



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[herein after referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BFX/52465

FOR THE PROVISION OF OFF-TRACK VEGETATION CONTROL INCLUDING DECLARED WEEDS AND INVADING PLANTS AT LEVEL CROSSINGS WITHIN THE BLOEMFONTEIN DEPOT BOUNDARIES FOR A PERIOD OF TWO (2) YEARS

ISSUE DATE : 17 SEPTEMBER 2013
CLOSING DATE : 15 OCTOBER 2013
CLOSING TIME : 10:00
FORMAL BRIEFING : 27 SEPTEMBER AT 10:00 - A COMPULSORY PRE-QUOTATION SITE MEETING AND/OR BRIEFING SESSION WILL BE CONDUCTED AT RAIL NETWORK, NATHAN STREET, BLOEMFONTEIN

Section 1**NOTICE TO BIDDERS**

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: Courier
The Secretariat

Acquisition Council

Admin Support

Tender Box

Office No. 2

Real Estate Management Building

Austen Street

Beaconsfield

Kimberley

(Contact person: Maggie Pain Tel. 053-838 3341)

1 Responses to RFQ

Responses to this RFQ [Quotations] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" for companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Service.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00. However, if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Services will exceed R1 000 000.00. However, if the 90/10 preference point system is stipulated in this RFQ and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply **90/10** preference point system prescribed in the PPFA.

Respondent's Signature

Date & Company Stamp

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

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

- a) **Large Enterprises [i.e. annual turnover greater than 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) **Expanded Micro Enterprises ~ EME [i.e. annual turnover less than R5 million]:**

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date

Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs or a valid certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **10 [ten] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating.

N.B. Failure to submit a B-BBEE certificate, which is valid as at the closing date of this RFP, will result in a score of zero being allocated for B-BBEE.

3 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Gideon Joubert

Email: Gideon.Joubert@Transnet.net

Respondent's Signature

Date & Company Stamp

Respondents may also, at any time after the closing date of the RFQ, communicate with Supply Chain Services, Admin Support on any matter relating to its RFQ response:

Telephone 053 838 3341

Email Maggie.Pain@Transnet.net

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable]*.

6 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

7 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

12 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;

Respondent's Signature _____

_____ Date & Company Stamp

- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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

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

NATURE OF BREACH: _____

DATE OF BREACH: _____

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

13 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

- **Administrative responsiveness** - Completeness of response and returnable documents
- **Substantive responsiveness** – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Weighted evaluation based on 90/10 preference point system as indicated in paragraph 2:
 - Pricing and price basis [Firm] - whilst not the sole factor for consideration of competitive pricing and overall level of unconditional discounts¹ will be critical
 - B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

Respondent's Signature

Date & Company Stamp

B-BBEE Status Level of Contributor	Number of points (90 / 10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

14 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ. This RFQ is valid until _____.

15 Banking Details

BANK: _____
 BRANCH NAME / CODE: _____
 ACCOUNT HOLDER: _____
 ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____
 Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

18 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

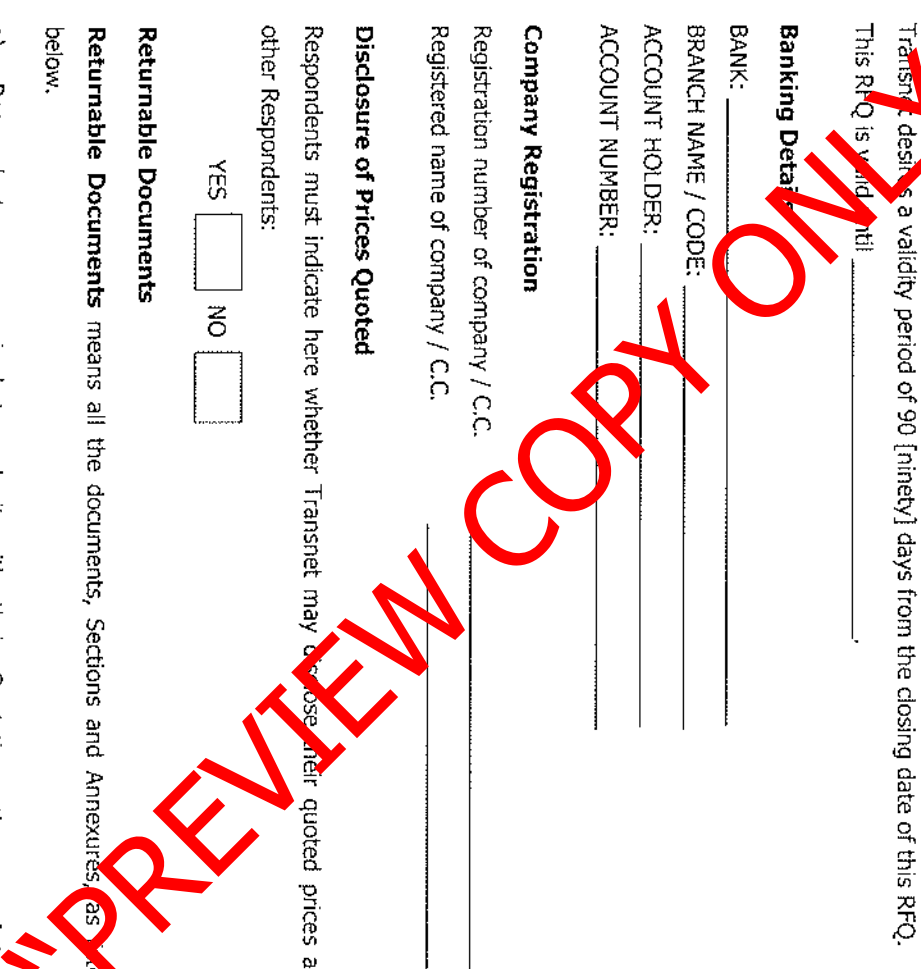
a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

 Respondent's Signature

 Date & Company Stamp



Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
<ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	
Special conditions of contract and specifications: Part A General	
Special conditions of contract and specifications: Part B Vegetation control	
Form E.4E Transnet (Jan 2004) Safety arrangements and Procedural compliance with the Occupational Health and Safety act (Act 85 of 1993 and applicable regulations	
Drawing Di-T-0107 Cleaning of Railway level crossings	
E7/1 (July 1998) Specification for general work and works on, over, under or adjacent to Railway lines and near high voltage equipment Special conditions	
Valid certified copy of certificate issued by the Department of Agriculture to certify that the bidder or his/her representative is a Pest Control Operator in terms of act 36 of 1947, as stipulated under clause A4.3	

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

Failure to provide a these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Essential Returnable Documents by so indicating [Yes or No] in the table below:

Essential Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QESB] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMES] <p>Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard</p>	
<ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
<ul style="list-style-type: none"> - SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Services to Transnet 	
SECTION 4 : Vendor Application Form	
<ul style="list-style-type: none"> - Original cancelled cheque or bank verification of banking details 	

Respondent's Signature

Date & Company Stamp

Essential Returnable Documents	Submitted [Yes or No]
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	

c) In addition to the requirements of paragraph a) and b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
Letter of Good Standing	

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Section 2 QUOTATION FORM

I/We _____

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, the covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/services within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the service required, on a "delivered nominated destination" basis, excluding VAT:

See PART C

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

PART C
SOUTH - WEST ZONE
Bloemfontein

SCHEDULE OF QUANTITIES AND PRICES: OFF TRACK VEGETATION CONTROL - LEVEL CROSSINGS

Item	Description	Functional Location	Sort Field Km	m ²	Ha	(m ²) Per Worklot	Total Annual Worklots Per Crossing	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year2	Total For 2 Years
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1. HAMILTON - SPRINGFONTEIN

1.1	RFG-FER 1 / PAO	C04-LB103-E02	BFX/010.127	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.2	FER-KAL 1-Ted Deanstr	C04-LB103-E03	BFX/011.819	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.3	FER-KAL 2-Mariusstr	C04-LB103-E03	BFX/012.457	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.4	FER-KAL 3-Kaalspruit	C04-LB103-E03	BFX/018.787	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.5	KFR-MYT 1-S299	C04-LB103-E06	BFX/039.724	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.6	SHBG 1	C04-LB103-SHBG	BFX/051.250	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.7	HBG-WSO 1-S145	C04-LB103-E08	BFX/059.829	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.8	SRER 1	C04-LB103-SRER	BFX/067.470	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.9	RER-EBR 1-S145	C04-LB103-E10	BFX/073.433	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.10	MWN-PPE 1-S544	C04-LB103-E12	BFX/084.528	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.11	KRQ-WPS 1-KRUGERS	C04-LB103-E15	BFX/100.681	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.12	SWPS 1	C04-LB103-SWPS	BFX/106.495	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.13	PAU-LFR 1-T2644	C04-LB103-E18	BFX/127.961	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
1.14	LFR-SPE 1-T2645	C04-LB103-E19	BFX/135	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....

2. WOLWEHOEK - DOVER

2.1	YWR-DVE 1	C04-LB154-E02	VE R/03.882	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
2.2	YWR-DVE 2	C04-LB154-E03	VE R/04.707	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
2.3	YWR-DVE 3	C04-LB154-E04	VE R/046.900	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....

Item	Description	Functional Location	Sort Field Km	m ²	Ha	(m ²) Per Worklot	Total Annual Worklots Per Crossing	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year 2	Total For 2 Years
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3. DOVER - WESTLEIGH

3.1	VBR-WEH 1	C04-LB132-E02	VER/049.850	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.2	VBR-WEH 2	C04-LB132-E03	VER/057.900	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.3	HUN-VBR 1	C04-LB132-E04	VER/061.600	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.4	HUN-VBR 2	C04-LB132-E04	VER/066.750	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.5	RWL-SRF 1	C04-LB132-E08	VER/080.900	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.6	KPY-RWL 1	C04-LB132-E10	VER/084.075	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.7	KPY-RWL 2	C04-LB132-E10	VER/087.754	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.8	KPY-RWL 3	C04-LB132-E10	VER/092.600	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.9	LSM-KPY 1	C04-LB132-E12	VER/095.050	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.10	LSM-KPY 2	C04-LB132-E12	VER/097.500	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.11	LSM-KPY 3	C04-LB132-E12	VER/099.500	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.12	LSM-KPY 2	C04-LB132-E12	VER/103.530	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.13	GLD-LSM 1	C04-LB132-E14	VER/107.000	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.14	GLD-LSM 2	C04-LB132-E15	VER/111.400	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.15	DVE-GLD 1	C04-LB132-E16	VER/119.250	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.16	DVE-GLD 1	C04-LB132-E15	VER/122.100	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
3.17	DVE-GLD 2	C04-LB132-E16	VER/123.858	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....

4. WHITES - KROONSTAD

4.1	BCD-GNE 1	C04-LB126-E03	KRO/020.740	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
4.2	BCD-GNE 2	C04-LB126-E04	KRO/021.742	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
4.3	BCD-GNE 3	C04-LB126-E05	KRO/022.400	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
4.4	BCD-GNE 4	C04-LB126-E06	KRO/020.130	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
4.5	HLF-HAN 1	C04-LB126-E08	KRO/031.106	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
4.6	HLF-HAN 2	C04-LB126-E08	KRO/032.098	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
4.7	HLF-HAN 3	C04-LB126-E08	KRO/035.003	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
4.8	HLF-HAN 4	C04-LB126-E08	KRO/038.130	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
4.9	HAN-WHT 1	C04-LB126-E10	KRO/046.613	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
4.10	SWHT 1	C04-LB126-SWHT	VER/048.140	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....

Item	Description	Functional Location	Sort Field Km	m ²	Ha	(m ²) Per Worklot	Total Annual Worklots Per Crossing	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year 2	Total For 2 Years
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5. WHITES - THEUNISSEN

5.1	KVK-VGA 1	C04-LB158-E04	KRO/061.264	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
5.2	VGA-WLG 1	C04-LB158-E06	KRO/069.285	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....

6. THEUNISSEN - BLOEMFONTEIN

6.1	VEV-EEN 1	C04-LB138-E04	KRO/119.100	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
6.2	EEN-HBK 1	C04-LB138-E06	KRO/130.050	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
6.3	EEN-HBK 2	C04-LB138-E07	KRO/122.060	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
6.4	BDT-AMN 1	C04-LB138-E10	KRO/149.010	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
6.5	AMN-KRR 1	C04-LB138-E12	KRO/153.710	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
6.6	Karee	C04-LB138-E13	KRO/163.600	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....

7. WHITES - WELKOM

7.1	WHT-MOD 1	C04-LB127-E01	WHT/000.468	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
7.2	WHT-MOD 2	C04-LB127-E01	WHT/007.748	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
7.3	LOS-EFD 1	C04-LB127-E02	WHT/009.379	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
7.4	LOS-EFD 2	C04-LB127-E02	WHT/010.845	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....
7.5	LOS-EFD 3	C04-LB127-E02	WHT/011.932	7540	0.754	1885	4	R.....	R.....	R.....	R.....	R.....

"PREVIEW COPY ONLY"

Item	Description	Functional Location	Sort Field Km	m ²	Ha	Worklot (m ²) Per Worklot	Total Annual Worklots Per Crossing	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year 2	Total For Years 2
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8. GUNHILL - ARLINGTON

8.1	GUN-FHT 1	C04-LB145-E01	GUN/005.167	7540	0.754	1885	4	R	R	R	R	R
8.2	GUN-FHT 2	C04-LB145-E01	GUN/007.397	7540	0.754	1885	4	R	R	R	R	R
8.3	GUN-FHT 3	C04-LB145-E02	GUN/008.070	7540	0.754	1885	4	R	R	R	R	R
8.4	FHT-PSD 1	C04-LB145-E02	GUN/014.178	7540	0.754	1885	4	R	R	R	R	R
8.5	FHT-PSD 2	C04-LB145-E03	GUN/018.150	7540	0.754	1885	4	R	R	R	R	R
8.6	FHT-PSD 3	C04-LB145-E04	GUN/019.100	7540	0.754	1885	4	R	R	R	R	R
8.7	FHT-PSD 4	C04-LB145-E05	GUN/021.100	7540	0.754	1885	4	R	R	R	R	R
8.8	PSD-WOK 1	C04-LB145-E03	GUN/024.020	7540	0.754	1885	4	R	R	R	R	R
8.9	PSD-WOK 2	C04-LB145-E04	GUN/021.301	7540	0.754	1885	4	R	R	R	R	R
8.10	WOK-OYS 1	C04-LB145-E04	GUN/027.593	7540	0.754	1885	4	R	R	R	R	R
8.11	WOK-OYS 2	C04-LB145-E04	GUN/029.028	7540	0.754	1885	4	R	R	R	R	R
8.12	WOK-OYS 3	C04-LB145-E05	GUN/031.815	7540	0.754	1885	4	R	R	R	R	R
8.13	WOK-OYS 4	C04-LB145-E06	GUN/035.082	7540	0.754	1885	4	R	R	R	R	R
8.14	WOK-OYS 5	C04-LB145-E07	GUN/035.916	7540	0.754	1885	4	R	R	R	R	R
8.15	WOK-OYS 6	C04-LB145-E08	GUN/036.785	7540	0.754	1885	4	R	R	R	R	R
8.16	WOK-OYS 7	C04-LB145-E09	GUN/038.800	7540	0.754	1885	4	R	R	R	R	R
8.17	WOK-OYS 7	C04-LB145-E09	GUN/039.568	7540	0.754	1885	4	R	R	R	R	R
8.18	WOK-OYS 8	C04-LB145-E10	GUN/059.000	7540	0.754	1885	4	R	R	R	R	R
8.19	LVT-KUT 1	C04-LB145-E07	GUN/060.521	7540	0.754	1885	4	R	R	R	R	R
8.20	KUT-YAR 1	C04-LB145-E08	GUN/071.527	754	0.754	1885	4	R	R	R	R	R

