenings on the immediate test site of 20m.
- 1.2.2 The Contractor shall obtain all material from the Empangeni store.
- 1.2.3 Preparation work regarding ballast work on F1st sections where tests are to be conducted may be done up to one week prior to the actual occupation.
- 1.2.4 Work place to be examined and all missing and defective fastenings recorded in advance of stress test to be carried out
- 1.2.5 The Contractor shall ensure that all fastenings have been secured before the track is introduced to traffic.
- 1.2.6 Released material to be grouped and returned to the Empangeni material store.

#### **1.3 PRODUCTION RATE**

- 1.3.1 The production rate will be as indicated in Part F.
- 1.3.2 A minimum of 5 kilometres double line testing must be completed per day that is 10 tests per day.
- 1.3.3 One stress test on the left and right rail leg at a given position will count as one stress test.
- 1.3.4 Tests only to be undertaken as programmed by the Technical Officer.

## **2. TEAM 3 LUBRICATOR MAINTENANCE**

### **2.1 GENERAL**

- 2.1.1 This contract covers the general maintenance and repair of trackside lubricator and other related work as detailed in the Price List.

### **2.2 GENERAL REPAIRS**

- 2.2.1 The following items of work shall be regarded as general repairs:

- Replacement of pipes.
- Replacement of gasket and O-rings.
- Replacement of bolts.
- Replacement of pumps.

### **2.3 GENERAL MAINTENANCE**

- 2.3.1 The following items of work shall be regarded as general maintenance:

- Filling of grease. The frequency of filling trackside lubricator shall be at 2-week intervals. Grease will be provided by TFR at the following Infra Depots: Empangeni, Standerton, Volksrust and Newcastle.
- Removal and replacement of trackside lubricator.
- Correct positioning of trackside lubricator relative to curves.
- Height adjustment of pumps. (3mm above rail height)
- Height adjustment of pumps. (3mm above rail height)
- Priming / bleeding of pumps.
- Removal of blockages in pipes and pumps.
- Fasten all necessary bolts.

### **2.4 REMOVAL AND REPLACEMENT OF TRACKSIDE LUBRICATOR**

- 2.4.1 Trackside lubricator's that require extensive repairs that cannot be carried out as per item 2.2 shall be removed and transported to the maintenance workshop in Empangeni where Transnet Freight Rail shall carry out such repairs. The contractor shall replace such trackside lubricators immediately provided spare trackside lubricators are available. Please note all trackside lubricator's that are removed shall be replaced exactly at the locations where it was removed from.

### **2.5 PRODUCTION RATE**

- 2.5.1 A minimum of 4 lubricators must be repaired as specified in paragraph 2.2 "General repairs" per day. Providing that the distance between the lubricators does not exceed 20 km.
- 2.5.2 A minimum of 6 lubricators must be maintained as specified in paragraph 2.3 "General maintenance" per day. Providing that the distance between the lubricators does not exceed 20 km.
- 2.5.3 This production rate is only achievable if all the required lubricator parts and grease is available.
- 2.5.4 The section track inspector will be responsible for supplying the material required
- 2.6

### **3. OFF TRACK RELATED WORK TEAM 4**

#### **3.1 CULVERT CLEANING**

- 3.1.1 The Contractor shall be approached by the Service Manager to clean certain blocked culverts (both pipe and box) from time to time.
- 3.1.2 The foreign material to be transported over a free haul distance of 100 m and disposed at a designated place as agreed upon with the Track Inspector.
- 3.1.3 Sites requiring crossing of the track shall be protected against pollution and the ballast profile to be restored to its original condition.
- 3.1.4 The Contractor shall be kept responsible for the safe working conditions and ensure that no obstructions arise to passing traffic.

#### **3.2 DRAIN CLEANING**

- 3.2.1 The Contractor shall be approached by the Service Manager to clean drainage channels in cuttings and in tunnels.
- 3.2.2 The foreign material to be transported over a free haul distance of 100 m and disposed at a designated place as agreed upon with the Track Inspector.
- 3.2.3 Sites requiring crossing of the track shall be protected against pollution and the ballast profile to be restored to its original condition.
- 3.2.4 The Contractor shall be kept responsible for the safe working conditions and ensure that no obstructions arise to passing traffic.

