

Transnet freight rail, a division of

### TRANSNET SOC LTD

Registration Number 1990/000900/30 [hereinafter referred to as **Transnet**]

### REQUEST FOR QUOTATION [RFQ] NO DEX/52988

FOR THE SUPPLY/PROVISION OF PLACE EXISTING WALL WITH HIGH SECURITY WALL AROUND BLOCKFONTEIN STATION

FOR DELIVERY TO: RAIL NETWORK BLOEMFONTEIN

ISSUE LATE: 10 JUNE 2014

LESING DATE: 08 JULY 2014

LOSING TIME: 10:00

### **ANNEXURES**

Annexure (A): B-BBEE preference claim form

Annexure (B): Specifications and Scope of Work

Annexure (C): Safety Arrangements and Procedural Compliance with Occupational Health

Health and Safety Act (Act 85 of 1993)

Annexure (D): Specifications for Works on, under or adjacent to Railway lines and near

High Voltage Equipment (E7/1)

## Section 1 NOTICE TO BIDDERS

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

METHOD:

COURRIER OR BY HAND

**CLOSING VENUE:** 

THE SECRETARIAT

ACQUISITION COUNCIL
ADMIN SUPPORT OFFICE

TENDER BOX OFFICE NO 2

REAL ESTATE MANAGEMENT BUILDING

AUSTIN STREET BEACONSFIELD KIMBERLEY

CONTACT PERSON MAGGIE PAIN FL NO 053 - 838 3341

On or after 13 June 2014 RFQ documents way be inspected at, and are obtainable from the Regional Supply Chain Office, 1<sup>st</sup> Floor, Room 101, Transnet Road, Bloemfontein. Arrangements for the collection of the RFQ documents can be made with MR. Jakkie Kotze on telephone number 051 – 408 2328 or email: Jakkie.Kutze@transnet.net

No RFQ documents win be ssued after the compulsory information briefing session and site visit.

RFQ will be issued "FNEF OF CHARGE" to all respondents.

A compulsor, in formation briefing session and site visit will be conducted on 27 June 2014. Attendance is compulsory and <u>failure to attend</u> will disqualify submissions from evaluation. The conjugacity information briefing session and site visit will be conducted over a period of + - 2 hours.

The compulsory information briefing session will start punctually at 10h00 and Respondents must please ensure that they arrive on time to prevent any delays.

### **DETAILS OF THE COMPULSARY INFORMATION BRIEFING SESSION AND SITE VISIT:**

DATE:

27 JUNE 2014

VENUE:

RAIL NETWORK (INFRASTRUCTURE) BOARDROOM

NATHAN STREET BLOEMFONTEIN

TIME: 10h00

For directions Mr. Jakkie Kotze may be contacted on telephone: 051 - 408 2328 or 083 455 6477.

### 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" to 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 (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a hand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if \$1.00/20 preference point system is stipulated in this RFP and all Bids received exceed B2 000 000.00, the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below RX 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the 90 10 system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure or grammes, it requires Respondents to have their B-BBEE status verified in compliance with the Cook of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes

provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

[Refer clause19 below for Returnable Documents required]

### 3 Communication

Respondents are warned that a response will be liable for disqualification and all any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) on 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 any time tirect any written enquiries relating to the RFQ to the following Transnet employee:

Name: Jakkie Kotze

Email: Jakkie.kotze@transnet.net

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on applications to its RFQ response:

Telephone

053 - 838 3341

Email:

Maggie.pain@transnet.net

### 4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be award a to any Respondent whose tax matters have not been declared by SARS to be in order.

### 5 VAT Registration

The value AT registration number must be stated here: \_\_\_\_\_ [if applicable].

### 6 eg (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 shortlisted 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.

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

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another balder.

### 13 Transnet's supplier integrity pact

Transnet's Integrity Past requires a commitment from suppliers and Transnet that they will not engage in any corrupt and floudurent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Past also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

respondents are required to familiarise themselves with the contents of the Integrity Pact which is evailable on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:



Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

YES

NO

to

### 14 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the 8id materially complies with the scope and/or specification given.
Final weighted evaluation based on 90/10 preference point system as indicated in paragraph 2	<ul> <li>Pricing and price basis [firm] - whilst not the cole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical</li> <li>B-BBEE status of company - Preference prints wall be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A.</li> </ul>

15	Validity Period
	Transnet desires a validity period of 50 minety days from the closing date of this RFQ.
	This RFQ is valid until
16	Banking Details
	BANK:
	BRANCH NAME CO. C:
	ACCOUNT HOLDER.
	ACCOUNT NUMBER:
17	Com any Registration
	Pega tration number of company / C.C.
	Registered name of company / C.C.
18	Disclosure of Prices Quoted
	Respondents must indicate here whether Transnet may disclose their quoted prices and conditions
	other Respondents:

<sup>&</sup>lt;sup>1</sup> 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.