9. ARLINGTON - BETHLEHEM

9.1	ARG-ONS 1	C04-LB152-E01	GUN/091.214	7540	0.754	1885	4	R	R	R	R	R
9.2	KTG-VRV 1	C04-LB152-E03	GUN/403.874	7540	0.754	1885	4	R	R	R	R	R

Item	Description	Functional Location	Sort Field Km	m ²	Ha	Worklot Per (m ²)	Total Annual Worklots Crossing	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year 2	Total For Years 2
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10. BETHLEHEM - HARRISMITH

10.1	BEM-ANN 1	C04-LB148-E01	BEM/002.343	7540	0.754	1885	4	R	R	R	R	R
10.2	BEM-ANN 2	C04-LB148-E01	BEM/004.271	7540	0.754	1885	4	R	R	R	R	R
10.3	BEM-ANN 3	C04-LB148-E01	BEM/011.589	7540	0.754	1885	4	R	R	R	R	R
10.4	BEM-ANN 4	C04-LB148-E01	BEM/012.565	7540	0.754	1885	4	R	R	R	R	R
10.5	SBK-KNN 1	C04-LB148-E03	BEM/024.934	7540	0.754	1885	4	R	R	R	R	R
10.6	SBK-KNN 2	C04-LB148-E03	BEM/032.319	7540	0.754	1885	4	R	R	R	R	R
10.7	SBK-KNN 3	C04-LB148-E04	BEM/079.012	7540	0.754	1885	4	R	R	R	R	R

11. BLOEMFONTEIN - SANNASPOS

11.1	BFX-BXT 1	C04-LB108-E01	BFX/003.300	7540	0.754	1885	4	R	R	R	R	R
11.2	BFX-BXT 1	C04-LB108-E01	BFX/006.150	7540	0.754	1885	4	R	R	R	R	R
11.3	BXT-KEL 1	C04-LB108-E02	BFX/009.050	7540	0.754	1885	4	R	R	R	R	R
11.4	SKEL 1	C04-LB108-SKEL	BFX/010.150	7540	0.754	1885	4	R	R	R	R	R
11.5	KEL-SSS 1	C04-LB108-E03	BFX/011.100	7540	0.754	1885	4	R	R	R	R	R
11.6	KEL-SSS 2	C04-LB108-E03	BFX/012.800	7540	0.754	1885	4	R	R	R	R	R
11.7	KEL-SSS 3	C04-LB108-E03	BFX/015.500	7540	0.754	1885	4	R	R	R	R	R
11.8	KEL-SSS 4	C04-LB108-E03	BFX/017.400	7540	0.754	1885	4	R	R	R	R	R
11.9	SSSS 1	C04-LB108-SSSS	BFX/033.200	7540	0.754	1885	4	R	R	R	R	R

Item	Description	Functional Location	Sort Field Km	m ²	Ha	(m ²) Per Worklot	Total Annual Worklots Per Crossing	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year2	Total For 2 Years
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12. SANNASPOS - MARSEILLES

12.1	SSS-SNE 0	C04-LB141-E00	BFX/024.500	7540	0.754	1885	4	R	R	R	R	R
12.2	SSS-SNE 1	C04-LB141-E01	BFX/035.250	7540	0.754	1885	4	R	R	R	R	R
12.3	SSS-SNE 2	C04-LB141-E01	BFX/037.250	7540	0.754	1885	4	R	R	R	R	R
12.4	SNE.TCR 1	C04-LB141-E02	BFX/060.000	7540	0.754	1885	4	R	R	R	R	R
12.5	TCR-WGN 1	C04-LB141-E03	BFX/062.600	7540	0.754	1885	4	R	R	R	R	R
12.6	TCR-WGN 2	C04-LB141-E03	BFX/064.250	7540	0.754	1885	4	R	R	R	R	R
12.7	TCR-WGN 3	C04-LB141-E03	BFX/066.050	7540	0.754	1885	4	R	R	R	R	R
12.8	WGN.TCR 1	C04-LB141-E04	BFX/083.150	7540	0.754	1885	4	R	R	R	R	R
12.9	TST-WSM 1	C04-LB141-E05	BFX/086.300	7540	0.754	1885	4	R	R	R	R	R
12.10	TST-WSM 2	C04-LB141-E05	BFX/086.800	7540	0.754	1885	4	R	R	R	R	R
12.11	TST-WSM 3	C04-LB141-E05	BFX/088.950	7540	0.754	1885	4	R	R	R	R	R
12.12	TST-WSM 4	C04-LB141-E06	BFX/096.000	7540	0.754	1885	4	R	R	R	R	R
12.13	WSM-MAS 1	C04-LB141-E06	BFX/105.900	7540	0.754	1885	4	R	R	R	R	R
12.14	WSM-MAS 2	C04-LB141-E06	BFX/110.750	7540	0.754	1885	4	R	R	R	R	R

13. MARSEILLES - MASERU

13.1	MAS-VES 1	C04-LB142-E01	MAS/001.460	7540	0.754	1885	4	R	R	R	R	R
13.2	MAS-VES 2	C04-LB142-E01	MAS/006.600	7540	0.754	1885	4	R	R	R	R	R
13.3	VES-MSU 1	C04-LB142-E02	MAS/012.700	7540	0.754	1885	4	R	R	R	R	R
13.4	VES-MSU 2	C04-LB142-E02	MAS/022.150	7540	0.754	1885	4	R	R	R	R	R
13.5	VES-MSU 3	C04-LB142-E02	MAS/023.900	7540	0.754	1885	4	R	R	R	R	R
13.6	VES-MSU 4	C04-LB142-E02	MAS/024.300	7540	0.754	1885	4	R	R	R	R	R
13.7	VES-MSU 5	C04-LB142-E02	MAS/024.850	7540	0.754	1885	4	R	R	R	R	R

14. MARSEILLES - MODDERPOORT

14.1	SHFN 1	C04-LB139-SHFH	BFX/123.250	7540	0.754	1885	4	R	R	R	R	R
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Item	Description	Functional Location	Sort Field Km	m ²	Ha	Worklot (m ²) Per Worklot	Total Annual Worklots Crossing	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year 2	Total For Years 2
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15. MODDERPOORT - BETHLEHEM

15.1	KIR-EKP 1	C04-LB144-E02	BFX/147.250	7540	0.754	1885	4	R	R	R	R	R
15.2	EKP-CLC 1	C04-LB144-E03	BFX/158.600	7540	0.754	1885	4	R	R	R	R	R
15.3	EKP-CLC 2	C04-LB144-E03	BFX/162.300	7540	0.754	1885	4	R	R	R	R	R
15.4	CLC-GUM 1	C04-LB144-E04	BFX/176.300	7540	0.754	1885	4	R	R	R	R	R
15.5	GUM-OIY 1	C04-LB144-E05	BFX/180.400	7540	0.754	1885	4	R	R	R	R	R
15.6	GUM-OIY 2	C04-LB144-E05	BFX/182.750	7540	0.754	1885	4	R	R	R	R	R
15.7	OIY-FBX 1	C04-LB144-E06	BFX/190.100	7540	0.754	1885	4	R	R	R	R	R
15.8	OIY-FBX 2	C04-LB144-E07	BFX/196.000	7540	0.754	1885	4	R	R	R	R	R
15.9	OIY-FBX 3	C04-LB144-E08	BFX/200.103	7540	0.754	1885	4	R	R	R	R	R
15.10	SFXB 1 (Stasie gebied)	C04-LB147-E16	BFX/201.050	7540	0.754	1885	4	R	R	R	R	R
15.11	SFXB 2 (Drehoek)	C04-LB147-E16	BFX/201.332	7540	0.754	1885	4	R	R	R	R	R
15.12	SLA-VMA 0	C04-LB144-E07	BFX/204.003	7540	0.754	1885	4	R	R	R	R	R
15.13	SLA-VMA 1	C04-LB144-E08	BFX/210.050	7540	0.754	1885	4	R	R	R	R	R
15.14	SLA-VMA 2	C04-LB144-E09	BFX/211.000	7540	0.754	1885	4	R	R	R	R	R
15.15	SLA-VMA 3	C04-LB144-E10	BFX/217.000	7540	0.754	1885	4	R	R	R	R	R
15.16	SLA-VMA 4	C04-LB144-E11	BFX/218.000	7540	0.754	1885	4	R	R	R	R	R
15.17	SLA-VMA 5	C04-LB144-E12	BFX/219.000	7540	0.754	1885	4	R	R	R	R	R
15.18	SLA-VMA 6	C04-LB144-E13	BFX/222.005	7540	0.754	1885	4	R	R	R	R	R
15.19	INI-GNC 1	C04-LB144-E11	BFX/225.000	7540	0.754	1885	4	R	R	R	R	R
15.20	INI-GNC 2	C04-LB144-E11	BFX/227.000	7540	0.754	1885	4	R	R	R	R	R
15.21	GNC-MKL 1	C04-LB144-E12	BFX/227.750	7540	0.754	1885	4	R	R	R	R	R
15.22	GNC-MKL 2	C04-LB144-E13	BFX/229.000	7540	0.754	1885	4	R	R	R	R	R
15.23	MKL-MXY 1	C04-LB144-E14	BFX/238.600	7540	0.754	1885	4	R	R	R	R	R
15.24	MXY-FRR 1	C04-LB144-E14	BFX/240.950	7540	0.754	1885	4	R	R	R	R	R
15.25	MXY-FRR 2	C04-LB144-E14	BFX/247.000	7540	0.754	1885	4	R	R	R	R	R
15.26	SFRR 1	C04-LB144-SFRR	BFX/250.650	7540	0.754	1885	4	R	R	R	R	R
15.27	FRR-SRN 1	C04-LB144-E15	BFX/253.700	7540	0.754	1885	4	R	R	R	R	R
15.28	FRR-SRN 2	C04-LB144-E15	BFX/255.350	7540	0.754	1885	4	R	R	R	R	R
15.29	SRN-BDG 1	C04-LB144-E16	BFX/257.950	7540	0.754	1885	4	R	R	R	R	R

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15.30	SSLB 1	C04-LB144-SSLB	BFX/270.950	7540	0.754	1885	4	R	R	R	R	R
15.31	SLB-BAE 1	C04-LB144-E18	BFX/271.600	7540	0.754	1885	4	R	R	R	R	R
15.32	SLB-BAE 2	C04-LB144-E19	BFX/276.000	7540	0.754	1885	4	R	R	R	R	R
15.33	SLB-BAE 3	C04-LB144-E20	BFX/279.100	7540	0.754	1885	4	R	R	R	R	R
15.34	SLB-BAE 4	C04-LB144-E21	BFX/281.100	7540	0.754	1885	4	R	R	R	R	R
15.35	SLB-BAE 5	C04-LB144-E22	BFX/282.000	7540	0.754	1885	4	R	R	R	R	R
15.36	BAE-BEM 1	C04-LB144-E19	BFX/288.200	7540	0.754	1885	4	R	R	R	R	R
15.37	BAE-BEM 2	C04-LB144-E20	BFX/291.000	7540	0.754	1885	4	R	R	R	R	R
15.38	BAE-BEM 3	C04-LB144-E21	BFX/293.900	7540	0.754	1885	4	R	R	R	R	R
15.39	BAE-BEM 4	C04-LB144-E22	BFX/296.000	7540	0.754	1885	4	R	R	R	R	R
15.40	BAE-BEM 5	C04-LB144-E23	BFX/299.000	7540	0.754	1885	4	R	R	R	R	R
15.41	BAE-BEM 6	C04-LB144-E24	BFX/300.150	7540	0.754	1885	4	R	R	R	R	R

16. MODDERPOORT - LADYBRAND

16.1	MPT-LBR 1	C04-LB143-E01	BFX/000.550	7540	0.754	1885	4	R	R	R	R	R
16.2	MPT-LBR 2	C04-LB143-E01	BFX/006.650	7540	0.754	1885	4	R	R	R	R	R
16.3	MPT-LBR 3	C04-LB143-E01	BFX/007.500	7540	0.754	1885	4	R	R	R	R	R

17. ARLINGTON - MAROUARD

17.1	BBS-LIB 1	C04-LB146-E02	AGR/010.034	7540	0.754	1885	4	R	R	R	R	R
17.2	BBS-LIB 2	C04-LB146-E02	AGR/017.812	7540	0.754	1885	4	R	R	R	R	R
17.3	BBS-LIB 3	C04-LB146-E02	AGR/022.690	7540	0.754	1885	4	R	R	R	R	R
17.4	BBS-LIB 4	C04-LB146-E03	AGR/027.000	7540	0.754	1885	4	R	R	R	R	R
17.5	LIB-BDH 1	C04-LB146-E03	AGR/028.757	7540	0.754	1885	4	R	R	R	R	R
17.6	LIB-BDH 2	C04-LB146-E03	AGR/033.924	7540	0.754	1885	4	R	R	R	R	R
17.7	SEN-VOS 1	C04-LB146-E05	AGR/045.083	7540	0.754	1885	4	R	R	R	R	R
17.8	SEN-VOS 2	C04-LB146-E05	AGR/045.501	7540	0.754	1885	4	R	R	R	R	R
17.9	VOS-VAT 1	C04-LB146-E06	AGR/052.433	7540	0.754	1885	4	R	R	R	R	R
17.10	VOS-VAT 2	C04-LB146-E07	AGR/060.633	7540	0.754	1885	4	R	R	R	R	R
17.11	VAT-MOV 1	C04-LB146-E07	AGR/064.784	7540	0.754	1885	4	R	R	R	R	R
17.12	VAT-MOV 2	C04-LB146-E07	AGR/065.507	7540	0.754	1885	4	R	R	R	R	R

Item	Description	Functional Location	Sort Field Km	m ²	Ha	(m ²) Per Worklot	Total Annual Worklots Crossing	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year2	Total For 2 Years
17.13	MOV-SAT 1	C04-LB146-E08	AGR/071.050	7540	0.754	1885	4	R	R	R	R	R
17.14	SAT-MXL 1	C04-LB146-E09	AGR/073.845	7540	0.754	1885	4	R	R	R	R	R
17.15	MXL-MRO 1	C04-LB146-E10	AGR/080.250	7540	0.754	1885	4	R	R	R	R	R
17.16	MXL-MRO 2	C04-LB146-E10	AGR/088.754	7540	0.754	1885	4	R	R	R	R	R
17.17	MXL-MRO 3	C04-LB146-E10	AGR/092.098	7540	0.754	1885	4	R	R	R	R	R
17.18	SMRG-1	C04-LB146-SMRO	AGR/093.042	7540	0.754	1885	4	R	R	R	R	R