#### **3.3 PRODUCTION RATE**

- 3.3.1 The production rate for the various items will be as indicated in Part F, with specific reference to items 2, 3, 4, 5, 6 and 7.

#### **4. TURNOUT MAINTENANCE - TEAMS 1, 2, 5, 6, 7&8**

##### **4.1 WORK PROCEDURES AND STANDARDS OF WORKMANSHIP**

- 4.1.1 All work shall be undertaken in accordance with acceptable track maintenance procedures and specific technical specifications which form part of this contract.
- 4.1.2 The turnout components will be placed next to the turnouts which must be worked on. The contractor will be required to remove the existing components and replace these with the new ones provided. All existing coach screw holes must be plugged with wooden dowels which will be provided. A combination of existing fastenings and new ones may be used to fasten down the new material and all new holes must be filled with creosote before the coach screws are inserted. The new back, front and pull rods provided must be fitted and the gap between the stock rail and the blade must be adjusted to the correct gap. Care must be taken to ensure that the blade rests securely against the stock rail when the tumbler is thrown.
- 4.1.3 The turnout sleepers to be replaced / turned will be clearly marked and if necessary any existing coach screw holes on the sleepers to be used must be plugged and new holes drilled and filled with creosote as per item 4.1.2.
- 4.1.4 All welding work required will be undertaken by Transnet Freight Trail.
- 4.1.5 Lifting and packing is required where turnout sleepers have been replaced or where directed to by the Site Representative. This aspect will be clarified at the site visit.
- 4.1.6 The contractor may not leave the work site until the Transnet Freight Trail Site Representative has authorised him to do so. This will only be done once the Transnet Freight Rail Site Representative has satisfied himself that the work has been satisfactorily completed and the track is safe for the passage of trains.
- 4.1.7 The Contractor and Transnet Freight Trail's Site Representative will together quantify each day the work that has been completed. Only work that has been satisfactorily completed in terms of this contract will be accepted for payment. Any outstanding or unsatisfactory work will be pointed out by Transnet Freight Trail's Site Representative and will have to be completed / rectified within the contract period before being accepted for payment.
- 4.1.8 All work will be executed by means of the correct equipment.

##### **4.2. PRODUCTION RATE**

- 4.2.1. The production rate for the various items will be as indicated in Part F, with specific reference to items 40, 41, 42, 47, 48, 71, 72, 73 and 74.



## **PART D: CONTRACT SPECIFIC AGREEMENT**

### **CONTRACT SPECIFIC AGREEMENT WITH TRANSNET CAPITAL PROJECTS FOR PERWAY INFRASTRUCTURE MAINTENANCE AND REHABILITATION**

#### **1. SCOPE OF CONTRACT SPECIFIC AGREEMENT**

- 1.1 The CONTRACT SPECIFIC AGREEMENT is based on RME providing geographically placed, fully equipped infrastructure maintenance and rehabilitation resources complete with supervision for the use by Infra Depots on the whole variety of Infra Maintenance and Rehabilitation tasks.
- 1.2 The resources may during the course of a year be applied to all the different maintenance tasks. E.g. Track maintenance and rehabilitation resources may be applied to the whole variety of track maintenance and rehabilitation tasks but subject to the *Estimated Team Production (Latest edition) (Part F)*.
- 1.3 The process of execution and standard work for all track maintenance work shall be the E10 Specification for track work, The Manual for Track Maintenance (2000) and the Track Welding Manual (2007).
- 1.4 The CSA will be an overall agreement for Transnet Freight Rail as a whole of which the administration, day-to-day production outputs, quality and monthly measurement and payment will be managed by the Infra Depot Engineers.
- 1.5 In the event of resources running out of work within a specific geographic area the resources may be applied to work in different geographic areas subject to mutual agreement by respective Infra Regional Managers.
- 1.6 Annual leave for the staff included in the RME teams shall be scheduled such that a suitable amount of resources will be available during the festive periods of December/January, Easter and other public holidays.
- 1.7 On signing of this CSA it shall replace all existing contracts and agreements with Transnet Freight Rail RME as from that date. All new work required from RME shall in future be managed by means of this CSA.