### 19 Returnable Documents

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

Respondents are required to submit with their Quotations the <u>mandatory Returnable</u>
 <u>Documents</u>, 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 <u>all</u> 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 bocuments by so indicating [Yes or No] in the table below:

Mandatory Returnable Docume	ents	Submitted [Yes or No]
SECTION 2 : Quotation Form		
CIDB GRADING : CE4 OR HIGHER	O	

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

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

All Sections, as indicate in the footer of each page, must be signed, stamped and dated by the Respondent. Please a stirm submission of these essential Returnable Documents by so indicating [Yes or NoVin the table below:

	Essential Returnable Documents	Submitted [Yes or No]
SE	СПСN 1 Notice to Bidders	
-	Valir and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs]	1111
	lote: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference	
-	Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs]	
	Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
-	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	
**	Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	

	Essential Returnable Documents	Submitted [Yes or No]
-	SECTION 3: Standard Terms and Conditions of Contract for the Supply of Services to Transnet	
SE	CTION 4 : Vendor Application Form	
_	Original cancelled cheque or bank verification of banking details	
-	Certified copies of IDs of shareholder/directors/members [as applicable]	
-	Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
-	Certified copies of the company's shareholding/director's portfolio	71101001111
-	Entity's letterhead	
-	Certified copy of VAT Registration Certificate [RSA entities only]	,
-	Certified copy of valid Company Registration Certificate [if applicable]	- IONACION
-	A signed letter from Respondent's auditor or account at confirming most recent annual turnover figures	
-		
ΑN	NEXURE A: B-BBEE Preference Points Claim Forr	
AN	NEXURE B : Specification and Scope of Work	
	NEXURE C : Safety arrangements and Procedural Compliance with cupational Health and Safety Act (Act 85 of 1993)	
	NEXURE D : Specification for Works on under or adjacent to Railway lines and ar High Voltage Equipment (E7/1)	

c) In addition to the requirements of paragraph a) and b) above, Respondents are further requested to submit with their Riopo als 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]
Lette of boods Standing	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

# Section 2 QUOTATION FORM

/We		
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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 a v/us, this Quotation [and, if any, its 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 if, after I/we have been notified of the alceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the deliver lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have rance the order and recover from me/us any expenses incurred by Transnet in calling for Quotations (fresh and/or having to accept any less favourable offer.

### Price Schedule

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

Item	Description	Unit	Qty Rate	Price
A	Bloemfontein Station: Erect fence for 767 metre	s on the bo	undary of Transnet Fro	eight Rail.
1	Supply and install 4-Section steel (SABS 1431/S355) according to clause 3.1	Each	128	
2	Point with coastcote ETCH primer and Metal care(silver aluminium) refer to 3.8	Per steel	128	
3	Cleaning of rubbish and clearing of vegetation per square metre according to clause 3.9.1 up to 3.9.4	M <sup>2</sup>	790	
4	Clearing and removal of existing fence per metre length on the boundary of TFR according to clause 3.6.1 up to 3.6.4	M	767	
5	Cast foundation (25MPA) for H-Section steel columns, 128 holes for 450 x 450 x 850 deep per cub. Metre according to clause 3.2	M S.	23	

С	Gross Total (A+B) =		R	
В	VAT (14% of A) =		R	
Α	Total Price =		R	
7	Installation of precast concrete slabs according to clause 3.3	Each	256	
6	Cast linear foundation and reinforce it according to clause 3.7.	M <sup>3</sup>	64	

Duration from date of purchase order :	[da	Y <mark>-</mark>	weeks/months]
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 suicity 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 in effered on an unconditional basis.

### 2 REFERENCES

Please indicate below previous experience in installation of high security walls, company names and contact details whom Transnet may contact to seek third party evaluations of your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

### 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 Solicitd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order nam the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not expect 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, it 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 later and addresses are those in the Order. Time shall be of the essence in respect of the Supplier VService 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 excumstances 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.

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 planership 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 contractual, 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 held 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 thall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider inflowing a design or process originated and furnished by Transnet. The Supplier/Service Provider shall eliter

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Service 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 to liability in respect of any continued use of the infringing Goods/Services after Suppliers/Service Provider's prior written request to remove the same.

### 6 PROPRIETARY INFORMATION

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's/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.

### 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

- 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 an written notice to the Supplier/Service Provider when such work on the Order shall stop.
- Transnet shall pay the Supplier/Service Provider a fair and reasonable orice for justified work in progress, where such price reflects only those costs now 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 reministed.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circums in e.
- If the Goods or Service 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 Sulplier Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents with, her 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.

### 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 writing 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 even notice shall be deemed served on acknowledgement 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 incolorated 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 hereby irrevocably 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.

### SENERAL

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 **Error!**Reference source not found., Error! Reference source not found., Error! Reference source not found. 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.



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
		4	
SIGNATURE OF RESPONDENT'S		NTATIVE	
NAME:			
DESIGNATION:			
***************************************			
REGISTERED NAME OF COMPAN	IY:		
PHYSICAL ADDRESS:	-0	•	
	C		
Respondent's contact perso	: [Please complete]		
Name	•		
Designation			
Telephone :			
Cell Mone :			
-acsimile :			and the second s
Email :			
Website :			
		·····	

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 003 056

### Section 4

### VENDOR APPLICATION FORM

### Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

- Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
- 2. Original cancelled cheque OR letter from the bank verifying banking details ( tith bank stamp)
- 3. Certified copy of Identity document of Shareholders/Directors/Members (whire applicable)
- 4. Certified copy of certificate of incorporation, CM29 / CM9 (name change)
- Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC) 5.
- A letter with the company's letterhead confirming physical and postal address s
- 7.
- Original or certified copy of SARS Tax Clearance certificate and Va registration certificate
  A signed letter from the Auditor / Accountant confirming most recent and all tumover and percentage
  black ownership in the company AND/OR BBBEE certificate and certificate and certificate. rating agency (SANAS member).

· Failure to submit the above documentation will delay the rendor creation process. NB:

 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 further information from you. E.g. proof of an business and the respective Transnet business ınit e.

### IMPORTANT NOTES:

- If your annual turnover is less than R5 million, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (El. E.). 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 that his million and percentage of black ownership and black female ownership in the company AND, OR LBBLE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SaNAS hamber), should you feel you will be able to attain a better BBBEE score.
- If your annual urne ve 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 b) any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission a confirmation of your status.