18. ARLINGTON - HEILBRON

18.1	SFK-SRO 1	C04-LB147-E06	WHK/063.021	7540	0.754	1885	4	R	R	R	R	R
18.2	SHOO-1	C04-LB147-SHOO	WHK/072.600	7540	0.754	1885	4	R	R	R	R	R
18.3	HOO-RAC 1	C04-LB147-E08	WHK/081.387	7540	0.754	1885	4	R	R	R	R	R
18.4	HOO-RAC 2	C04-LB147-E08	WHK/083.087	7540	0.754	1885	4	R	R	R	R	R
18.5	BTU-PSS 1	C04-LB147-E10	WHK/092.360	7540	0.754	1885	4	R	R	R	R	R
18.6	PSS-RMD 1	C04-LB147-E11	WHK/100.050	7540	0.754	1885	4	R	R	R	R	R
18.7	PSS-RMD 2	C04-LB147-E11	WHK/106.400	7540	0.754	1885	4	R	R	R	R	R
18.8	PSS-RMD 3	C04-LB147-E11	WHK/110.250	7540	0.754	1885	4	R	R	R	R	R
18.9	PSS-RMD 4	C04-LB147-E12	WHK/112.436	7540	0.754	1885	4	R	R	R	R	R
18.10	MIN-MOG 1	C04-LB147-E13	WHK/117.204	7540	0.754	1885	4	R	R	R	R	R
18.11	MIN-MOG 2	C04-LB147-E13	WHK/119.080	7540	0.754	1885	4	R	R	R	R	R
18.12	MIN-MOG 3	C04-LB147-E14	WHK/125.500	7540	0.754	1885	4	R	R	R	R	R
18.13	MOG-LNR 1	C04-LB147-E14	WHK/125.970	7540	0.754	1885	4	R	R	R	R	R
18.14	MOG-LNR 2	C04-LB147-E14	WHK/133.008	7540	0.754	1885	4	R	R	R	R	R
18.15	MOG-LNR 3	C04-LB147-E14	WHK/138.133	7540	0.754	1885	4	R	R	R	R	R
18.16	MOG-LNR 4	C04-LB147-E14	WHK/140.156	7540	0.754	1885	4	R	R	R	R	R
18.17	SLNR-1	C04-LB147-SLNR	WHK/144.250	7540	0.754	1885	4	R	R	R	R	R
18.18	BDK-AGR 1	C04-LB147-E16	WHK/151.800	7540	0.754	1885	4	R	R	R	R	R
18.19	BDK-AGR 2	C04-LB147-E16	WHK/160.441	7540	0.754	1885	4	R	R	R	R	R
18.20	BDK-AGR 3	C04-LB147-E16	WHK/161.020	7540	0.754	1885	4	R	R	R	R	R
18.21	BDK-AGR 4	C04-LB147-E16	WHK/163.194	7540	0.754	1885	4	R	R	R	R	R

Item	Description	Functional Location	Sort Field Km	m ²	Ha	Worklot (m ²) Per Worklot	Total Annual Worklots Per Crossing	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year 2	Total For Years 2
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19. HARRISMITH - WARDEN

19.1	HRS-ERM 1	C04-LB149-E01	HRS/003.123	7540	0.754	1885	4	R	R	R	R	R
19.2	HRS-ERM 2	C04-LB149-E01	HRS/018.938	7540	0.754	1885	4	R	R	R	R	R
19.3	ERM-MVX 1	C04-LB149-E02	HRS/021.334	7540	0.754	1885	4	R	R	R	R	R
19.4	ERM-MVX 2	C04-LB149-E02	HRS/025.158	7540	0.754	1885	4	R	R	R	R	R
19.5	MVX-KSD 1	C04-LB149-E03	HRS/032.152	7540	0.754	1885	4	R	R	R	R	R
19.6	KSD-KST 1	C04-LB149-E04	HRS/034.325	7540	0.754	1885	4	R	R	R	R	R
19.7	KST-1PT 1	C04-LB149-E05	HRS/041.141	7540	0.754	1885	4	R	R	R	R	R
19.8	KST-1PT 2	C04-LB149-E05	HRS/046.918	7540	0.754	1885	4	R	R	R	R	R
19.9	TPT-WAN 1	C04-LB149-E06	HRS/054.506	7540	0.754	1885	4	R	R	R	R	R
19.10	TPT-WAN 2	C04-LB149-E06	HRS/056.151	7540	0.754	1885	4	R	R	R	R	R
19.11	SWAN-CROSSING BY DRIEHOEK	C04-LB149-SWAN	HRS/056.717	7540	0.754	1885	4	R	R	R	R	R

20. BETLHEM - VILLIERS

20.1	JRS-WFD 1	C04-LB150-E02	BOR/065.440	7540	0.754	1885	4	R	R	R	R	R
20.2	JRS-WFD 2	C04-LB150-E02	BOR/067.850	7540	0.754	1885	4	R	R	R	R	R
20.3	WFD-DAP 1	C04-LB150-E03	BOR/069.997	7540	0.754	1885	4	R	R	R	R	R
20.4	WFD-DAP 2	C04-LB150-E03	BOR/072.250	7540	0.754	1885	4	R	R	R	R	R
20.5	DAP-FFO 1	C04-LB150-E04	BOR/076.250	7540	0.754	1885	4	R	R	R	R	R
20.6	ZAR-MSA 1	C04-LB150-E07	BOR/111.250	7540	0.754	1885	4	R	R	R	R	R
20.7	MSA-TWG 3	C04-LB150-E08	BOR/121.941	7540	0.754	1885	4	R	R	R	R	R
20.8	MSA-TWG 4	C04-LB150-E08	BOR/138.510	7540	0.754	1885	4	R	R	R	R	R
20.9	BYP-HLT 1	C04-LB150-E10	BOR/146.750	7540	0.754	1885	4	R	R	R	R	R
20.10	HLT-RTZ 1	C04-LB150-E11	BOR/151.910	7540	0.754	1885	4	R	R	R	R	R
20.11	HLT-RTZ 2	C04-LB150-E11	BOR/157.650	7540	0.754	1885	4	R	R	R	R	R
20.12	SRTZ 1	C04-LB150-SRTZ	BOR/158.450	7540	0.754	1885	4	R	R	R	R	R
20.13	RTZ-BIV 1	C04-LB150-E12	BOR/158.850	7540	0.754	1885	4	R	R	R	R	R
20.14	RTZ-BIV 2	C04-LB150-E12	BOR/160.520	7540	0.754	1885	4	R	R	R	R	R
20.15	RTZ-BIV 3	C04-LB150-E12	BOR/165.250	7540	0.754	1885	4	R	R	R	R	R
20.16	RTZ-BIV 4	C04-LB150-E12	BOR/170.900	7540	0.754	1885	4	R	R	R	R	R

Item	Description	Functional Location	Sort Field Km	m ²	Ha	Worklot (m ²) Per Worklot	Total Annual Worklots Per Crossing	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year 2	Total For Years
20.17	RTZ-BIV 5	C04-LB150-E12	BOR/178.250	7540	0.754	1885	4	R	R	R	R	R
20.18	HSC-DLR 1	C04-LB150-E14	BOR/181.650	7540	0.754	1885	4	R	R	R	R	R
20.19	HSC-DLR 2	C04-LB150-E14	BOR/184.650	7540	0.754	1885	4	R	R	R	R	R
20.20	HSC-DLR 3	C04-LB150-E14	BOR/188.275	7540	0.754	1885	4	R	R	R	R	R
20.21	DLR-TTH 1	C04-LB150-E15	BOR/192.200	7540	0.754	1885	4	R	R	R	R	R
20.22	DLR-TTH 2	C04-LB150-E15	BOR/201.200	7540	0.754	1885	4	R	R	R	R	R
20.23	TTH-BEM 1	C04-LB150-E16	BOR/201.910	7540	0.754	1885	4	R	R	R	R	R
20.24	TTH-BEM 3	C04-LB150-E16	BOR/211.175	7540	0.754	1885	4	R	R	R	R	R
21.1	SBEM-LOKO BEHEERSENTRUM	C04-LB151-SBEM	GUN/134.173	7540	0.754	1885	4	R	R	R	R	R
21.2	SBEM-BHM GOEDERE WERF	C04-LB151-SBEM	GUN/134.173	7540	0.754	1885	4	R	R	R	R	R

21. BEITLHEM

22.1	WEL-FDM 1	C04-LB122-E01	WHT/030.929	7540	0.754	1885	4	R	R	R	R	R
22.2	FDM-ODO 1	C04-LB122-E02	WHT/032.262	7540	0.754	1885	4	R	R	R	R	R
22.3	ODO-CRB 1	C04-LB122-E03	WHT/040.420	7540	0.754	1885	4	R	R	R	R	R
22.4	CRB-ARD 1	C04-LB122-E04	WHT/048.251	7540	0.754	1885	4	R	R	R	R	R
22.5	ARD-AOA 1	C04-LB122-E05	WHT/053.882	7540	0.754	1885	4	R	R	R	R	R
22.6	ARD-AOA 2	C04-LB122-E05	WHT/056.548	7540	0.754	1885	4	R	R	R	R	R

22. WELKOM - ANCONA

23.1	AOA-LOS 1	C04-LB128-E01	VTN/081.204	7540	0.754	1885	4	R	R	R	R	R
23.2	AOA-LOS 2	C04-LB128-E01	VTN/082.765	7540	0.754	1885	4	R	R	R	R	R
23.3	AOA-LOS 3	C04-LB128-E01	VTN/084.525	7540	0.754	1885	4	R	R	R	R	R
23.4	AOA-LOS 4	C04-LB128-E01	VTN/089.885	7540	0.754	1885	4	R	R	R	R	R
23.5	Bultfontein - Anaconda	C04-LB128-E08	FTO/091.498	7540	0.754	1885	4	R	R	R	R	R
23.6	Bultfontein - Anaconda	C04-LB128-E09	KRO/095.428	7540	0.754	1885	4	R	R	R	R	R
23.7	LOS-EFD 1	C04-LB128-E02	VTN/095.499	7540	0.754	1885	4	R	R	R	R	R
23.8	EFD-WBN 1	C04-LB128-E03	VTN/098.214	7540	0.754	1885	4	R	R	R	R	R
23.9	EFD-WBN 2	C04-LB128-E03	VTN/103.193	7540	0.754	1885	4	R	R	R	R	R

23. ANCONA - BULTFONTein

Item	Description	Functional Location	Sort Field Km	m ²	Ha	Worklot (m ²) Per Worklot	Total Annual Worklots Per Worklot	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year 2	Total For 2 Years
23.10	WBN-BMP 1	C04-LB128-E04	VTN/106.591	7540	0.754	1885	4	R	R	R	R	R
23.11	WBN-BMP 2	C04-LB128-E04	VTN/107.879	7540	0.754	1885	4	R	R	R	R	R
23.12	WBN-BMP 3	C04-LB128-E04	VTN/108.613	7540	0.754	1885	4	R	R	R	R	R
23.13	WBN-BMP 4	C04-LB128-E04	VTN/112.571	7540	0.754	1885	4	R	R	R	R	R
23.14	BMP-TYR 1	C04-LB128-E05	VTN/117.981	7540	0.754	1885	4	R	R	R	R	R
23.15	BMP-TYR 2	C04-LB128-E05	VTN/121.734	7540	0.754	1885	4	R	R	R	R	R
23.16	TYR-WLT 1	C04-LB128-E06	VTN/127.023	7540	0.754	1885	4	R	R	R	R	R
23.17	TYR-WLT 2	C04-LB128-E06	VTN/132.454	7540	0.754	1885	4	R	R	R	R	R
23.18	WLT-PET 1	C04-LB128-E07	VTN/136.836	7540	0.754	1885	4	R	R	R	R	R
23.19	WLT-PET 2	C04-LB128-E07	VTN/142.766	7540	0.754	1885	4	R	R	R	R	R
23.20	WLT-PET 3	C04-LB128-E08	VTN/146.000	7540	0.754	1885	4	R	R	R	R	R
23.21	WLT-PET 3	C04-LB128-E09	VTN/146.831	7540	0.754	1885	4	R	R	R	R	R
23.22	WLT-PET 4	C04-LB128-E10	VTN/149.000	7540	0.754	1885	4	R	R	R	R	R
23.23	PET-BFV 1	C04-LB128-E08	VTN/150.165	7540	0.754	1885	4	R	R	R	R	R
23.24	PET-BFV 2	C04-LB128-E09	VTN/152.828	7540	0.754	1885	4	R	R	R	R	R
23.25	PET-BFV 3	C04-LB128-E08	VTN/161.264	7540	0.754	1885	4	R	R	R	R	R
23.26	SBFV 1	C04-LB128-SBFV	VTN/163.031	7540	0.754	1885	4	R	R	R	R	R

24. VIERFONTAIN - ROOIBLOM

24.1	VTN-MAA 1	C04-LB129-E01	VTN/000.367	7540	0.754	1885	4	R	R	R	R	R
24.2	VTN-MAA 2	C04-LB129-E01	VTN/007.318	7540	0.754	1885	4	R	R	R	R	R
24.3	MAA-MGE 1	C04-LB129-E02	VTN/017.750	7540	0.754	1885	4	R	R	R	R	R
24.4	MGE-BHV 2	C04-LB129-E03	VTN/025.335	7540	0.754	1885	4	R	R	R	R	R
24.5	MGE-BHV 3	C04-LB129-E03	VTN/036.129	7540	0.754	1885	4	R	R	R	R	R
24.6	MGE-BHV 1	C04-LB129-E03	VTN/039.801	7540	0.754	1885	4	R	R	R	R	R
24.7	BHV-SDI 1	C04-LB129-E04	VTN/039.187	7540	0.754	1885	4	R	R	R	R	R
24.8	BHV-SDI 2	C04-LB129-E04	VTN/044.525	7540	0.754	1885	4	R	R	R	R	R
24.9	BHV-SDI 3	C04-LB129-E04	VTN/053.980	7540	0.754	1885	4	R	R	R	R	R
24.10	GFE-SST 1	C04-LB129-E06	VTN/064.110	7540	0.754	1885	4	R	R	R	R	R
24.11	GFE-SST 2	C04-LB129-E06	VTN/066.180	7540	0.754	1885	4	R	R	R	R	R
24.12	GFE-SST 3	C04-LB129-E06	VTN/067.542	7540	0.754	1885	4	R	R	R	R	R
24.13	SST-RBM 1	C04-LB129-E07	VTN/071.399	7540	0.754	1885	4	R	R	R	R	R

Item	Description	Functional Location	Sort Field Km	m ²	Ha	Worklot Per (m ²)	Total Annual Worklots Crossing	Rate Per Worklot Year 1	Sub Total Year 1	Rate Per Worklot Year 2	Sub Total Year 2	Total For Years 2
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25. WESTLEIGH - VIERFONTEIN