#### **2. SCOPE OF WORK**

- 2.1 Payment to RME under the CSA shall be all inclusive for providing the teams complete with appropriate supervision inclusive of all tools and equipment and operational consumables for operational activities for one year of Normal Work Time.
- 2.2 All track materials and associated consumables e.g. flags, detonators, sleepers, rails, turnout material, block joints, trackside lubricators, lubricating geofabric and drainage material, exothermic portions, level crossing blocks, track and road signs, sign posts, fencing material etc. shall be supplied by Transnet Freight Rail.
- 2.3 Whenever a team is applied on specific activities, the Estimated Team Production (*Latest Edition*) (**Part E**) shall be the norm for daily productivity of that team.

#### **3. CSA ADMINISTRATION**

##### **3.1 PLANNING OF THE WORK**

- 3.1.1 Transnet Freight Rail shall provide an initial programme of work for the first month and thereafter maintain a three month rolling programme covering the next three months



following the current month.

- 3.1.2 There shall be monthly production meeting between RME and Depot staff where actual production will be compared with planned production. The planned work for the next three months will also be discussed.

### 3.2 SITE ADMINISTRATION

- 3.2.1 RME will maintain an official site diary on site for recording specified information which shall include daily production details, number of resources on site and quality measurements as well as specific instructions by Transnet Freight Rail.
- 3.2.2 Daily diary sheets shall be signed off at the end of each workday by both RME and depot staff.

### 3.3 QUALITY

- 3.3.1 Quality shall conform to the requirements of the E10 Specification for Track work, the Manual for Track Maintenance (2000) and Track Welding Manual (2007).
- 3.3.2 Transnet Freight Rail shall measure quality on an ad-hoc basis. The tools and equipment for this purpose shall be provided by RME and shall always be available on site.
- 3.3.3 Substandard quality shall be repaired by RME or not be recognised as production and therefore not eligible for payment.

### 3.4 MEASUREMENT AND PAYMENT

- 3.4.1 The site diary documentation shall be used for quality, payment, asset and statistical purposes.
- 3.4.2 Measurement for a monthly payment certificate shall be jointly done by the Depot staff and RME at the end of each month. All production, quality and other measurements for work completed and eligible for payment shall be prepared and be available at the Monthly Payment Meeting.
- 3.4.3 Provided that actual production correlates with Estimated Team Production (Latest Edition) full payment for the resources on site will be passed.
- 3.4.4 In the event of substandard production, payment for the resources will be reduced proportionally in the ratio of Actual production divided by Estimated Team Production (Latest Edition).
- 3.4.5 All daily diary sheets shall be filed and kept by depot staff for audit purposes.

## 4. RESOURCES

- 4.1.1 RME shall provide standard teams at the agreed cost per team as per **annexure B**.
- 4.1.2 In the event of Transnet Freight Rail requiring RME to scale resources up above this level, then by authority of at least Infra Regional Manager, Transnet Freight Rail shall give RME three months written notice to the effect.
- 4.1.3 In the event of Transnet Freight Rail requiring RME to scale resources down below this level, then by authority of at least Infra Regional Manager, Transnet Freight Rail shall give RME three months written notice to the effect.

## 5. SAFETY REQUIREMENTS

- 5.1.1 RME shall at all time comply with safety rules, regulations and legislation, as well as Transnet Freight Rail Safety Guidelines for Infrastructure (Latest Edition).

- 5.1.2 RME shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation.
- 5.1.3 RME shall prepare and implement a comprehensive safety case covering all the site management structures, all safety legal appointments as well as the written safe working procedures of all equipment used on site.
- 5.1.4 RME shall be responsible to ensure the use of only technically competent trained staff on all types of work.
- 5.1.5 The Safety Case together with all supporting documentation shall at all times be available for compliance audit.
- 5.1.6 RME shall ensure that all site staff are trained and inducted in the written safe working procedures for all equipment used on site.
- 5.1.7 RME shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the site diary before the start of every shift.
- 5.1.8 RME shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area supervisors and contract supervisors site staff are always competently trained with regards to PWC Electrical Education Training.
- 5.1.9 RME shall also be responsible to ensure that contract managers in charge of sites area always competently trained with regards to COM Competency Electrical Training (to follow PWC training).
- 5.1.10 Non compliance with safety requirements will result in and immediate suspension of work without payment.