  NB: PBEE certificate and detailed scorecard should be obtained from an accredited rating agency pe marient SANAS Member).
- Nour 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
  - NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- To avoid PAYE tax being automatically deducted from any invoices received from 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.

## Supplier Declaration Form

Company Trading Name									
Company Registered Name									
Company Registr	ration Number C	or ID Number If A	Sole Pr	oprietor					
Form of entity	CC			mited	Partners	hip 3	Sole Proprie	tor	
VAT number (if i	registered)			***************************************					
Company Telepl	none Number		***************************************	***************************************			(\$41-00-04/\$4/\$4\$4\$6		(¢, · · · , · · · ,
Company Fax N	umber	0112401-01-0			• • • •	··· · · · · · · · · · · · · · · · · ·			~ 1~
Company E-Mai	l Address							-710.01	
Company Webs	ite Address				117-1170				
Bank Name	•		Bar	nk Accoun	t Number				
Postal						A1444A10117-	1		
Address							Cod	e	
Physical				-			10.1		
Address		1					Cod	<u>e                                      </u>	
Contact Person									
Designation									
Telephone									
Email			CONTROL MATERIAL						****
Annual Turnover F	Range (Last Fina	ncial Year)   < R	. W dion		R5-35 n	nillion	2	R35 million	
Does Your Comp	any Provide	Pro	. ICL		Service	S	E	3oth	
Area Of Delivery		Nati	al		Provinc	iaí	l	_ocal	
is Your Company	A Public Or Pri	vate E tity			Public		F	<sup>⊃</sup> rivate	
Does Your Comp	any Have A Ta	x Directive C IRP30 Certificate Yes			1	No			
Main Product Or	Service Suppli	d (L.G.: Stationer	y/Consu	ulting)			•		
BEE Ownership	Details								
% Black Ownership		Black women own	ership		% Disabled person/s ownership				
Does your company have a BE		E certificate		Yes		No		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
What is your bo	at based BEE	status (Level 1 to	o 9 / Un	known)					
How many pared	nnel does the	firm employ	Pe	rmanent		Part	time		
Transn t C intac	Person							TOTAL CO.	
Cortac number							····	VE	
ans et operating division									
Duly Authorised	To Sign For	And On Behalf (	Of Firm	/ Orga	nisation				
Name		***************************************	2004/01/04/07/04/07/20/0	D	esignatio	n		<del></del>	NAFOREIGNASCHO
Signature				D	ate				
Stamp And Sigr	nature Of Com	missioner Of O	ath	LUISSOOMTOTTI				***************************************	
Name				D	ate				
Signature				T	elephone	No.			

# REPLACE EXISTING WALL WITH HIGH SECURITY WALL AROUND BLOEMFONTEIN STATION ANNEXURE (A)

### **B-BBEE PREFERENCE POINTS CLAIM FORM**

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

### 1. INTRODUCTION

- 1.1 A total of twenty preference points shall be awarded for B-BBEE Status Leve of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and culmit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a side or, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim is regard to preferences, in any manner required by Transnet.

### 2. GENERAL DEFINITIONS

- 2.1 "all applicable taxes" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "B-BBCF" nean broad-based black economic empowerment as defined in section 1 of the Broad-Based black Economic Empowerment Act;
- 2.3 **BBB. 5 status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "contract" means the agreement that results from the acceptance of a bid by Transnet;

- 2.9 "EME" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practice and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
- 2.12 "non-firm prices" means all prices other than "firm" prices,
- 2.13 "person" includes reference to a juristic person;
- 2.14 "QSE" means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-3BEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice Issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitation, and includes all applicable taxes and excise duties;
- 2.16 "subcontract" means the primary contractor's assigning or leasing or making out work to, or employing another period to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 "total revenue" bears the same meaning assigned to this expression in the Codes of Good cities of Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Plack Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 "**trustee**" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.

- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.



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

4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Register of Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMIs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level

- certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for 8-8BEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazatte No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BB E recognition claimed.

### 5.

B-BI	BEE STATU	US AND SUBCONTRACTING	
5.1	Bidders	who claim points in respect of B-BBEE Status Level of Cont	ribution must
	complet	te the following:	
	B-BBEE S	Status Level of Contributor =[maximum of 20 poir	nts]
	Note: Po	pints claimed in respect of this paragraph 5.1 must be in accordance	with the table
		in paragraph 4.1 above and must be substantiated by means of a B-	
		y a Verification Agenc, accredited by SANAS or a Registered Auditor appro	
	a sworn a	affidavition the case of an EME or QSE.	
5.2	Subcort	tracting:	
	Wili o	portion of the contract be subcontracted? YES/NO [delete which is not ap	plicable]
	If YES. I	dicate:	
	(i)	What percentage of the contract will be subcontracted?	%
SY	(ii)	The name of the subcontractor	•••••
	(iii)	The 8-BBEE status level of the subcontractor	
	(iv)	Is the subcontractor an EME?	YES/NO
5.3	Declaration	on with regard to Company/Firm	
	(i)	Name of Company/Firm	
	(ii)	VAT registration number	
	(iii)	Company registration number	
	(iv)	Type of Company / Firm [TICK APPLICABLE BOX]	
		☐ Partnership/Joint Venture/Consortium	
		☐One person business/sole propriety	
		□Close Corporations	