25.1	WEH-ATT 1	C04-LB131-E01	WHT/009.679	7540	0.754	1885	4	R	R	R	R	R
25.2	WEH-ATT 2	C04-LB131-E01	WHT/014.830	7540	0.754	1885	4	R	R	R	R	R
25.3	ATT-RSG 1	C04-LB131-E02	WHT/015.796	7540	0.754	1885	4	R	R	R	R	R
25.4	ATT-RSG 2	C04-LB131-E02	WHT/028.117	7540	0.754	1885	4	R	R	R	R	R
25.5	RSG-PSX 1	C04-LB131-E03	WHT/034.810	7540	0.754	1885	4	R	R	R	R	R
25.6	PSX-GBM 1	C04-LB131-E04	WHT/036.670	7540	0.754	1885	4	R	R	R	R	R
25.7	PSX-GBM 2	C04-LB131-E04	WHT/039.985	7540	0.754	1885	4	R	R	R	R	R
25.8	PSX-GBM 3	C04-LB131-E04	WHT/045.980	7540	0.754	1885	4	R	R	R	R	R
25.9	GBM-VJK 1	C04-LB131-E05	WHT/046.840	7540	0.754	1885	4	R	R	R	R	R
25.10	GBM-VJK 2	C04-LB131-E05	WHT/048.750	7540	0.754	1885	4	R	R	R	R	R
25.11	GBM-VJK 3	C04-LB131-E05	WHT/056.536	7540	0.754	1885	4	R	R	R	R	R
25.12	GBM-VJK 4	C04-LB131-E05	WHT/058.980	7540	0.754	1885	4	R	R	R	R	R
25.13	GBM-VJK 5	C04-LB131-E06	WHT/064.000	7540	0.754	1885	4	R	R	R	R	R
25.14	GBM-VJK 6	C04-LB131-E07	WHT/066.000	7540	0.754	1885	4	R	R	R	R	R
25.15	VJK-OAS 1	C04-LB131-E06	WHT/071.142	7540	0.754	1885	4	R	R	R	R	R
25.16	AOS-VTN 1	C04-LB131-E07	WHT/079.116	7540	0.754	1885	4	R	R	R	R	R
25.17	AOS-VTN 2	C04-LB131-E07	WHT/084.405	7540	0.754	1885	4	R	R	R	R	R

26. KROONSTAD

26.1	Noord Wert	C04-LB140-SKRO	VER/135.337	7540	0.754	1885	4	R	R	R	R	R
26.2	SKRO-B123 PAO	C04-LB140-SKRO	VER/135.338	7540	0.754	1885	4	R	R	R	R	R

27. Vierfontein - Orkney

27.3	Vierfontein - Orkney	K04/O/088.500		7540	0.754	1885	4	R	R	R	R	R
27.4	Vierfontein - Orkney	KR0/O/093.000		7540	0.754	1885	4	R	R	R	R	R

Sub Total		2292160	229.216	1885	1216	R	R	R	R	R	R	R
Provisional (10% of Sub Total)		229216	22.922	1885	120	R	R	R	R	R	R	R
Contract Total		2521376	252.1376		1336	R	R	R	R	R	R	R

Amount in words (Excl.VAT):

Section 3**STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET**

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures [the Goods] or services [the Services] specified in the Order from the person to whom the Order is addressed [the Supplier/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

Respondent's Signature

Date & Company Stamp

4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's ~~Copyright, Industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either~~

- a) procure for Transnet the right to continue using the infringing Goods; or
 - b) modify or replace the Goods/Services so that they become non-infringing,
- provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

Respondent's Signature

Date & Company Stamp

7 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

8 TERMINATION OF ORDER

8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.

8.3 In the event of termination by the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which no claims will only be met in what Transnet considers exceptional circumstances.

8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

Respondent's Signature

Date & Company Stamp

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgment of receipt by the recipient.

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereinafter expressly submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, and 10. Headings are included herein for convenience only. If any term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

Respondent's Signature

Date & Company Stamp

By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME _____

DESIGNATION _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

Respondent's contact person: [Please complete]

Name :	_____
Designation :	_____
Telephone :	_____
Cell Phone :	_____
Facsimile :	_____
Email :	_____
Website :	_____

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS : 0800 003 056

Respondent's Signature

Date & Company Stamp

Section 4
VENDOR APPLICATION FORM

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.....
Respondent's Signature

.....
Date & Company Stamp



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:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. Original cancelled cheque OR letter from the bank verifying banking details (with bank stamp)
3. Certified copy of identify document of Shareholders/Directors/Members (where applicable)
4. Certified copy of Certificate of Incorporation, CM29 / CM9 (name change)
5. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate
8. A 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 an accredited rating agency (SANAS member).

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- **Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.**

IMPORTANT NOTICE

- a) **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 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 an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.

- b) **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).

- c) **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).

- d) **To avoid PAYE tax being automatically deducted from any invoices sent to you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

- e) Unfortunately, **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.

- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,

Transnet Vendor/Supplier Management .Contact person Carol tell: 021 940-3846 fax 021 940-3883.

Respondent's Signature

Date & Company Stamp



Supplier Declaration Form

Company Trading Name									
Company Registered Name									
Company Registration Number Or ID Number If A Sole Proprietor									
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor			
VAT number (if registered)									
Company Telephone Number									
Company Fax Number									
Company E-Mail Address									
Company Website Address									
Bank Name	Bank Account Number								
Postal Address									
Physical Address									
Contact Person									
Designation									
Telephone									
Email									
Annual Turnover Range (Last Financial Year)									
Does Your Company Provide		Area Of Delivery		Is Your Company A Public Or Private Entity		Does Your Company Have A Tax Directive Or IRP30 Certificate		Main Product Or Service Supplied (E.G.: Stationery/Consulting)	
<input type="checkbox"/> < R5 Million <input type="checkbox"/> R5-35 million <input type="checkbox"/> >R35 million		<input type="checkbox"/> Products <input type="checkbox"/> National <input type="checkbox"/> Provincial <input type="checkbox"/> Public		<input type="checkbox"/> Public <input type="checkbox"/> Private		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Both <input type="checkbox"/> Local <input type="checkbox"/> Private	
BEE Ownership Details									
%Black Ownership		% Black women ownership		% Disabled persons/ownership					
Does your company have a BEE certificate				Yes		No			
What is your broad based BEE status (Level 1 to 9 / Unknown)									
How many personnel does the firm employ				Permanent		Part time			
Transnet Contact Person									
Contact number									
Transnet operating division									
Duly Authorised To Sign For And On Behalf Of Firm / Organisation									
Name					Designation				
Signature					Date				
Stamp And Signature Of Commissioner Of Oath									
Name					Date				
Signature					Telephone No.				

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

Transnet Vendor/Supplier Management. Contact person Carol Cell: 021 940-3846 Fax 021 940-3883

Respondent's Signature

Date & Company Stamp

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

CONTENTS

PART A : GENERAL
PART B : VEGETATION CONTROL
PART C : SCHEDULE OF QUANTITIES AND PRICES

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SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

PART A: GENERAL

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SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS**A1. SCOPE OF WORK**

This contract covers the control of vegetation at level crossings by means of mechanical and chemical methods, portable and/or other approved equipment on Transnet property in the geographical area controlled by the Depot Engineer, **Bloemfontein**, to the extent that area(s) in terms of this contract are rendered, and maintained, free of obstructing vegetation as defined, for the periods specified herein.

The performance due by the Contractor shall include any work arising from or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

The Contractor shall obtain his/her own information regarding species, occurrence and extent of vegetation to be controlled in order to comply with the required standards.

A2. SUFFICIENCY OF TENDER

A2.1 The contract will only be awarded to a tenderer who has experience in the application of chemical herbicides or growth retardants in Southern Africa.

A2.2

A Site Inspection Certificate (SIC) signed by the Technical Officer or his/her deputy (compulsory), must be submitted with the tender and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

A3. DURATION OF CONTRACT

The work provides for the control of vegetation for a period of two year (24 months) commencing on the date of notification of acceptance of tender with Transnet Freight Rail.

A4. COMPLIANCE WITH STATUTES

A4.1 The Contractor's procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 55 of 1984)(where applicable).
- d) The Environmental Conservation Act (Act 73 of 1989).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) National Veld and Forest Fire Act (Act 101 of 1998)

A4.2

The Contractor's authorised representatives shall be a **registered Pest Control Operator**, specialising in the field of **Industrial weed control** and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. A registered Pest Control Officer shall be in direct control of work taking place on site. One registered Pest Control Officer per team is required a minimum of 3 in total.

A5. GENERAL

Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices, if possible. Transnet Freight Rail may conclude one or more contracts as a result of this tender.

A6. GUARANTEES

A6.1 The security referred to in clause 27.1 of the E-5 (MWV) shall be equal to five per cent (5%) of the total contract value and shall be provided before any work is carried out.

A6.2 Retention money (see clauses 27.2 and 27.3 of the E-5 (MWV)) will not be deducted from payments.

A7. TO BE PROVIDED BY TRANSNET FREIGHT RAIL

The following material, equipment and services will be provided free of charge by Transnet Freight Rail where required:

A7.1 In the case of a contract for clearing and control of vegetation at level crossings the following will be provided:

A7.1.1 Water as required from Transnet Freight Rail's existing points of supply; such water may be untreated, chemically treated or borehole water. The Contractor shall be responsible for all work and equipment needed to fill the water trucks or sprayer units from the water point provided and to ensure that the water is suitable for its intended use.

A7.1.2 Inspections of the areas of work by motor trolley may be arranged with the Technical Officer, but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Depot. The Technical Officer shall be given simultaneous notice (4 calendar weeks) of the Contractor's intention to inspect.

A7.1.3 The plant and/or equipment provided to the Contractor at the beginning of the contract shall be returned to Transnet Freight Rail in the same condition, normal wear and tear accepted. Any loss or damage shall be made good by the Contractor, or the value thereof will be deducted from moneys falling due to him/her.

A8. CARE OF EQUIPMENT PROVIDED BY TRANSNET FREIGHT RAIL

In the event of any equipment being provided by Transnet Freight Rail such equipment shall be used in the most careful and economical way, and the Contractor shall take all necessary care to prevent loss or damage.

A9. TO BE PROVIDED BY THE CONTRACTOR

A9.1 In addition to all labour, materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.

Accommodation will not be provided and will not be allowed on Transnet Freight Rail property.

The contractor shall provide sufficient personnel, transport, tools and equipment to commence vegetation control work at level crossings simultaneously from three (3) areas namely; **Bloemfontein, Kroonstad and Bethlehem**, to complete and maintain the works as described in B4.1 and B5.4 of the Special Conditions of contract for the entire duration of the contract.

A9.2 The Contractor shall provide safe and secure storage facilities for all chemical herbicides or growth retardants or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.

The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

A9.3 The Contractor shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.

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

The personnel of any contractor shall at all times while on Transnet Freight Rail property and during vegetation control operations wear reflective safety jackets. These reflective jackets must either be yellow or light blue or preferably bear the name of the contractor's company. Should the contractor wish to use another colour, this must first be cleared with the Technical Officer or his/her deputy.

The Contractor shall make available employees to be trained, certificated and used as flagmen when required. The training shall be done at no charge to the Contractor.

A10. SCHEDULE OF QUANTITIES AND PRICES

A10.1 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the Works.

A10.2 Each item shall be priced by the Tenderer. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

A10.3 ~~The short descriptions of the items in the schedule are for identification purposes only. The E-5 (MMV) together with the Special Conditions of Contract and Specifications shall be read in conjunction with the schedule, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the schedule of quantities and prices.~~

A10.4 Items classified as "provisional worklots" in the Schedule of Quantities and Prices indicate that there is no certainty about the amount of work, which will be required. In this contract the provisional items, where applicable, are for the treatment of areas, which are not necessarily treated annually. These areas will be measured per provisional worklot as defined in Part B of the Special Conditions of Contract and Specifications, or stated in the Schedule of Quantities and Prices and the standard of control for individual worklots shall apply.

A11 CONTRACT PRICE ADJUSTMENT FORMULA

A11.1 A contract price adjustment factor to be determined in accordance with the formula described in 11.2 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. **The factor shall be rounded off to six decimal places.**

A11.2 The contract price adjustment factor shall be -

$$(1 - x) \left(0.20 \frac{L_t}{L_o} + 0.05 \frac{P_t}{P_o} + 0.70 \frac{M_t}{M_o} + 0.05 \frac{D_t}{D_o} - 1 \right)$$

Where **x = 0,15** and

L_o, *P_o*, *M_o* and *D_o* are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to closing date of the tender;

L_t, *P_t*, *M_t* and *D_t* are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to the date of measurement.

A11.3 The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News release published by STATS South Africa.

L_o and *L_t* shall be the labour indices for Metropolitan Areas (P0141.1 Table 21).

P_o and *P_t* shall be the average of the price indices of Non-Electrical Machinery multiplied by an equalizing factor of 1.00866 and Transport Equipment in the ratio of 1:1 (P0142.1 Table 10 item 2.16 and 2.21 respectively).

M_o and *M_t* shall be the price indices of Chemical and Chemical herbicides or growth retardants used in table 10 of the P0142.1 item 2.11 Basic Chemicals

D_o and *D_t* shall be the price indices of "Diesel Oil - Coast & Witwatersrand" (P0142.1 Table 16).

A11.4 When the value of an index at the time of calculation is not known the best available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.

A11.5 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.

Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.

A11.6 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.

A11.7 Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.

A12. EVALUATION OF TENDERS

- A12.1 "Time value of money" methodology and principles will be used in evaluation of tenders.
- A12.2 Tenderers may submit alternatives to the methods of vegetation control described herein. Such alternatives as well as the materials, methods which the Contractor propose the use, programmes and Transnet Freight Rail resources for the contract, will be considered during evaluation of tenders.

- A12.3 The Tenderer shall submit as part of his/her tender, all relevant details of his/her production rate, water usage, truck requirements and any other information needed to enable the tender to be evaluated as described above.

A13. SITE MEETINGS

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

A14. SITE BOOKS

- A14.1 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.

- A14.2 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Supervisor in writing. If no entry was made a "NIL" return must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary will not be considered.

- A14.3 This site diary shall serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.

- A14.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.

- A14.5 Receipt of materials supplied by Transnet Freight Rail shall be recorded in the "Day Book".

A15. INFORMATION TO BE PROVIDED WITH TENDER

The Tenderer shall submit the following information at the time of tendering:

- A15.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required to ensure performance as specified.

- A15.2 Whether the tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.

- A15.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

- A15.4 The Schedule of Quantities and Prices must be completed in full.
- A15.5 An undertaking that all equipment inclusive of spraying equipment will be ready for operation and that the vegetation control can commence timeously, to comply with requirements of the contract.
- A15.6 A list of registered products to be used in the work, supported by specimen labels, indicating:
Trade name
Generic name
Registration Number
Ingredients (type and content) as shown on the label
Application rates
The Technical Officer's approval shall first be obtained for use of other chemical herbicides or growth retardants.
- A15.7 A description of the methods to be used for general vegetation control must be provided. This must include the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, the type and method of use of the proposed equipment and all other relevant information.
The description and rates of application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor. The chemical herbicides or growth retardants so specified shall be used as the basis for evaluating the efficacy of the Contractor's proposed method of work.
The Contractor shall not depart from the minimum material usage tendered, without approval from the Technical Officer.
- A15.8 The work programme, in detail for each year's vegetation control programme. This will be used for evaluation purposes.
- A15.9 A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his/her representative is a pest control operator in terms of Act 36 of 1947, as stipulated under clause A4.3, must be submitted.
- A16. **PENALTIES FOR LATE COMPLETION**
No penalties are applicable.

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PROJECT SPECIFICATION FOR
VEGETATION CONTROL

PART B

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B1. SCOPE

B1.1 The scope of the work consists of the control of vegetation at mainly level crossings as indicated in the Schedule of Quantities and Prices.

B1.2 This part covers the techniques, types and use of equipment, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.

B1.3 The essence of the contract is that Transnet Freight Rail requires the control of vegetation and the management of dead remains of previously living vegetation, to the extent that areas treated in terms of the contract are free from any form of vegetation which may obstruct, hinder or interfere with operational activities, or have the potential to damage equipment or facilities, adjoining tracks or have the potential to impede clear visibility, at level crossings or other areas included in the contract.

The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet Freight Rail, however, shall have the right to monitor the materials, equipment and activities of the Contractor to ascertain that all procedures, operations and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long-term control of vegetation. Such right of monitoring shall be entirely without prejudice to Transnet Freight Rail and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.