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**PART F: SCHEDULE OF MAINTENANCE ACTIVITIES AND PRODUCTION RATES**

**TEAMS 1 & 2 MUST BE ABLE TO PERFORM THE FOLLOWING WORK**

ITEM	DESCRIPTION	UNIT	Planned Daily prod	NOTES
16	Destressing P2 (incl welding)	track m	1125	
17	Destressing F4 (incl welding)	track m	375	
27	Offload AY-trucks and profile ballast	truck	22	
28	Offload sleepers from DZ trucks	DZ	7	
29	Re-arrange fastenings on F4 sleepers	sleeper	1710	
30	Replace F4/P2 with F4/P2 sleepers	sleeper	112	
32	Replace F4 sleeper fastenings	sleeper	562	For rusted pins
33	Replace F4 sleeper fastenings (excl rusted pins)	sleeper	1500	
36	Replace P2 sleeper fastenings	sleeper	2400	Including the removal of released fasteners from site.
49	Screen ballast open track (As per MTM 2000)	track m	180	As per Manual for Track Maintenance
59	Offload long rails from bolster (>36m)	m	3500	
60	Load long rails onto bolster (>36m)	lengths	30	720 m of rail
64	Pulling up of rail	m	1500	
66	Replace rails (incl welding)	m	720	

**TEAMS 1 & 2 MUST BE ABLE TO PERFORM THE FOLLOWING WORK**

ITEM	DESCRIPTION (provisional work)	UNIT	Planned Daily prod	NOTES
1	Boxing in of ballast	m	750	
10	Crop and creep rails. Respace 6 sleepers (Fishplate)	joint	15	Allowance is made to re space six sleepers at the joint.
11	Crop and creep rails. Respace 6 sleepers (Welded)	joint	10	
13	Cutting of rails (disc cutter)	ea	60	This is cuts per disc cutter. Including 80 sleepers both sides de-stressed & jim crowed
20	Insert closure (excl portions & X-ray)	ea	9	
21	Insert rail joints (fish platet + max 6 sleepers respace)	ea	15	
25	Offload sleepers from DZ trucks	DZ	18	This is off load to be clear of track
26	Distribute sleepers alongside track	sleeper	600	25 sleepers per pair
40	Replace timber sleepers 2.1 to 2.7m on turnouts	ea	68	
41	Replace timber sleepers 3.0 to 4.2m on turnouts	ea	45	
42	Drill and place chair on wooden sleeper	ea	180	10 per working pair
43	Replace timber with F4 / P2 sleepers	sleeper	84	10 per working pair
45	Replace timber with timber. Drilled and chairs in place.	sleeper	84	
47	Screen 1:12 sets SRJ to EOS	ea	2.5	Should never screen set in isolation
48	Screen 1:9 sets SRJ to EOS	ea	2.5	Should never screen set in isolation
58	Open level crossing, screen and re-instate (7 m road)	ea	1	
65	Dismantle track	M rail	900	
70	Remove and replace crossing blocks	Lxing	3	Were sets are in close succession.
71	General set maintenance 1:9 and 1:12	turnout	3	Isolated turnouts.
72	Remove and replace stock and switch	Component	2	Isolated turnouts.
73	Remove and replace stock and guard	Component	2	Isolated turnouts.
74	Remove and replace crossing	Component	2	Isolated turnouts.

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## **PART G: WORK PROGRAMMES**

Detailed work programmes will be issued once the tender has been awarded. The programme will be issued at least two weeks prior to the starting date as indicated in Part G: Schedule of work. Detail pertaining to work to be done for the next month will be given in the programme.