	(v)	Describe Principal Business Activities
	(vi) (	Company Classification [TICK APPLICABLE BOX]
		□Manufacturer
		□Supplier
		□Professional Service Provider
	(vii)	☐Other Service Providers, e.g Transporter, etc  Total number of years the company/firm has been in busine of the service of t
DECLA	RATIO	NO
		signed, who warrants that he/she is duly authorised to do so on behalf of the
		ertify that points claimed, based on the B-BBEE scatus level of contribution indicated in
aragraph 4		ve, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:
	` '	he information furnished is true and lorrect.
	(ii)	In the event of a contract being a varded as a result of points claimed as shown in
		paragraph 6 above, the contractor may be required to furnish documentary proof to the
	ZOS	satisfaction of Transnet that the claims are correct.
	(iii)	If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent
		basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
		(a) dischally the person from the bidding process;
		(b) regiver costs, losses or damages it has incurred or suffered as a result of that
		person's conduct;
	V	<ul> <li>cancel the contract and claim any damages which it has suffered as a result of</li> </ul>
		having to make less favourable arrangements due to such cancellation;
<b>)</b>	•	(d) restrict the Bidder or contractor, its shareholders and directors, and/or associated
		entities, or only the shareholders and directors who acted in a fraudulent manner,
		from obtaining business from Transnet for a period not exceeding 10 years, after
		the audi alteram partem [hear the other side] rule has been applied; and/or
		(e) forward the matter for criminal prosecution.
WITNE	ESSES	
	,	
		SIGNATURE OF BIDDER
	••••	1

1.

2.

### ANNEXURE (B)

The delay damages are	<b>R 1000.00</b> per day
The retention is	N/A%

### 1.0 CONTRACTUAL OBLIGATIONS

<u>A:</u>

1.1 This project specification covers Transnet freight rail's requirements Replace existing wall with high security wall on the boundary of Bloemfontein station "UNDER THE CONTROL OF THE DEPOT ENGINEER, BLOEMFONTEIN".

<u>B:</u>

- 1.2 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manage
- 1.3 The Contractor shall ensure that a safety representative is at site at all times.
- 1.4 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at his/her own coat, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.5 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
  - 1.5.1 The Compensation in Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall project proof of his <u>registration and good standing</u> with the Compensation commissioner in terms of the Act.
  - 1.5.2 The Occupational Pointh and Safety Act (Act 85 of 1993).
  - 1.5.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Hanager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
  - 1. 4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
  - 1.5.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.6 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.7 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

- 1.8 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.
- 1.9 A penalty charge of **R1000.00** per day will be levied for late completion.
- 1.10 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 3<sup>rd</sup> party suppliers must be communicated to the Project Manager or Supervisor in writing.
- 1.11 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.
- 1.12 Both books mentioned in 1.09 and 1.10 shall be the property of Transpet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.
- 1.13 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.14 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight (Rail for function, performance, and reliability, including purchased products from 3' part suppliers/Manufacturers.
- 1.15 The Contractor shall prove to Transnet Freight Ruil that his equipment or those supplied from 3<sup>rd</sup> party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.16 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.
- 1.17 Alcohol or any substance abuse will not be colerated inside the Transnet servitude. The contractor shall do his own alcohol testing every day sign on and off for all employees. The contract will be recording this in his site dairy. The breath analyser tester is for the contractors account.
- 1.18 If contractor's workers are to use under the influence of substance abuse, Technical Officer has the right to cancel the contract
- 1.19 At anytime TO will be contractors subordinates for substance abuse.
- 1.20 PPE must be we'rn a any time when working under TFR servitude.
- 1.21 Contractor is resurred to acclimatise himself/herself with safety rules and regulations.
  - 1.22 Safety indiction will be held before contract begins.

### The continuator must also attach the following proved documents:

- 1. Letter of good standing.
- 2. Tax clearance certificate.
- 3. C.I.D.B. Rating Certificate. Code of rating = 4.
- 4. NHBRC Certificate: To be submitted by successful Contractor
- 5. Programme of work: To be submitted by successful Contractor
- 6. Format: Bar chart
- 7. Site diary: Successful Contractor to supply in triplicate carbon copies
- 8. Site instruction book: Successful Contractor to supply in triplicate carbon copies

### Works Information

### 3.0 Description of work

- Erecting of precast concrete slabs on the boundary of Transnet Freight Rail to prevent pedestrian trespassing. See Annexure B for site plan and Annexure A for drawing of construction method.
- 3.1 Provision and Planting of 152 x 152 x 23 kg/m H Steel section (SABS 1431 / §355) ;
  - 3.1.1 Steel must be cut to have a length of 3,25m.
  - 3.1.2 Please note some areas will need steel to have length that is more than 3,25m depending on the topography.
  - mn above the ground as shown on 3.1.3 Install post for 850mm below the ground and leave 24 the drawing annexure A.
  - 3.1.4 Installation should be 6060mm centre to centre
  - 3.1.5 All posts must be on same level with each other
  - 3.1.6 Technical Officer must be consulted if the area is inclining or whereby the slabs must step.

### 3.2 Foundation:

- 3.2.1 Foundation for columns should be 150 450 square and 850mm deep.
  3.2.2 Linear foundation should be 160 x 300 deep.
  3.2.3 Concrete strength must be 25 MP4 for all the foundation.

- 3.2.4 Concrete samples to be provided to the TO on site for every batch mixture to be tested.
  3.2.5 Compact the trench for of 6 ModAASHTO before pouring in the concrete mixture.
  3.2.6 Linear foundation must not be reinforced.
  3.2.7 After casting of foundation cover it with plastic on top to protect it from sun and soil fines.
  3.2.8 Foundation to be roined by machine.