Failure to comply with the minimum performance proposed by the Contractor in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the contract.

B1.4 The Contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. His/her tender must also determine the best method to control the vegetation.

B2. DEFINITIONS**B2.1 CONTROL**

Control is achieved when all existing or potential growth of vegetation is maintained at 300mm for the duration of the contract period.

- The constituent parts of all plants occurring within the area of treatment or adjacent to the area and which may impede a clear line of sight cease to exceed 300mm in height.
- Erosion does not occur as a result of the management, by whatever means, of vegetation,
- the development of new growth of plants from dormant seeds is effectively counteracted or suppressed, for at least the growing season of the year in question; and
- there are no dead or dry remains of any vegetation within the treated area (work lot), which may constitute a hazard, danger, or hindrance to Transnet Freight Rail personnel, equipment trucks or operations or to motorist crossing a level crossing.
- Train drivers and approaching vehicle drivers have a clear line of sight at level crossings of approaching rail traffic or vehicular traffic

- B2.1.1 Control constitutes a process or situation where the control of vegetation on treated areas occurs on an *on-going basis* and not only at the time of measurement and payment inspections.
- B2.2 **WORK LOTS**
- B.2.2.1 A WORK LOT is a subdivision of any area on which the Contractor shall control vegetation.
- Areas where vegetation control is required at level crossing may be irregular in shape and may not necessarily be level ground.
 - every quadrant per level crossing will be deemed to be a work lot, therefore a level crossing will consist of four work lots,
 - ~~each level crossing~~ will be approximately 7540m² (1885m² per work lot) in size.
- B2.2.2 A provisional work lot is any area or combination of areas totalling a maximum of 1885m² in the case of level crossings, which is not necessarily intended to be controlled annually.
- However, if any provisional work lot has been controlled under this contract the previous year and the same work lot is again controlled the next year, payment for the second and consecutive years sprayed would be at the normal rate applicable for that area and the work would be considered as additional work to the Schedule of quantities.**
- B2.3 Formation is the finished earthworks surface upon which the track is laid.
- B2.4 Ballast means that part normally consisting of crushed stone, gravel, ash or muck, (the material placed on the formation to support the track superstructure).
- B2.5 Yards are those areas of shunting yards comprising mainly shunting or staging tracks, paths, roadways, platforms and land adjacent to the above and situated within the station or harbour emplacement. Yards and loops start at the clearance marks of the staging points.
- B2.6 Depots/areas are those sites where assets such as stores and workshops are located, areas of stacking space, hard standing, buildings, access roads, railway tracks and dumping areas within the railway reserve.
- This may also include radio masts, signal equipment, relay stations and electrical substations and other specified areas outside the railway reserves.**
- B2.7 Declared weeds means category 1 plants and declared invader plants means category 2 and 3 plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.
- B2.8 Spraying means the even and uniform application of chemical herbicides or growth retardants at the rate specified and applies to liquid, granular or any other formulation.
- B2.9 A staked cable route is the area directly beneath or adjacent to places where signal or other cables are suspended above ground level. Such routes are not necessarily adjacent to track work.

B3. METHOD OF VEGETATION CONTROL

B3.1 The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques, programming, equipment and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

B3.2 Where a chemical approach to vegetation control is adopted, hoeing (skoffel) will not be allowed as method of achieving control. Herbicides or growth retardants which act as a scorching agent (e.g. with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only shall not constitute control of vegetation as defined. Slashing of dead material to below the height specified in B4 will be permitted.

B3.3 Vegetation control in terms of the contract will only be required in respect of level crossings. The type of herbicides or growth retardants and the methods of application to be employed are as specified by the Contractor per Part A and are subject to the approval of, and monitoring by the Technical Officer.

Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or growth retardants or herbicide mixtures concerned.

B3.4 Any deviation from the method of work submitted as per clause A16.7 by the Contractor shall be subject to the approval of the Technical Officer.

B3.5 RUNNING LINES

Void

B3.6 YARDS, DEPOTS/AREAS

Void

B4. STANDARDS OF WORKMANSHIP

B4.1 Standard of vegetation control for individual work lots.

B4.1.1 Vegetation control shall be such that there is no dry or dead remains of vegetation or active growing or dormant vegetation within a level crossing (including creeps) extending 300mm in height, or vegetation occurring in the work lot, that constitutes a hazard, nuisance or danger to Transnet Freight Rail operations or users of level crossings.

This may include overhanging canopy growth of plants: -

- (i) with rootstock established entirely outside the work lot.
- (ii) with rootstock established on the boundary of the work lot, despite:
 - control that was achieved over the remainder of the work lot.
 - that a clear spray line is visible, showing that control was effectively applied over the entire surface of the work lot.
 - the Contractor took the presence of such growth into account and that the control method use was adjusted accordingly.
 - The boundary concerned is not the boundary of an adjoining work lot.

This exception does not apply in the case of creeping grasses (e.g. Cynodon) with nodal rooting within the work lot even though such growth may originate from a plant outside the work lot.

B4.1.2 In addition, there shall be no dry or dead remains of vegetation within the work lot greater than 300mm in height and of a density such that it constitutes a hazard, hindrance or danger to Transnet Freight Rail operations, trucks or equipment in the area.

The evaluation to what density of dry or dead growth constitutes a hazard, hindrance or obstruction shall be made by the Technical Officer.

B4.2 Manual removal of vegetation

No hoeing of vegetation will be allowed. During the two months preceding final inspection herbicides or growth retardants may not be applied prior to the final inspection for a season or a year's program. All lots where such hoeing and felling or herbicides or growth retardants application were done will be rejected.

For this contract, the Contractor should timeously acquaint him/herself with the existing conditions of the sites and ensure that his/her tender prices, includes all work necessary to achieve the required control (e.g. slashing and removal of debris. The intention and approval to do minor earthworks and felling at level crossings should be cleared with the Technical officer prior to work starting.

B4.3 Overall control

B4.3.1 The overall standard of control to be achieved by the Contractor over the contract area, defined as "Overall Control" and expressed as a percentage, will be determined by application of the following formula:

$$\text{Overall Control} = \frac{(\text{Worklots weeded} - \text{Worklots rejected})}{\text{Worklots weeded}} \times 100$$

B4.3.2 The standard of "Overall Control" to be provided on each district by the Contractor shall be:

YEAR	1	2
Minimum % of the total work, which shall comply, with the standard of control for individual work-lots.	90	85

B4.3.3 Failure by the Contractor to achieve the standard of "Overall Control" shall constitute in no payment made for works not done to standard.

B5. PROGRAMME OF WORK

B5.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of his/her tender or the commencement of the annual rainy season as the case may be.

B5.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:

B5.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area.

B5.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract.

- B5.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.
- B5.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security,
- B5.3 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:
- Ascertaining the nature of weed infestation and factors that could influence the work;
 - monitoring the standard of weed control achieved;
 - identifying any damage or hazards which may have been caused by the weed control operation, and
 - planning of timeous execution of remedial work where control is not being achieved.
- B5.4 The Contractor's programme shall allow for commencement with the initial application of chemicals for management of vegetation at the appropriate timing for achieving maximum success and for completion in the shortest possible time, but not later than 6 weeks after commencement of the initial application.
- B5.5 The programme shall be based on the quantities and numbers of work lots shown in the Schedule of Quantities and Prices.
- B5.6 In addition to the annual programme provided for in terms of B5.1, the Contractor shall submit daily working programmes to the Technical Officer, 7 days in advance of the next working week, indicating the specific areas where the Contractor will be working each day of the week. Failure by the Contractor to submit a daily programme and/or deviating from it without notifying the Technical Officer, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

B6. PERFORMANCE MONITORING AND EVALUATION

- B6.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the success of control achieved over areas of completed. He /she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- B6.2 The Technical Officer shall at any time during the vegetation control periods carry out inspections of the Contractor's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor and he may be ordered by the Technical Officer to re-treat entire work lots or sections where such chemicals were applied.
- B6.3 The Technical Officer will during each growth season carry out **two** official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspections shall be performed visually and the Contractor shall be present or forfeit his right to dispute the measurements and evaluation of the Technical Officer.
- B6.3.1 The first inspection shall be done within 20 weeks, but not before 15 weeks, after completion of the Contractor's initial vegetation control programme and after He /she has notified the Technical Officer that he / she has inspected the work and that control has been achieved.
- B6.3.2 The second and final inspection of the season will be carried out at, or within 36 weeks, but not before 30 weeks after completion of the Contractor's initial spraying programme and after he has notified the Technical Officer that he has inspected the work and that control has been achieved.

- B6.3.3 During each of these inspections the work lots treated will each be measured and evaluated. A work lot that does not comply with the specified level of control will be recorded as a "rejected work lot".
- B6.4 The rejection of work lots that do not comply with the standard of control for individual work lots will be final and valid for that inspection in that particular year.
- The Contractor may contest the rejection by the Technical Officer of work performance only at the time and place of rejection.
- The rejection of a work lot at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.
- B6.5 In the case where the Technical Officer and the Contractor fail to agree on whether a work lot has failed, the work lot shall be recorded as a "disputed work lot" and the Contractor shall prepare an appropriate record of all disputed work lots in order that such disputes may be resolved by way of the disputes resolution procedures.
- REMEDIAL WORK**
- B7.1 The Contractor shall carry out remedial work to all work lots where control has not been achieved, prior to the official inspections in terms of clause B6 taking place. Such remedial work shall include the removal of any or dead growth with any dimensions in excess of 300mm and forming a nuisance or hazard to Transnet Freight Rail Operations, from the treated work lots.
- B7.2 The Technical Officer may, at any time after the first payment order the Contractor to carry out remedial action, to commence and be completed within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Technical Officer for his/her approval. Failing to do so the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.
- B7.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.
- B7.4 Fire may not be used as a method of vegetation control or as a method of remedial action.
- DAMAGE TO FAUNA AND FLORA**
- B8.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area where vegetation is to be controlled. The Contractor shall take the presence of drainage works within yards or depots and along the track into account and shall ensure that no water-borne movement of herbicides or growth retardants is possible.
- B8.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, desirable vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.
- B8.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.
- The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.
- Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.

B8.4 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

B9. ON-TRACK SPRAYING EQUIPMENT

Contractors will not be allowed to use on track spraying equipment.

B10. MEASUREMENT AND PAYMENT

B10.1 Payment will be based on the numbers of work lots treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause B4.1.

B10.2 No payment will be made for rejected work lots where control achieved does not meet the standards of control specified.

B10.3 Measurement and payment for the work completed will be made in 3 stages as follows:

B10.3.1 After completion of the initial vegetation control program of the entire contract area the Technical Officer or his deputy and the Contractor will measure the work performed (number of work lots controlled) and the Contractor will thereafter receive payment at 50% of the rates tendered for all of the completed work.

B10.3.2 A second measurement and evaluation will be made concurrent with the first official inspection conducted in accordance with clause B6.3.1. The Contractor will thereafter receive payment at 25% of the rates tendered for all work lots where control as specified has been achieved.

B10.3.3 A third measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with clause B6.3.2. The Contractor will thereafter receive payment at 25% of the rates tendered for all work lots where control has been achieved.

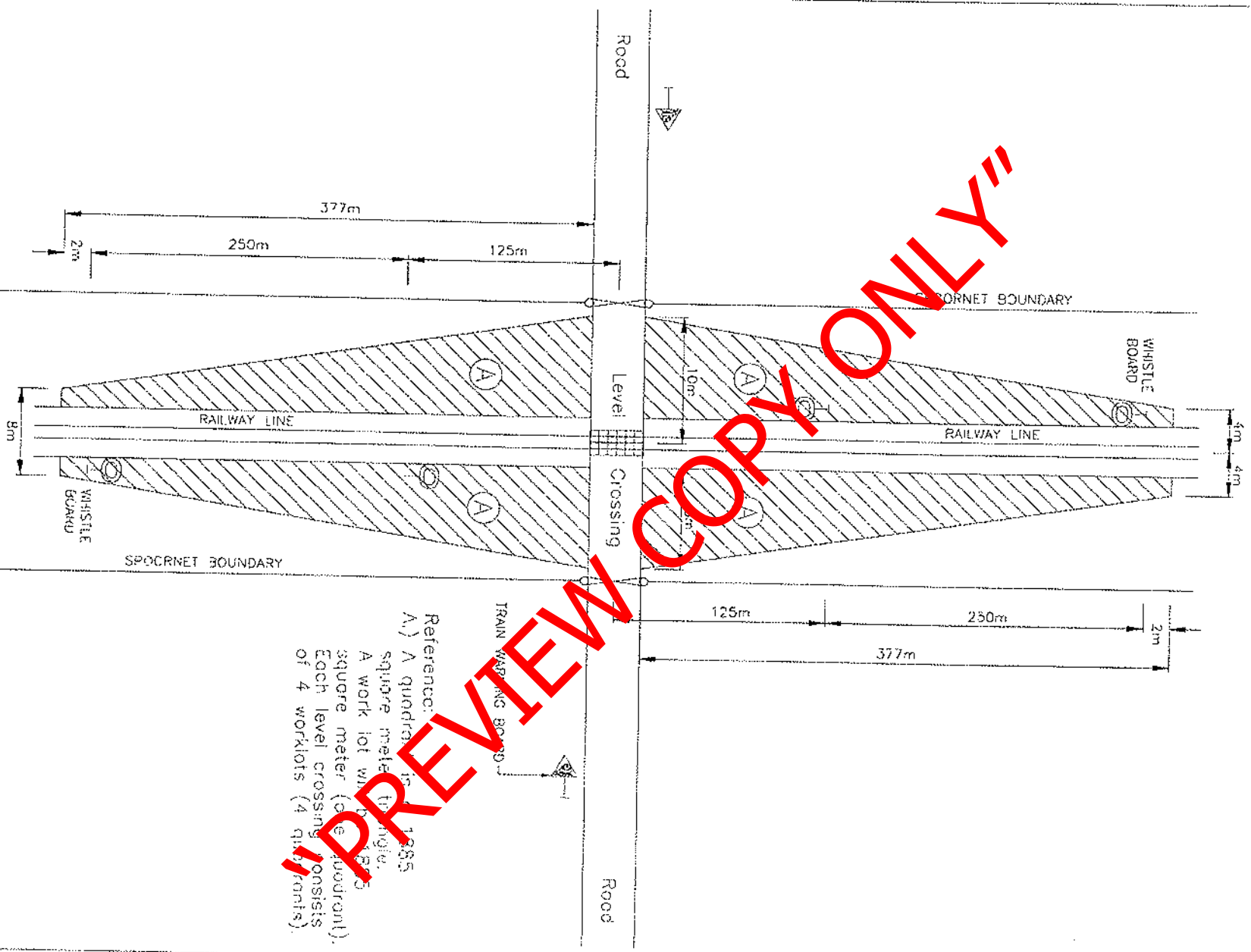
B10.3.4 The rates and prices tendered in the Schedule of Quantities and Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs and Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.

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CLEANING OF RAILWAY LEVEL CROSSINGS

No. 11
 All vegetation in the hatched area must be treated as specified in the contract.



Reference:
 A.) A quadrangle, No. 1, 1985
 square meter triangle.
 A work lot with 10000 m²
 square meter (one quadrangle).
 Each level crossing consists
 of 4 worklots (4 quadrants).

DI-T-0107

TRANSNET SOC LIMITED

(Registration no. 1990/000900//30)

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS**1. General**

1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.