Should the contractor at any stage realise that the activity at hand will be completed more than 2 weeks in advance from the end date, it is responsibility of the Contractor to inform the Service Manager. The next activity will then start earlier, as 2 weeks is sufficient to ask for occupation. In this way, unnecessary standing / waiting time will be reduced to the minimum.

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# **PART J: DIAGRAM OF EMPANGENI INFRASTRUCTURE MAINTENANCE DEPOT**

## **EASTERN ZONE EMPANGENI DEPOT**

### **Operational Maintenance - Infrastructure**

SWAZILAND Depot Boundary -210.61

GoI	Golela 210.61	(Depot Boundary)
LSP	Leeuspoor 200.98	
KMG	Kingholm - 194.68	
CAO	Candover - 186.81	
NKK	Nkonkoni - 178.30	
MKD	Mkuze - 168.16	
SHE	Sihlepu - 154.01	
BIA	Bayala - 142.25	
MHA	Mhlosinga 129.35	
NGI	Ngweni - 118.74	
HLW	Hluhluwe - 107.71	
NME	Ncemane - 118.74	
BUA	Bushlands - 97.70	
MFI	Mfekayi - 88.95	
NZR	Nyalazi River - 82.82	
FWD	Fernwood - 75.13	
DUK	Dukuduku -62.89	
MUT	Mtubatuba - 56.49	
HIG	Haig - 48.89	
LVE	Lakeview - 45.84	
TEZ	Teza - 40.70	
PIK	Penicuik - 33.52	
KMB	Kwambonambi - 29.39	
MSX	Mposa - 25.21	
NSI	Nseleni - 20.65	REM
RSI	Diesel Depot - 15.004	
RBJ	Nseze Yard	
	Richards bay Junction - 7.52	

COAline and Nsezi Yard control by COAlink

MDZ	Mandozi - 6.266	EMG	Empangeni - 00.0
MZL	Makazula - 9.171	NIN	Ninians - 3.81
NMI	Ngqwatayi - 13.157	FXT	Felixton -8.02
MVP	Mevamhlophe - 15.427	MZY	Mzingwenya - 12.62
NYK	Noyka - 18.714	PDF	Port Dunford - 23.41
NGG	Ngogodo - 23.123	MZT	Mtunzini - 28.49
NKB	Nkomboshe - 27.532	HDY	Hudley - 36.12
THE	Heatonville - 28.358	GIN	Gingindlovu - 49.09
SMQ	Manyela - 34.012	AKL	Amatikulu -55.12
DMZ	Dumezweni - 37.179	SIT	Isithebe - 68.27
MTM	Mtimona - 40.448	MWI	Mandini -72.62
KYY	Kwayaja - 43.012	TUG	Tugela - 79.20
NKI	Nsimbakazi - 45.177	DNL	Darnall - 92.19
NKW	Nkwenke - 51.804	NGR	New Guelderland - 98.72
DKI	Dukaneni - 54.918	SAE	Stanger -103.51
BLX	Bedlane - 59.431		(Depot Boundary)
MNU	Mganu - 61.069		
NKR	Nkweleni - 64.634		

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## PART C4: SITE INFORMATION

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DESCRIPTION OF THE WORKS: PROVISION OF TRACK TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN"  
REQUIRED BASIS

## Part C 4: Site Information

Document reference	Title	No of pages
C4	This cover page	1
	Site Information	1
Total number of pages		2

DESCRIPTION OF THE WORKS: PROVISION OF TRACK TEAM IN THE RICHARDS BAY AREA ON AN "AS AND WHEN" REQUIRED BASIS

## Part 4: Site Information

Core clause 11.2(15) states "Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

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

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## Description of the Site and its Surroundings

### General Description

The sites are scattered through the Richards Bay area, including the Port of Richards Bay for Transnet National Port Authorities,

### Site Access

Access to all sites will be from the existing public and maintenance road networks whilst access to the Port of Richards Bay will be through the formalised East or West Access Gates. Access to the sites will be subject to the Transnet relevant Operating Division's security requirements and regulations.

### Site Facilities Available

No facilities have been provided for by the *Employer* because of the nature and duration of the works. Should the *Contractor* require a laydown area it will be arranged.