### 3.3 Installation of slabs

- They must be lifted up by code 32 truck grain up to the capacity specified on the certificate.
- The weight of the concrete slab is 1, 6 tonne.
- Concrete mix (1 part of cement, 2 part of sand and 3 part of 19mm stones) for grouting should be placed and compacted in position to close 30mm gap between the slabs and H -steel.
- 3.3.4 Slab walling should be vertically straight when checked with water level instrument.
- 3.3.5 After installation of 30mm gap place wooden blocks for making the slab to be straight.

### 3.4 Curing

- 3.4.1 The curing period for concrete containing CEM I only shall be 7 days.
- 3.4.2 The period will start on completion of the concrete pour and formed surfaces shall include the time for which forms are still in place after the pour.

### 3.5 Excavation

- 3.5.1 The size, shape and depth shall be approved by the TO or Engineer before concrete is placed.
- 3.5.2 After excavation compaction should be done to stabilise the soil aggregate.

- 3.5.3 Excavation dimensions are well shown on the drawing annexure A.
- 3.6 Clearing and removal of existing fence
  - 3.6.1 Existing fence should be removed and must be given to TFR to be recycled.
  - 3.6.2 Vegetation and obstructing trees should be cleared.
  - 3.6.3 The site must be clear after construction has been completed.
  - 3.6.4 From the edge of the river up to the embankment clear and build walling for 457m and from the taxi rank until the foot bridge build wall for 310 m as shown on the site plan.

### 3.7 Reinforcing of concrete foundation

- 3.7.1 Reinforce linear foundation with 8 mm wire mesh, spacing between 100 x 100 square.
- 3.7.2 These reinforcement is done to prevent punching shear on the foundation and shear cracks.
- 3.7.3 Measurements and dimensions are shown on the drawing annexure

### 3.8 Coating

- 3.8.1 Degrease it with AQUASOLV DEGREASER (GRI) and ricce the roughly with fresh water. 3.8.2 Paint the steel with Coastcote ETCH Primer (Red Oxide SN2), Two coats to be applied.
- 3.8.3 Thirdly paint the steel with Metal care (Silver shire aluminum). Colour code SILVER ASS 1.
- 3.9 Cleaning of rubbish and clearing of vegetation
  - 3.9.1 To clean up all rubbish that will be identified by technical officer.
  - 3.9.2 Clear vegetation and small bushes commined with rubbish as will be shown on site by TO.
  - 3.9.3 The site must be left clean, tidy and next after completion.3.9.4 Spoilage must be dumped of the legal dumping area.

### 4.0 THE SITE

Access to the sites will be via the Transnet service roads. The key for gates in the service road can be obtained from the Technical Officer, but must be handed back on completion of the contract. Gates have to be kept closed at all ime. To vehicle will be allowed to cross the railway line at any place except at level crossings.

No Transnet coperty like sleepers, rails, fencing, cables and ballast stone are to be removed from the site.

The repairs of any damages to the Transnet fencing/railway lines, Eskom power lines and Telkom will be for the Contractors account. The Contractor must arrange for the damage to be repaired within one day. Alternatively these costs will be deducted from the tendered amount, and Transnet will arrange for the repair of the damage.

### 5.0 TO BE SUPPLIED BY TRANSNET FREIGHT RAIL:

Precast slab will be provided by Transnet Freight Rail.

### 6.0 TO BE SUPPLIED BY THE CONTRACTOR

The Contractor is responsible to supply his own equipment, transport and labour.

The Contractor must also provide the following material:

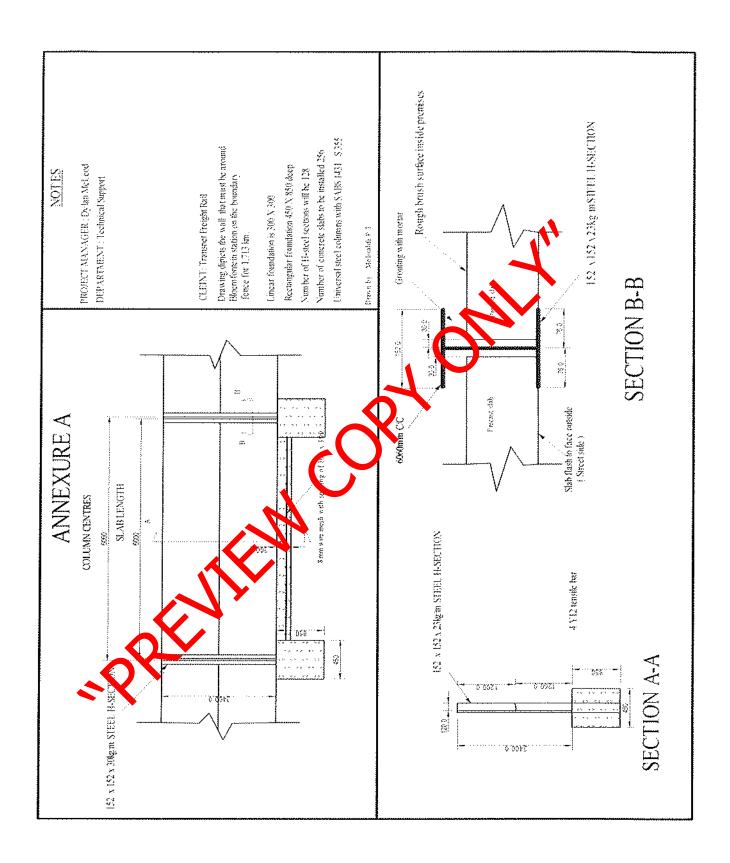
Supply concrete mixture and H-Steel section as stated on clause 3.1.