1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the site or place of work or on the work to be executed by him, and under his control. He shall, before commencing work with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.

1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.

1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.

1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -

2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "Construction Work", which, in terms of the Construction Regulations, 2003 means any work in connection with: -

(a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

(b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;

(c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

(d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

2.3 "competent person" in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;

2.4 "contractor" means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.

2.5 "fall protection plan" means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;

- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan "** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.
- 3. Procedural Compliance**
- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) include the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or
 - (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
 - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 ~~The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.~~
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety Programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
 - (b) the analysis and evaluation of the hazards identified;
 - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted at the site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
 - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
 - (d) the site access control measures pertaining to health and safety to be implemented;
 - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
 - (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.4 The Health and Safety Programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

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

5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.

5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.

5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.

5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

6.1.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.

6.3 The fall protection plan shall include:-

- (a) A Risk Assessment of all work carried out from an elevated position;
- (b) the procedures and methods to address all the identified risks per location;
- (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
- (d) the training of employees working from elevated positions; and
- (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

8. Health and Safety File

8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.

8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.

8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

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ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

-
-
- 1(a) Name and postal address of principal contractor: _____
- (b) Name and tel. no of principal contractor's contact person: _____
2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client: _____
- (b) Name and tel. no of client's contact person or agent: _____
- 4.(a) Name and postal address of designer(s) for the project: _____
- (b) Name and tel. no of designer(s) contact person: _____
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1). _____
6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). _____
7. Exact physical address of the construction site or site office: _____
8. Nature of the construction work: _____

9. Expected commencement date: _____
10. Expected completion date: _____

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11. Estimated maximum number of persons on the construction site: _____

12. Planned number of contractors on the construction site accountable to the principle contractor: _____

13. Name(s) of contractors already chosen.

Principal Contractor

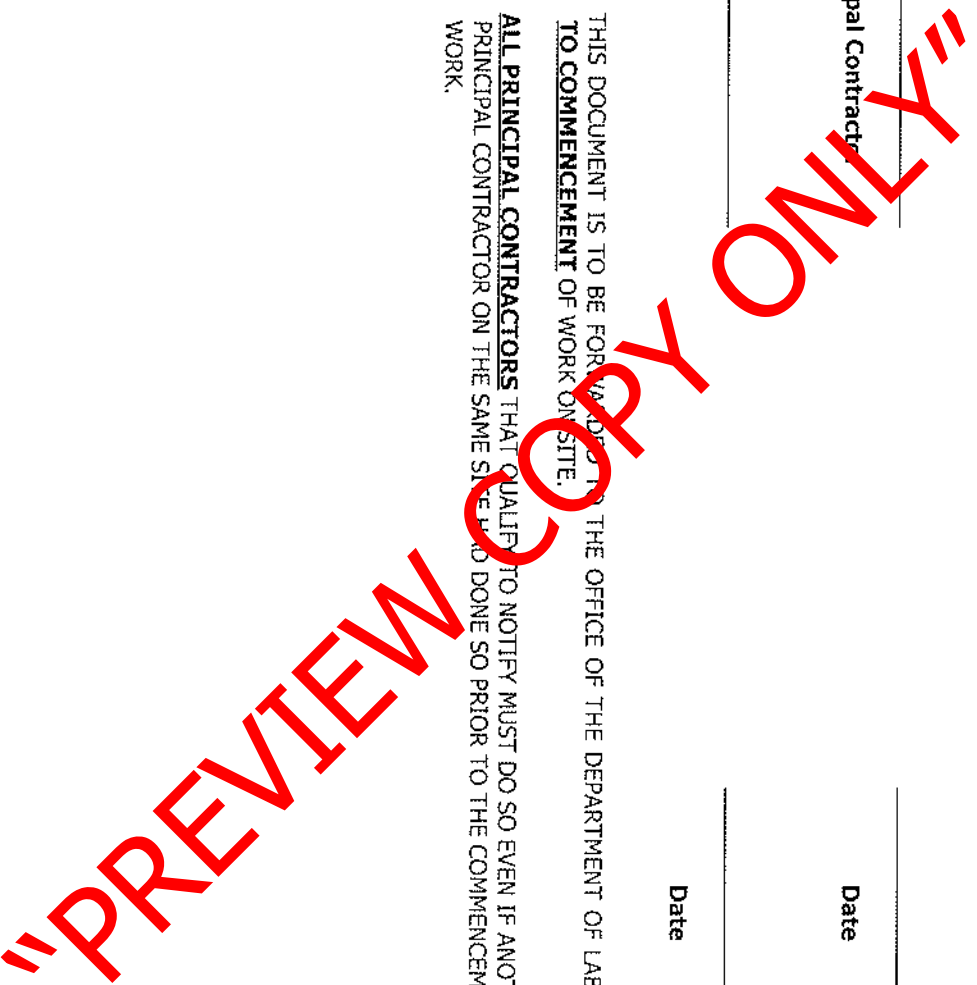
Date

Client

Date

* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT OF WORK ON SITE.**

* **ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAS ALREADY DONE SO PRIOR TO THE COMMENCEMENT OF WORK.**



ANNEXURE 2

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____ I, _____
representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____
(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated areas is/are as follows :-

Date : _____

Signature :- _____

Designation :- _____

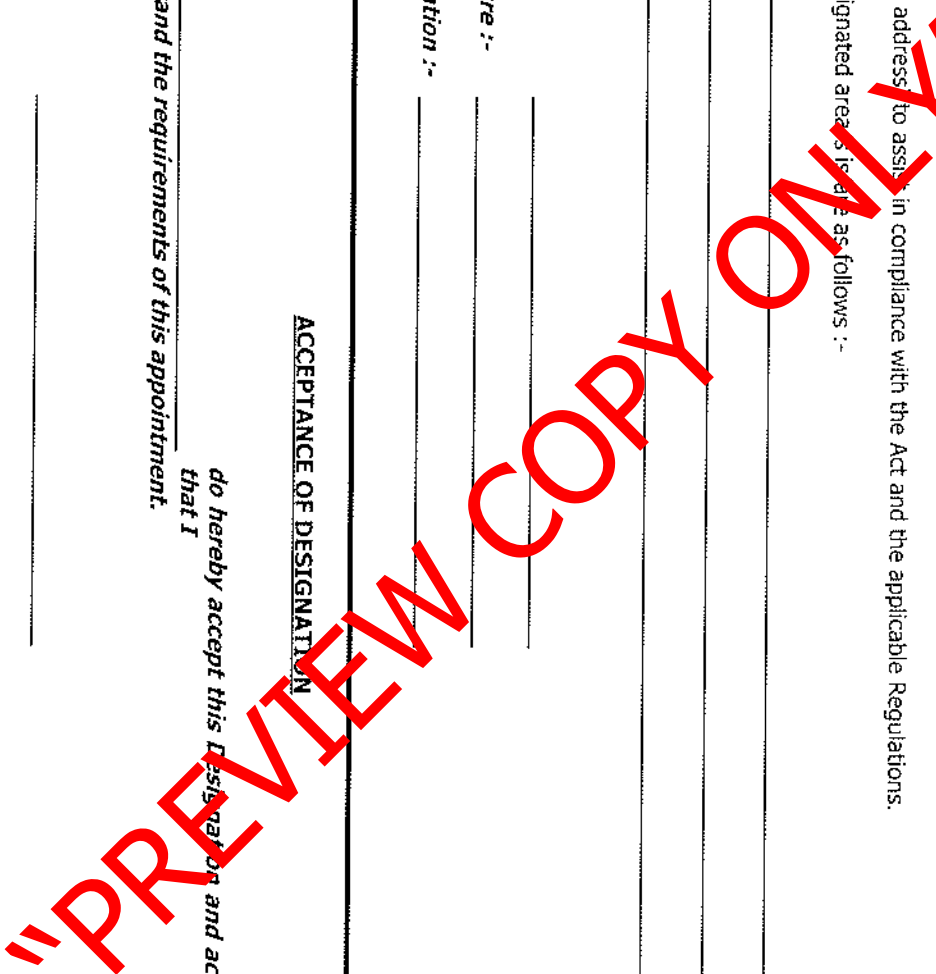
ACCEPTANCE OF DESIGNATION

I, _____
*do hereby accept this Designation and acknowledge
that I understand the requirements of this appointment.*

Date : _____

Signature :- _____

Designation :- _____



ANNEXURE 3**(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :****DECLARATION**

In terms of the above Act I, _____ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

Signature :- _____**Date :** _____

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ANNEXURE 4

(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)

SITE ACCESS CERTIFICATE

Access to : _____ (Area)
Name of Contractor/Builder :- _____
Contract/Order No.: _____

The contract works site/area described above are made available to you for the carrying out of associated works

In terms of your contract/order with _____
(Company)

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

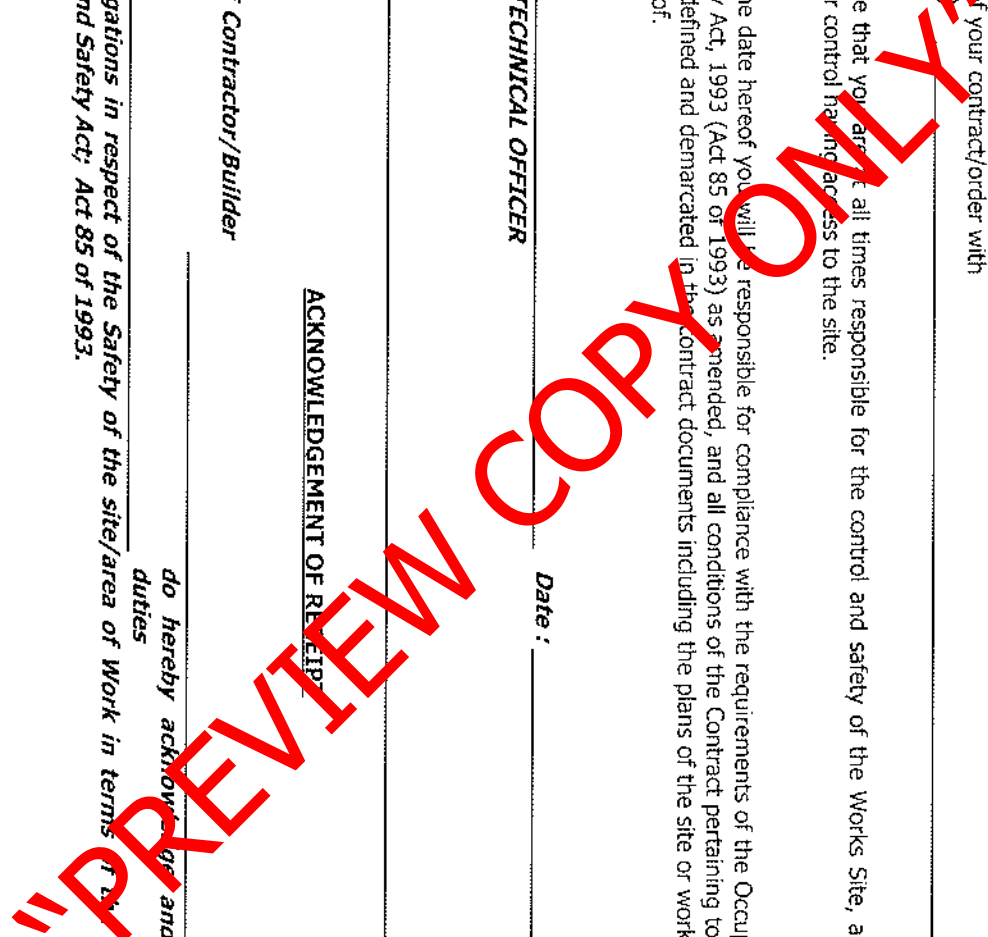
Signed : _____ Date : _____
TECHNICAL OFFICER

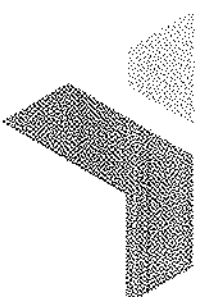
ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder _____, I,
:- _____
do hereby acknowledge and accept the
duties
and obligations in respect of the Safety of the site/area of Work in terms of the Occupational
Health and Safety Act; Act 85 of 1993.

Name : _____ Designation : _____

Signature : _____ Date : _____





TRANSNET SPECIFICATION

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

(This specification shall be used in network operator contracts)

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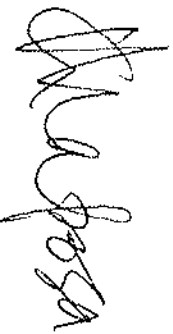
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SPECIFICATION FOR GENERAL WORK AND WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT


Author: Project Manager
Capital Program (Electrical)

G. Maposa



Approved: Senior Engineer
Infra Engineering
(Train Authorisation Systems)

J. van den Berg




Principal Engineer
Infra Engineering (Track)

M. Marutlia




Principal Engineer
Infra Engineering (Structures)

J. Homan



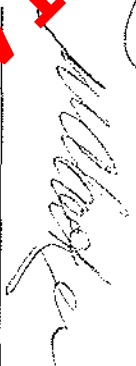
Principal Engineer
Infra Engineering (Electrical)

J. Vosloo



Principal Engineer
Technology Management (Electrical)

W. Coetzee



Chief Engineer
Transport Telecoms

D. Botha



Authorised: Chief Engineer
Infrastructure Engineering

J. van Aardt

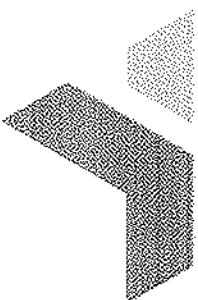


Date:

May 2011

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TRANSNET



Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

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

(This specification shall be used in network operator contracts)

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1.0 SCOPE

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

2.0 DEFINITIONS

The following definitions shall apply:

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

"Barrier" Any device designed to restrict access to "live" high-voltage electrical equipment.

"Bond" - A short conductor installed to provide electrical continuity.

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

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

"Dead" - Isolated and earthed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART A - GENERAL SPECIFICATION

3.0 AUTHORITY OF OFFICERS OF TRANSNET

3.1 The Contractor shall co-operate with the officers of the network operator and shall comply with all instructions issued and restrictions imposed with respect to the Works which bear on the existence and operation of the network operator's railway lines and high-voltage equipment.

3.2 Without limiting the generality of the provisions of clause 3.1, any duly authorised representative of the network operator, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of the network operator's assets or any person is affected. **CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.**

4.0 CONTRACTORS REPRESENTATIVES AND STAFF

4.1 The Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Contract Supervisor with the names, addresses and telephone numbers of the representatives.

4.2 The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.

4.3 The Contractor shall ensure that all contractor staff receives relevant awareness, educational and competence training regarding safety as prescribed.

5.0 OCCUPATIONS AND WORK PERMITS

5.1 Work to be done during an occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Contract Supervisor and at times to suit the network operator requirements.

5.2 The Contractor shall organise the Works in a manner which will minimise the number and duration of occupations and work permits required.

5.3 The network operator will not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.

5.4 The Contractor shall submit to the Contract Supervisor, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 14 days before they are required. The network operator does not undertake to grant an occupation or work permit for any particular date, time or duration.

5.5 The network operator reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 5.6 to 5.8.

5.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.

5.7 When the Contractor is notified less than 2 hours before the scheduled starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit.

5.8 Reimbursement of the Contractor for any loss of working time in terms of clause 5.6 and 5.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Contract Supervisor certifies that no other work on which the labour and plant could be employed was immediately available.