### 7.0 PROGRAM FOR THE EXECUTION OF THE WORK

### **20. RISK ASSESSMENTS**

No	Process	Hazard or risk	Probability	Preventive actions
1	Concrete mixture	It can damage the hands of the person who using it.	2	Full PPE must be emphasised especially hand cloves.
2.	Loading and offloading of material	Dust may occur and blocks the nose of the operator, and fall into his/her eyes.	5	The operator must wear goggles to protect his eyes and dust mask to prevent dust to enter his/her nose. And the proper PPE must be worn and good working safety procedure must be practised on site.
3.	Working at close range to the railway track	If flagman does not report that the train is coming, workers will be killed by train.	5	Flag man must be present at all times.
4.	Lifting and planting of posts	If wswp is not followed the pole can fall and hit someone.	5	The work is should follow wswp safely and a old shot cuts.

No.	Severity	Frequency	Risk ve u	e Risk value
1.	1+1+1+1 = 4	2	20%	D
2.	1+1+1+1 = 4	5	20%	D
3.	5+5+5+3 = 18	5	90%	A
20.0	5+5+5+3 = 18	5	90%	A





### ANNEXURE (C)

### 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 but a the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- The Contractor accepts, in terms of the General Condition 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, that under his control. He shall, before commencement 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 Fig. as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place or 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 pitce of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect or 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. Definition

- In this fractification 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: -
  - 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;
- "Health and Safety Plan" means a documented plan which addresses the hazards identified and 2.7 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 199

#### 3. **Procedural Compliance**

- 3.1 The Contractor who intends to carry out any construction ork : hall, before carrying out such work, notify the Provincial Director in writing if the construction work:
  - (a) includes the demolition of a structure e ding height of 3 metres; or
  - (b) includes the use of explosives to ent. Th onstruction work; or
  - (c) includes the dismantling of fixed part at a height greater than 3m,

and shall also notify the Provincial Director if writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-

- (s)
- includes excavation work deeper than 1m; or includes working at a hight greater than 3 metres above ground or a landing. (b)
- 3.2 The notification to the Physicial Director shall be on a form similar to Annexure A of the Construction Regulations, 2001, 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 Contract shall, in accordance with the Act and applicable Regulations, make all the necessary where of competent persons in writing on a form similar to Annexure 2 of this Specification and deliter opies thereof to the Technical Officer. Copies should also be retained on the health and safety
- 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 a 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**

- The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical 5.1 arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
  - The provision, as far as is reasonably practical, of a working environment that is safe and without (i)
  - risk to the health of his employees and subcontractors in terms of section 8 of the Act; the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act (ii) 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 sarety;
  - ensuring, as far as is reasonably practical, in terms of section 27 of the Act that no employee or (iii) 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 the 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.
- The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competeral person, appointed in writing, before commencement of any Construction Work and reviewed 5.3 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) evaluation of the hazards identified; the analysic and
  - a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified; (c)
  - (d) onitoring and review plan.
- 5.4 and Safety Plan shall include full particulars in respect of: -
  - The safety management structure to be instituted on 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 exprosee 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 no 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 su contractor are informed regarding any hazard as stipulated in the Risk Assessment before any work contractor 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 revalent on the site and shall be provided with the necessary personal protective equipment.

### 6. Fall Protection Plan

- 6.1.1 In the event or the lisk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing tisk relating to working from an elevated position the contractor shall cause the designation of a competer, 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 curactor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fail 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.

# 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 ornicipal 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:

11. Est	timated maximum numb	er of persons on the	construction site	2:	
12. Pla	nned number of contra	tors on the construct	tion site account	able to the princi	ple contractor
13.	Name(s) of contractors	aiready chosen.			
	***************************************	•			
		•			A
				•	1.
					<u> </u>
Principal Contractor				0/2	Date
			1		
Client			0	•	Date

- \* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR <u>PRIOR</u>
  TO COMMENCEMENT OF WORK OF SITE.
- \* ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

# (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 area/s 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 :-

## (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 :
CORT
2PK

# (LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSMET LIMITED)

## SITE ACCESS CERTIFICATE

Access to :	(Area)
Name of Contractor/Builder :-	
Contract/Order No.:	
	<b>1</b>
The contract works site/area described above are ma	de 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 sandy of the Works Site, and for persons
under your control having access to the site.	the control and sale view of the following
· -	$\sim$
As from the date hereof you will be responsible for o	ompliant with the requirements of the Occupational Health
and Safety Act, 1993 (Act 85 of 1993) as amended, a	and are inditions of the Contract pertaining to the site of the
works as defined and demarcated in the contract dog	ume to including the plans of the site or work areas forming
part thereof.	
Signed :	Date :
TECHNICAL OFFICER	
4.01/41014/150-6	
ACKNOWLEDG	SEMENT OF RECEIPT
Name of Contracto./Builder	I,
*	
	do hereby acknowledge and accept the
and obligations in respect of the Safety of t	duties he site/area of Work in terms of the Occupational
Health and Safety Act; Act 85 of 1993.	ne site/area or work in terms or the occupational
Alama .	Danis - ation
Name :	Designation ;
Clause	<b></b> .
Signature :	

## ANNEXURE (D)

E7/1 (July 1998)

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

(This Specification shall be used in Trunsne Contracts)

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# **ANNEXES**

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- 2. Vertical clearances 1 065 mm gauge
- 3. Clearances 610 mm gauge
- 4. Platform clearances

PREVIEW

#### 1 DEFINITIONS

The following definitions shall apply:

<u>Authorised Person</u>. A person whether an employee of Transnet or not, who has been specially authorised to undertake specific duties in terms of Transnet's publication SAFETY INSTRUCTIONS: HIGH-VOLTAGE ELECTRICAL EQUIPMENT, 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 Transnet to carry out work on its behalf.