5.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Contract Supervisor written confirmation of the date, time and duration of the occupation.

5.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of the Work Permit, signifying that he is aware of the work boundaries within which work may be undertaken. After the work for which the permit was granted has been completed, or when the

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

6.0 SPEED RESTRICTIONS AND PROTECTION

- 6.1 When speed restrictions are imposed by the network operator because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.
- 6.2 When the Contract Supervisor considers protection to be necessary the Contractor shall, unless otherwise agreed, provide all protection including flagmen, other personnel and all equipment for the protection of the network operator's and the Contractor's personnel and assets, the public and including trains.

- 6.2.1 The network operator will provide training free of charge of the Contractor's flagmen and other personnel performing protection duties. The Contractor shall consult with the Contract Supervisor, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in the Manual for Track Maintenance (Document no. BBB0481):

- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
- Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
- Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
- Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)

- 6.3 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction which may be given by the network operator personnel providing protection.

7.0 ROADS AND ROADS ON THE NETWORK OPERATOR'S PROPERTY

- 7.1 The Contractor shall take every reasonable precaution to prevent damage to any roads or bridges used to obtain access to the site, and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as is reasonably possible.

- 7.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the Contract Supervisor has obtained the approval of the road authority concerned.

8.0 CLEARANCES

- 8.1 No temporary works shall encroach on the appropriate minimum clearances set out in the Manual for Track Maintenance (Document no. BBB0481):

- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
- Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
- Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
- Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)

9.0 STACKING OF MATERIAL

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

10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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

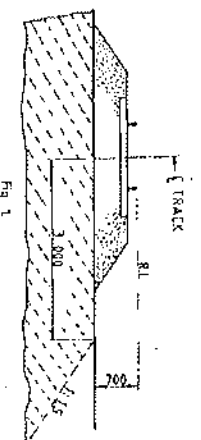


Fig 1

- 10.2 The Contractor shall provide, at his own cost any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
- 10.3 Where required by the Contract Supervisor, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed, obtained before the excavation is commenced.
- 10.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Contract Supervisor.
- 10.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.
- 11.0 FALSEWORK FOR STRUCTURES**
- 11.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Contract Supervisor and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.
- 11.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Contract Supervisor a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be entered in the certificate. Notwithstanding permission given by the Contract Supervisor to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.
- 12.0 PILING**
- 12.1 The Contract Supervisor will specify the conditions under which piles may be installed on the network operator's property.
- 13.0 UNDERGROUND SERVICES**
- 13.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services which may be damaged thereby.
- 13.2 Any damage shall be reported immediately to the Contract Supervisor, or to the official in charge at the nearest station, or to the traffic controller in the case of a canalised traffic control.
- 14.0 BLASTING AND USE OF EXPLOSIVES**
- 14.1 When blasting within 500m of a railway line, the Contractor shall observe the requirements stipulated in this specification.
- 14.2 No blasting shall be carried out except with the prior written permission of the Contract Supervisor and under such conditions as he may impose.
- 14.3 On electrified lines the Contractor shall also obtain the permission of the Electricity Officer (Contracts) before blasting, and shall give at least 21 days notice of his intention to blast. No blasting shall be done in the vicinity of electrified lines unless a member of the network operator's electrical personnel is present.
- 14.4 The Contractor shall arrange for the supply, transport storage and use of explosives.
- 14.5 The Contractor shall have labour, tools and plant, to the satisfaction of the Contract Supervisor, available on the site to clear immediately any stones or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the network operator.
- 14.6 The Contractor shall notify the Contract Supervisor of his intention to blast at least 21 days before the commencement of any blasting operations.
- 14.7 Before any blasting is undertaken, the Contractor and the Contract Supervisor shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any existing cracking or damage to such structures, etc. The Contractor, shall, subject to the provisions stipulated in the Contract Insurance Policy, make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Contract Supervisor, was directly caused by the blasting.
- 14.8 After completion of the blasting the Contractor shall obtain a written clearance from each landowner in

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

14.9 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).

14.10 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Contract Supervisor, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station.

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

14.11 The flagmen described in clause 14.10, where provided by the network operator, are for the protection of trains and the network operator's property only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.

14.12 The person described in clause 14.10 will record in a book provided and retained by the network operator, the date and times:-

- (i) when each request is made by him to the controlling station for permission to blast;
- (ii) when blasting actually takes place;
- (iii) when blasting actually ceases; and
- (iv) when he advises the controlling station that the line is safe for the passage of trains.

14.13 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Contract Supervisor and the person who will do the blasting shall both sign the book whenever an entry described in clause 14.12 is made.

15.0 RAIL TROLLEYS

15.1 The use of rail trolleys or trestle trolleys on a railway line for working on high voltage equipment will be permitted only if approved by the Contract Supervisor and under the conditions stipulated by him.

15.2 All costs in connection with trolley working and any train protection services requested by the Contractor shall, be borne by the Contractor, unless otherwise agreed.

16.0 SIGNAL TRACK CIRCUITS

16.1 Where signal track circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical current makes contact between rails of railway line/lines.

16.2 No signal connections on track-circuited tracks shall be severed without the Contract Supervisor's knowledge and consent.

17.0 PENALTY FOR DELAYS TO TRAINS

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

18.0 SURVEY BEACONS AND PEGS

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

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

18.2 The Contractor shall not move or damage any cadastral or mining beacon without the written approval of the Contract Supervisor and before it has been referenced by a registered land surveyor. Any old boundary beacon, which becomes an internal beacon on creation of new boundaries, shall not be moved without the written approval of the Contract Supervisor.

Should the Contractor move or damage any cadastral or mining beacon without authority, he shall be responsible for having it replaced, at his cost, by a land surveyor.

18.3 The Contractor shall preserve all pegs and bench marks. Such survey points shall not be removed without the written approval of the Contract Supervisor. Should any peg or benchmark be removed without authority, the Contract Supervisor will arrange for its replacement and the cost will be recovered from the Contractor. No claim will be considered for delay in replacing any such peg or bench mark. Each peg replaced shall be checked by the Contractor.

18.4 Where a new boundary has been established, beacons on the fence line shall not be disturbed, and fence posts or anchors may not be placed or excavations made within 0.6 m of any beacon without the prior written approval of the Contract Supervisor.

19.0 TEMPORARY LEVEL CROSSINGS

19.1 The Contract Supervisor may, on request of the Contractor, and if necessary for the purpose of execution of the Works, permit the construction of a temporary level crossing over a railway a line at a position approved by the Contract Supervisor and at the Contractor's cost. The period for which the temporary level crossing is permitted will be at the discretion of the Contract Supervisor.

19.2 The Contractor will provide protection and supervise the construction of the road over the track(s) and within the railway servitude at the level crossing, as well as the erection of all road signs and height gauges. All costs to be borne by the applicant.

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

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

19.3 The Contractor shall take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the temporary level crossing to himself and his employees, his subcontractors and their employees, the staff of the network operator and to such other persons as the Contract Supervisor may permit and of whose identity the Contractor will be advised. If so ordered by the Contract Supervisor, the Contractor shall provide persons to control road traffic using the temporary level crossing. Such persons shall stop all road traffic when any approaching train is within seven hundred and fifty (750) metres of the temporary level crossing, and shall not allow road traffic to proceed over it until the lines are clear.

19.4 The Contractor shall maintain the temporary level crossing within the railway servitude in good condition for the period it is in use. A temporary agreement with the road authority to be concluded for the maintenance of the level crossing outside the railway servitude.

19.5 When the temporary level crossing is no longer required by the Contractor, if permitted by the network operator, the Contractor shall at his own cost remove it and restore the site and the network operator's track-, structure-, drainage-, electrical-, telecommunications- and train authorisation systems to its original condition. Work over the tracks and within the railway servitude will be supervised by the network operator.

20.0 COMPLETION OF THE WORKS

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

21.0 PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

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

22.0 INTERFERENCE WITH THE NETWORK OPERATORS ASSET AND WORK ON OPEN LINES

22.1 The Contractor shall not interfere in any manner whatsoever with an open line, nor shall he carry out any work or perform any act which affects the security, use or safety of any open line except with the authority of the Contract Supervisor and in the presence of a duly authorised representative of the network operator.

22.2 The Contractor shall not carry out any work or operate any plant, or place any material whatsoever nearer than three metres from the centre line of any open line except with the written permission of the Contract Supervisor and subject to such conditions as he may impose.

22.3 Care must be taken not to interfere with or damage any services such as overhead wire routes, cables or pipes and optical fibre cable, except as provided for the work specified. The Contractor will be held responsible for any damage to or interruption of such services arising from any act or omission on his part or of any of his employees, or persons engaged by him on the Works. The cost of repairing, replacing or restoring the services, as well as all other costs arising from any damage to services, shall be borne by, and will be recovered from the Contractor.

22.4 Authority granted by the Contract Supervisor and the presence of an authorised representative of the network operator in terms hereof, shall not relieve the Contractor of his duty to comply with this specification.

23.0 ACCESS, RIGHTS-OF-WAY AND CAMPSITES

23.1 Where entry onto the network operator's property is restricted, permission to enter will be given only for the purpose of carrying out the Works and will be subject to the terms and conditions laid down by the network operator.

23.2 The Contractor shall arrange for campsites, workplaces and access thereto as well as for any right-of-

way over private property to the site of the Works, and for access within the boundaries of the network operator's property. The owners of private property to be traversed shall be approached and treated with tact and courtesy by the Contractor, who shall, if necessary, obtain a letter of introduction to such property owners from the Contract Supervisor.

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

23.3 The Contractor shall take all reasonable steps to confine the movement of vehicles and plant to the approved right-of-way to minimise damage to property, crops and natural vegetation.

23.4 When access is no longer required, and before completion of the Works, the Contractor shall repair, restore or replace any fence or gate damaged during execution of the Works to the satisfaction of the Contract Supervisor and shall furnish the Contract Supervisor with a certificate signed by the owner and occupier of the land over which he has gained access to a campsite, workplace and the Works, certifying that the owner and occupier have no claim against the Contractor or the network operator arising from the Contractor's use of the land. Should the Contractor be unable to obtain the required certificate, he shall report the circumstances to the Contract Supervisor.

24.0 SUPERVISION

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

24.2 The Contract Supervisor may delegate to any deputy or other person, any of his duties or functions under the Contract. On receiving notice in writing of such delegation, the Contractor shall recognise and obey the deputy or person to whom any such duties or functions have been delegated as if he were the Contract Supervisor.

24.3 The Contractor shall exercise supervision over the Works at all times when work is performed or shall be represented by an agent having full power and authority to act on behalf of the Contractor. Such agent shall be competent and responsible, and have adequate experience in carrying out work of a similar nature to the Works, and shall exercise personal supervision on behalf of the Contractor. The Contract Supervisor shall be notified in writing of such appointment which will be subject to his approval.

24.4 The Contractor or his duly authorised agent shall be available on the site at all times while the Works are in progress to receive the orders and directions of the Contract Supervisor.

25.0 HOUSING OF EMPLOYEES

25.1 The Contractor shall, where necessary, make his own arrangements for suitable housing of his employees. Where temporary housing is permitted by the Contract Supervisor on any part of the site, the Contractor shall provide suitable sanitation, lighting and potable water supplies in terms of the requirements of the local authority or the current network operator's specification: Minimum Communal Health Requirements in Areas outside the Jurisdiction of a Local Authority - E4B, as applicable.

25.2 Fouling the area inside or outside the network operator's boundaries shall be prevented. The Contractor will be called upon by the Contract Supervisor to dispose of any foul or waste matter generated by the Contractor.

26.0 OPTICAL FIBRE CABLE ROUTES

26.1 The Contractor shall not handle, impact, move or deviate any optical fibre cable without prior approval.

26.2 Works that in any way affect the optical fibre cable requires prior approval from the Contract Supervisor

who will determine the work method and procedures to be followed.

"PREVIEW COPY ONLY"

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

- 27.0 GENERAL**
- 27.1 This specification is based on the contents of Transnet's publication ELECTRICAL SAFETY INSTRUCTIONS, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract.
- These instructions apply to all work near "live" high-voltage equipment maintained and/or operated by the network operator, and the onus rests on the Contractor to ensure that he obtains a copy.
- 27.2 This specification must be read in conjunction with and not in lieu of the Electrical Safety Instructions.
- 27.3 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Electrical Safety Instructions.
- 27.4 The Electrical Safety Instructions cover the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).
- 27.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 2 metres of any "live" high-voltage equipment.
- 27.6 The Contractor shall regard all high-voltage equipment as "live" unless a work permit is in force.
- 27.7 Safety precautions taken on barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of the network operator's staff where this is necessary.
- 27.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).
- 28.0 WORK ON BUILDINGS OR FIXED STRUCTURES**
- 28.1 Before any work is carried out or measurements are taken on any part of a building, fixed structure or earthworks of any kind above ground level situated within 3 metres of "live" high-voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.
- 28.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Works.
- 28.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.
- 29.0 WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING OR UNLOADING**
- 29.1 No person may stand, climb or work, whilst on any platform, surface or foothold:
- 29.1.1 higher than the normal unrestricted access way, namely -
- 29.1.1.1 external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
- 29.1.1.2 walkways between coaches and locomotives.
- 29.1.2 of restricted access ways in terms of the Electrical Safety Instructions namely -
- 29.1.2.1 the floor level of open wagons
- 29.1.2.2 external walkways or decks of road-rail vehicles, on-track maintenance machines and material trains.
- 29.1.3 Unauthorised staff working on these platforms must be directly supervised by duly authorised persons in terms of clause 607.1.3 of the Electrical Safety Instructions. These persons must attend the relevant electrical safety module training. A letter of training must then be issued by an accredited training authority. A Category C Certificate of Authority must be obtained from the

local depot examining officer.

- 29.2 When in the above positions no person may raise his hands or any equipment he is handling above his head.
- 29.3 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.
- 29.4 The handling of long lengths of material such as metal pipes, reinforcing bars, etc should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.
- 29.5 The Responsible Representative shall warn all persons under his control of the danger of being near "live" high-voltage equipment, and shall ensure that the warning is fully understood.

29.6 Where the conditions in clauses 30. 1 to 30.4 cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable Safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by the network operator and at the Contractor's cost, as an Authorised Person to work closer than 3 metres from "live" overhead conductors and under such conditions as may be imposed by the senior responsible electrical engineer of the network operator.

30.0 USE OF EQUIPMENT

30.1 Measuring Tapes and Devices

30.1.1 Measuring tapes may be used near "live" high-voltage equipment provided that no part of any tape or a person's body comes within 2 metres of the "live" equipment.

30.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the "live" high-voltage equipment.

30.1.3 Special measuring devices longer than 2 metres, such as survey sticks and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer of the network operator, but these devices must not be used within 3 metres of "live" high-voltage equipment in rainy or wet conditions.

30.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in clauses 31.1.1 to 31.1.3 are required.

30.1.5 The restrictions described in 31.1.1 to 31.1.3 do not apply on a bridge deck between permanent parapets nor in other situations where a barrier effectively prevents contact with the "live" high-voltage equipment.

30.2 Portable Ladders

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

31.0 CARRYING AND HANDLING MATERIAL AND EQUIPMENT

31.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material which exceeds 2 metres in length shall be carried completely below head height near "live" high-voltage equipment. For maximum safety such material should be carried by two or more persons so as to maintain it as nearly as possible in a horizontal position. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any "live" high-voltage equipment.

31.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any "live" high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.

31.3 The presence of overhead power lines shall always be taken account of especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

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

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

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

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

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

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

33.0 USE OF WATER

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

34.0 USE OF CONSTRUCTION PLANT

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

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

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

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

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

35.0 WORK PERFORMED UNDER DEAD CONDITIONS AND RECOVERY OF A WORK PERMIT

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

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

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

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

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

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

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

36.0 TRACTION RETURN CIRCUITS IN RAILS

36.1 DANGEROUS CONDITIONS CAN BE CREATED BY REMOVING OR SEVERING ANY BOND.

36.2 Broken rails with an air gap between the ends, and joints at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by the network operator personnel.

36.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Contract Supervisor at least 7 days written notice when removal of such bonds is necessary.

36.4 No work on the track which involves interference with the traction return rail circuit either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

37.0 HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY THE NETWORK OPERATOR

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

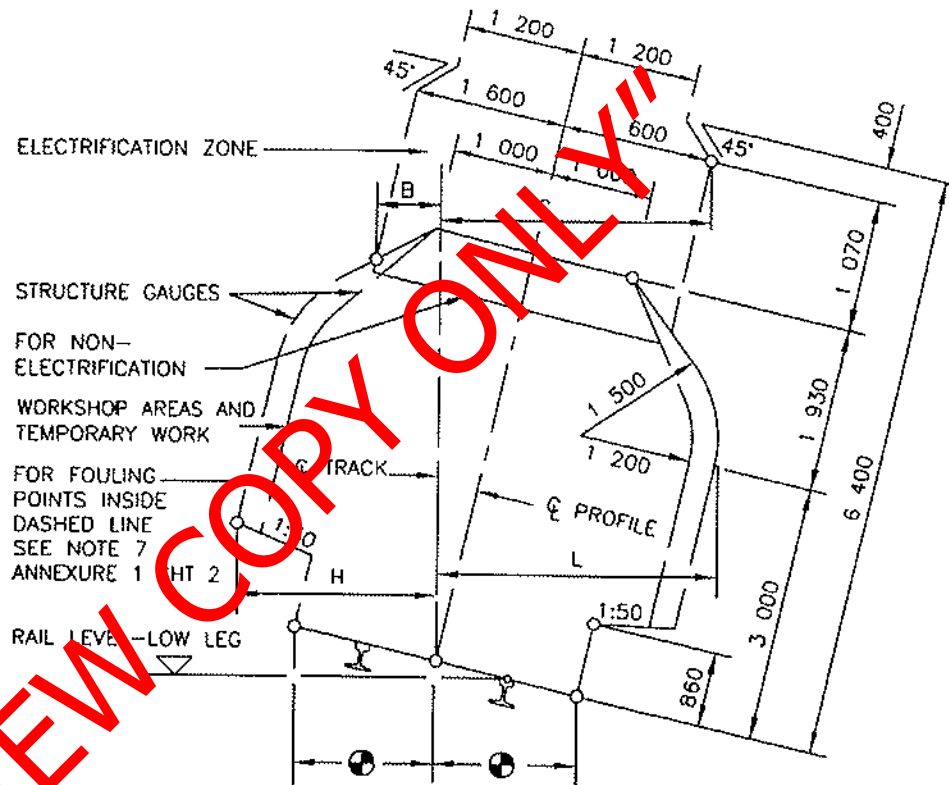
Such equipment includes:-

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

END

"PREVIEW COPY ONLY"

RADIUS (m)	WITH CANT		NO CANT	WITH CANT	
	H (mm)	L (mm)	H & L	B (mm)	C (mm)
90	2 730	3 090	2 780	1 130	2 100
100	2 700	3 030	2 750	1 140	2 050
120	2 650	2 970	2 700	1 160	2 010
140	2 620	2 920	2 660	1 175	1 990
170	2 590	2 870	2 630	1 190	1 970
200	2 570	2 820	2 600	1 205	1 950
250	2 550	2 790	2 580	1 230	1 920
300	2 540	2 760	2 560	1 250	1 900
350	2 530	2 730	2 540	1 270	1 890
400	2 520	2 710	2 530	1 290	1 875
500	2 510	2 680	2 520	1 320	1 850
600	2 500	2 660	2 510	1 340	1 830
800	2 490	2 620	2 500	1 365	1 790
1 000	2 480	2 600	2 490	1 380	1 760
1 200	2 480	2 580	2 490	1 200	1 730
1 500	2 480	2 550	2 480	1 415	1 700
2 000	2 480	2 500	2 480	1 440	1 660
3 000	2 470	2 470	2 470	1 500	1 600
>5 000	2 460	2 450	2 460	1 600	1 500



HORIZONTAL CLEARANCES :
1 065mm TRACK GAUGE

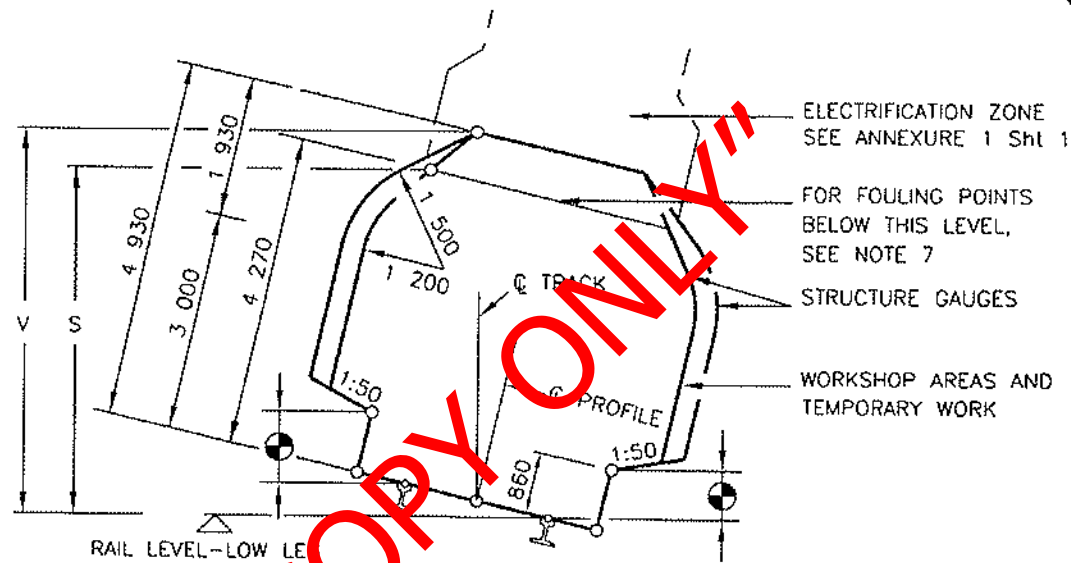
ANNEXURE 1
SHEET 1 of 5

REMARKS:

1. H AND B IS THE REQUIRED HORIZONTAL CLEARANCE ON THE HIGH LEG OF THE CURVE BASED ON MINIMUM CANT.
2. L AND C IS THE REQUIRED HORIZONTAL CLEARANCE ON THE LOW LEG OF THE CURVE BASED ON MAXIMUM CANT.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR WORKSHOP AREAS AND TEMPORARY WORK, CLEARANCES H AND L MAY BE REDUCED BY 300mm.
5. SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES. H L
6. ALSO REFER TO REMARKS 4 TO 8 OF ANNEXURE 1 SHEET 2.
7. USE SMALLER RADIUS IF RADIUS IN BETWEEN

BE 97-01 Sht 1 Version 1

LOCATION		NOT ELECTRIFIED	ELECTRIFIED (PRESENT OR FUTURE)	
			3kV & 25kV	50kV
	RADIUS (mm)	S (mm)	V (mm)	V (mm)
ALL AREAS OTHER THAN THOSE INDICATED BY * BELOW	100	4 470	5 050	5 400
	300	4 410	5 020	5 370
	600	4 370	5 000	5 350
	1 000	4 350	4 990	5 340
	1 500	4 310	4 960	5 310
	2 000	4 290	4 940	5 290
	>3 000	4 270	4 930	5 280
* OVER OR NEAR POINTS AND CROSSING IF REQUIRED BY ELECTRICAL IRRESPECTIVE OF RADIUS			5 650	6 000



VERTICAL CLEARANCES :
1 065mm TRACK GAUGE

ANNEXURE 1
SHEET 2 of 5

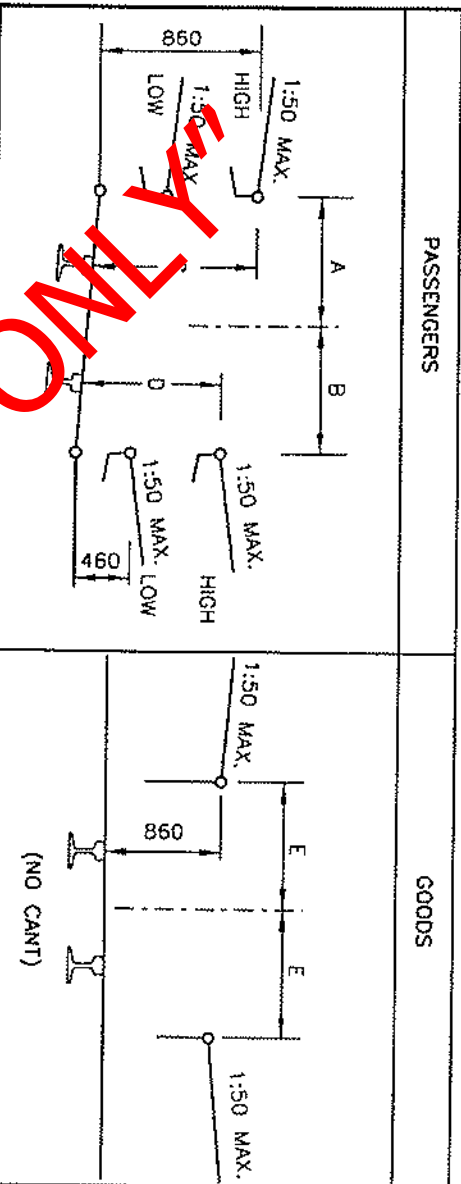
REMARKS:

- V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
- S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
- INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
- FOR APPLICATION AT CURVES
 - APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 15m ALONG STRAIGHTS.
- NEW STRUCTURES: SEE BRIDGE CODE.
- TUNNELS: SEE DRAWING BE 82-25.
- FOULING POINTS: SEE CLAUSE 8.T.
- CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21,2m VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

CLEARANCES : PLATFORMS

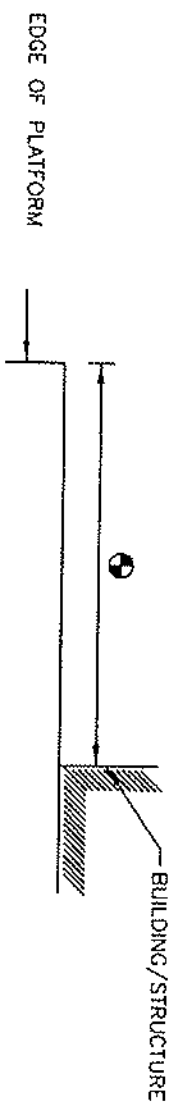
ANNEXURE 1
SHEET 3 of 5

PLATFORMS : TRACK GAUGE 1 065mm



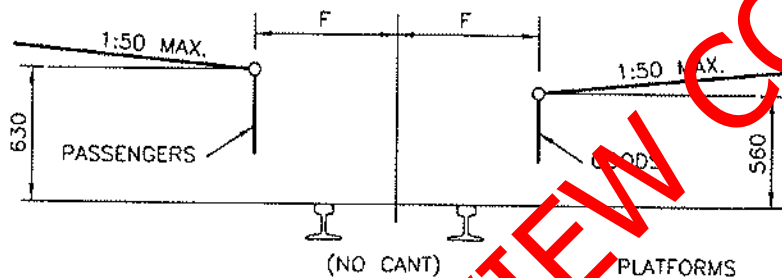
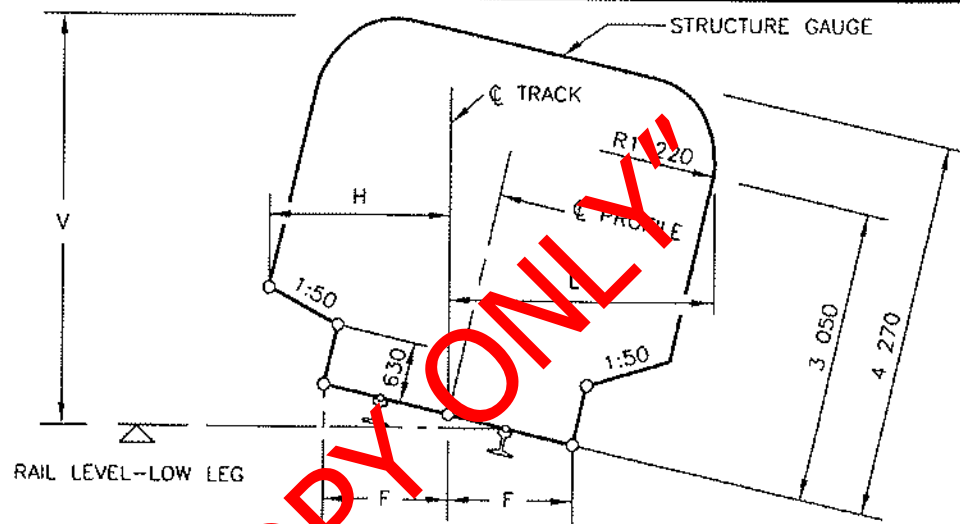
RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	670
300	1 520	1 580	890	830	1 620
350	1 520	1 560	880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

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



- REMARKS:
- NO CANT TO BE APPLIED EXCEPT WHEN THE GOODS PLATFORM IS ON A RUNNING LINE.
 - INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
 - 8m TO MAIN STATION-BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
 - CLEARANCES : SEE CLAUSE 3.0.10.
 - ALWAYS USE THE SMALLEST RADII.

RADIUS (m)	WITH CANT		NO CANT	V (mm)
	H (mm)	L (mm)	H & L (mm)	
50	2 370	2 490	2 400	4 320
70	2 310	2 420	2 330	4 310
100	2 260	2 370	2 280	4 310
140	2 220	2 340	2 250	4 310
200	2 200	2 300	2 220	4 300
300	2 190	2 270	2 200	4 300
500	2 180	2 230	2 190	4 290
700	2 170	2 200	2 180	4 270
1 000	2 170	2 170	2 170	4 270
> 2 000	2 160	2 160	2 160	4 270



RADIUS (m)	F (mm)
50	1 550
60	1 510
80	1 460
100	1 430
120	1 410
140	1 390
170	1 380
200	1 370
250	1 360
300	1 350
600	1 330
1 000	1 320
> 2 000	1 320
STRAIGHT	1 310

REMARKS:

- H IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
- L IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
- V IS THE MINIMUM VERTICAL CLEARANCE.
- FOR APPLICATION AT CURVES:
 - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 2m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 4.3 FOR NON-TRANSITIONED CURVES, REDUCE AT A UNIFORM RATE OVER A LENGTH OF 18m ALONG STRAIGHTS.
- INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
- ALSO REFER TO REMARKS 5, 6 AND 7 OF ANNEXURE 1 SHEET 2.
- CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.

CLEARANCES : 610mm TRACK GAUGE

ANNEXURE 1
SHEET 5 of 5