Dead. Isolated and earthed.

<u>Electrical Officer (Contracts)</u>. The person appointed in writing by the responsible Electrical Engineer in Transnet 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.

<u>Executive Officer</u>. The person appointed by Transnet 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 000 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 per on's body or the tools he is using or any equipment he is handling may come within 3 netres or live exposed high-voltage electrical equipment.

Occupation. An authorisation granted by Transnet for work to be carried out under specified conditions on, over under or a lincent to railway lines.

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

Project Manager The person or juristic person appointed by Transnet from time to time as the Project Manager, thadminister the Contract according to the powers and rights held by and obligations pared 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 staff under his control to work oil, over, under or adjacent to railway lines and in the vicinity of high-voltage electrical equipment.

<u>Technical Officer</u>. The person or juristic person appointed by Transnet from time to time as the Technical Officer, to administer the Contractor's performance and execution of the Works according to the powers and rights held by and obligations placed upon the Technical Officer in terms of the Contract.

<u>Total Occupation</u>. 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.

ORY ONLY

#### PART A - GENERAL SPECIFICATION

#### 2. **AUTHORITY OF OFFICERS OF TRANSNET**

- 2.1 The Contractor shall co-operate with the officers of Transnet and shall comply with all instructions issued and restrictions imposed with respect to the Works which bear on the existence and operation of Transnet's railway lines and high-voltage equipment.
- 2.2 Without limiting the generality of the provisions of 2.1, any duly authorised representative of Transnet, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of Transnet assets or any person is affected. CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS

#### 3. CONTRACTOR'S REPRESENTATIVES

- 3.1 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 Technical Officer with the names, addresses and telephone numbers of the representatives.
- 3.2 The Contractor guarantees that he has satisfied his self that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.

# 4. OCCUPATIONS AND WORK PERMITS

- 4.1 Work to be done during total occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Technical Officer and at times to suit Transnet requirements.
- 4.2 The Contractor shall of anise the Works in a manner, which will minimise the number and duration of occupations and work permits required.
- 4.3 Transnet will not be to ble for any financial or other loss suffered by the Contractor arising from his failure to contracte any work scheduled during the period of an occupation or work permit.
- The Connector shall submit to the Technical Officer, 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. Transnet does not undertake to grant an occupation or work permit for any particular date, time or duration.
- 4.5 Transnet 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 4.6 to 4.8.

- 4.6 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.
- 4.7 When the Contractor is notified less than 2 hours before the schedule 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.
- 4.8 Reimbursement the Contractor for any loss of working time in terms of 4.6 and 4.7, 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 Technical Officer certifies that no other work on which the labour and plant could be employed was immediately available.
- 4.9 Before starting any work for which an occupation has been cranged, the Contractor shall obtain from the Technical Officer written confirmation of the date, time and duration of the occupation.
- 4.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of form No. T.1276 signifying that he is aware of the limits within which work may be undertaken. After the work for which the permit was granted has been completed, or when the work permit is duly 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 T.1276 form, thereby acknowledging that he is aware that the electrical equipment is to be made "live". The Contractor shall advise all his workman accordingly.

# 5. SPEED RESTRICTIONS AND PROTECTION

- When speed restrictions are imposed by Transnet 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.
- When the Technical Officer 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 Transnet's and the Contractor's personnel and assets, the public and including trains. Transnet will provide training free of charge of the Contractor's flagmen and other personnel person
- 5.3 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction, which may be given by Transnet personnel providing protection.

## 6. ROADS ON TRANSNET PROPERTY

The provision of clause 25 of the E.5, General Conditions of Contract, or clause 23 of the E.5 (MW), General Conditions of Contract for Maintenance Works, shall apply to the use of existing roads on Transnet's property.

#### 7. **CLEARANCES**

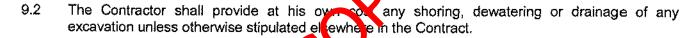
7.1 No temporary works shall encroach on the appropriate minimum clearances set out in Annexure 1 BE97-01 Sheets 1,2, 3 and 5 of 5.

## 8. STACKING OF MATERIAL

8.1 The Contractor shall not stack any material closer than 3 m from the centre line of any railway line without prior approval of the Technical Officer.

## 9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

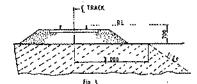
9.1 Unless otherwise approved by the Technical Officer any excavation adjacent to a railway line shall not encroach on the hatched area shown in Figure 1.



- 9.3 Where required by the Technical Officer, 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.
- 9.4 The Contractor shall prevent incress of water to the excavation but where water does enter, he shall dispose of it as tire ted by the Technical Officer.
- 9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless to has made adequate prior arrangements to deal with drainage.

# 10. FALSEYORK OR STRUCTURES

- Drawings of falsework for the construction of any structure over, under or adjacent to any railway five shall be submitted to the Technical Officer 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.
- 10.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Technical Officer a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Technical Officer to proceed, the Contractor shall be entirely responsible for the safety and



adequacy of the falsework.

#### 11. PILING

11.1 The Technical Officer will specify the conditions under which piles may be installed on Transnet property.

## 12. UNDERGROUND SERVICES

- 12.1 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.
- 12.2 Any damage shall be reported immediately to the Technical Officer, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

#### 13. BLASTING

- The provisions of clause 23 of the E.5, General Conditions of Contract or clause 21 of the E.5 (MW), General Conditions of Contract for Maintenance Work, shall apply to all blasting operations undertaken in terms of the Contract.
- 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 25 of 1956 as amended).
- 13.3 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Technical Officer, 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 legarding the time during which blasting may take place.
- The flagmen described 13.8, where provided by Transnet, are for the protection of trains and Transnet 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.
- 13.5 The person described in 13.3 will record in a book provided and retained by Transnet the dates and times
  - when each request is made by him to the controlling station for permission to blast;
  - (ii) when blasting may take place;
  - (iii) when blasting actually takes place; and
  - (iv) when he advises the controlling station that the line is safe for the passage of trains.
- 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 Technical Officer and the person who will do the

blasting shall both sign the book whenever an entry described in 13.5 is made.

13.7 The terms of clause 27 hereof shall be strictly adhered to.

#### 14. RAIL TROLLEYS

- 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 Technical Officer and under the conditions stipulated by him.
- All costs in connection with such trolley working requested by the contractor shall, unless otherwise agreed, be borne by the Contractor, excluding the costs of any train protection services normally provided free of charge by Transnet.

#### 15. SIGNAL TRACK CIRCUITS

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

#### 16. PENALTY FOR DELAYS TO TRAINS

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16.1 If any trains are delayed by the Contra tor and the Technical Officer is satisfied that the delay was avoidable, a penalty will be imposed on the Contractor of R5 000 per hour or part thereof for the period of delay, irrespective of the number of trains delayed.

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

#### 17. GENERAL

- 17.1 This specification is based on the contents of Transnet's publication SAFETY INSTRUCTIONS, HIGH-VOLTAGE ELECTRICAL EQUIPMENT, 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 Transnet, and the onus rests on the Contractor to ensure that he obtains a copy.
- 17.2 The Contractor's attention is drawn in particular to the contents of Pan I, Sections 1 and 2 of the Safety Instructions: High-Voltage Electrical Equipment.
- 17.3 The Safety Instructions: High-Voltage Electrical Equipment, cover the minimum safety precautions which must be taken to ensure safe working on or year 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).
- 17.4 This specification must be read in conjunction with and not in lieu of the Safety Instructions: High-Voltage Electrical Equipment.
- 17.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any live high-voltage equipment.
- 17.6 The Contractor shall regarial high-voltage equipment as live unless a work permit is in force.
- 17.7 Safety precautions taken of 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 Transnet staff while this is necessary.
- 17.8 No barrier shalf be removed unless authorised by the Electrical Officer (Contracts).

# 18. **WORK ON BUILDINGS OR FIXED STRUCTURES**

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.

- 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.
- 18.3 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.

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

- 19.1 No person shall stand, climb or work whilst on any platform, surface or foothold higher than the normal unrestricted places of access, namely -
  - (i) the floor level of trucks:
  - (ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
  - (iii) walkways between coaches and locomotives.

When in these positions, no person may raise his hands or any equipment or material he is handling above his head.

- 19.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.
- 19.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc should be avoided, but if essential they shall be sabuled as nearly as possible in a horizontal position below head height.
- 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.
- 19.5 Where the conditions is 19.1 to 19.3 cannot be observed the Electrical Officer (Contracts), shall be notified. Het 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 Transnet and at its costs, 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 in Transnet.

# 20. USE OF EQUIPMENT

- 20.1 Measuring Tapes and Devices
- 20.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.
- 20.1.2 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.

- 20.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer in Transnet, but these devices must not be used within 3 metres of live high-voltage equipment in rainy or wet conditions.
- 20.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in 20.1.1 to 20.1.3 are required.
- 20.1.5 The restrictions described in 20.1.1 to 20.1.3 do not apply on a bridge deck between permanent parapets nor in other situations where a barrier effectively provents contact with the live high-voltage equipment.
- 20.2 Portable Ladders
- Any type of portable ladder longer then 2 metres may only be used near live high-voltage equipment under the direct supervision of the Responsible Representative. He shall ensure that the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

## 21. CARRYING AND HANDLING MATERIAL AND EQUIPMENT

- Pipes, scaffolding, iron sheets, reinforcing bars and other material, which exceeds 2 metres in length, small be carried completely below head height near live high-voltage equipment. For maximum safety two or more person, so as to maintain it as nearly as possible in a horizontal position should carry such traterial. The utmost care must be take to ensure that no part of the material comes within 3 metres. If any live high-voltage equipment.
- 21.2 Long lengths of wire of 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.
- 21.3 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 grandlevel.

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

- 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.
- 22.2 The cost of supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.
- 22.3 The provisions of clauses 22.1 and 22.2 shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

#### 23. USE OF WATER

23.1 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.

#### 24. <u>USE OF CONSTRUCTION PLANT</u>

- 24.1 "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.
- 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 line 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.
- The cost of any supervision and Authorised Person and the provision of earthing shall, unless otherwise agreed, be come by the Contractor.
- 24.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to event their swinging and coming within 3 metres of live high-voltage equipment.
- 24.5 Clause 24.7 to 24.4 shall apply mutatis mutandis to the use of maintenance machines of any

#### 25. WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT

- 25.1 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.
- 25.2 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 expmpletion of the work before he signs portion D of the work permit.

#### 26. TRACTION RETURN CIRCUITS IN RAILS

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

#### BLASTING

- 27.1 The Continuor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 14 days notice of his intention to blast.
- 27.2 N basting shall be done in the vicinity of electrified lines unless a member of Transnet's electrical personnel is present.
- 27.3 The terms of clause 13 hereof shall be strictly adhered to.

# 28. <u>HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY TRANSNET</u>

Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by Transnet, 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.

