

**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No CRAC-KGG-13972**

**FOR THE PROVISION OF: CUTTING AND MAINTENANCE OF LEVEL CROSSING  
BY MEANS OF EITHER MECHANICAL OR  
HERBICIDES METHOD UNDER THE  
GEOGRAPHICALLY AREA CONTROLLED BY THE  
DEPOT ENGINEER KRUGERSDORP.**

**FOR DELIVERY TO: KRUGERSDORP.**

**ISSUE DATE : 16 APRIL 2014**  
**BRIEFING DATE: 23 APRIL 2014**  
**VENUE : ANCHOR BOARDROOM, MILLSITE AT 10:00 THEN  
PROCEED TO SITE VISIT (COMPULSORY).**  
**CLOSING DATE : 06 MAY 2014**  
**CLOSING TIME : 10:00**  
**OPTION DATE : 31 JULY 2014**

**FOR SITE CONTACT: MATSHENI FAKUDE 083 268 8980**

**PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND  
ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND  
REFLECTIVE VEST ON SITE**

**ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL &  
COPY IN ONE ENVELOPE THE ENVELOPE MUST BE WRITTEN OUTSIDE  
THE TENDER NUMBER AND THE CLOSING DATE.**



## 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:** [post and/or courier]  
**CLOSING VENUE:** The Secretary, TRANSNET Freight Rail Acquisition Council, Tender Box, Inyanda House 1, 21 Wellington Road, and Parktown.

#### 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 "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 the following:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of 60%.
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services.
- The 90/10 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- If the 90/10 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.



- In this RFQ, Transnet will apply **90/10** preference point system prescribed in the PPPFA.

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

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

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

**a) Large Enterprises [i.e. annual turnover greater than R35 million]:**

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

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

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

**c) Exempted Micro Enterprises – EME [i.e. annual turnover less than R5 million]:**

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

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

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

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

Transnet will accordingly allocate a maximum of **10 [ten] points** in accordance with the **90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure C- B-BBEE Preference Points Claim Form** for further details].



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

### 3 Communication

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

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

Name: Nobahle Mjoli  
Telephone: 011 584 1141  
Email: nobahle.mjoli@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 any matter relating to its RFQ response:

Name: Prudence Nkabinde  
Telephone: 011 544 9486  
Email: [prudence.nkabinde@transnet.net](mailto:prudence.nkabinde@transnet.net)

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

**TENDER DOCUMENT IS FOR FREE.**

**PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE**

### 4 Tax Clearance

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

### 5 VAT Registration

The valid VAT registration number must be stated here: \_\_\_\_\_ [if applicable].

### 6 Legal Compliance

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



## 7 Changes to Quotations

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

## 8 Pricing

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

## 9 Prices Subject to Confirmation

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

## 10 Negotiations

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

## 11 Binding Offer

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

## 12 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

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

I/We \_\_\_\_\_ do hereby certify that I/we **have/have not been** found guilty during the preceding 5 [five] years of a serious breach of law,



including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH:

---



---

DATE OF BREACH:

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

### 13 Evaluation Criteria

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

#### 13.1 Stage 1

##### 13.1.1 Phase 1 Administrative Responsiveness

- Safety Plan
- Letter of Good Standing

##### 13.1.2 Substantive Responsiveness

- SHE Questionnaire

#### 13.2 Phase 2 Functionality/Quality – 100% Minimum threshold must be obtained

- Compliance to Specification – in line with scope of work & Schedule Quantity.
- Experience Relevant to the Type of work.
- List of Equipment.

#### 13.3 Stage 2

##### COMMERCIAL:

##### 13.3.1 Competitive Pricing



### 13.3.2 B-BBEE Status of Company

Provide BBBEE level Certification and Score Card

Weighted evaluation based on 90/10 preference point system:

- Pricing and price basis [firm] – whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical

#### B-BBEE status of company

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	09
3	08
4	05
5	04
6	03
7	02
8	01
Non-compliant contributor	0

#### 14 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until 31 July 2014.

#### 15 Banking Details

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

#### 16 Company Registration

Registration number of company / C.C. \_\_\_\_\_

Registered name of company / C.C. \_\_\_\_\_

<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.





### 17 Disclosure of Prices Quoted

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

YES ☐ NO ☐

### 18 Returnable Documents

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

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

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

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

Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	

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

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





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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- 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	
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Safety Plan	
- Original/Certified copy of Letter of Good Standing [Department of Labour]	
- SME Questionnaire	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
ANNEXURE A – B-BBEE Preference Points Claim Form	



**COMPANY INFORMATION**

**19. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:**

- Tenderers are to advise which other companies have they successfully provided or are currently providing similar services.

Service Description	For whom done	Period	Contact person and Telephone or Cell number

\_\_\_\_\_

\_\_\_\_\_

Respondent's Signature

Date & Company Stamp

--	--	--	--

**SECTION 2**

**REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER CRAC-KGG-13972**

**CUTTING AND MAINTENANCE OF LEVEL CROSSING BY MEANS OF EITHER MECHANICAL OR HERBICIDES METHOD UNDER THE GEOGRAPHICALLY AREA CONTROLLED BY THE DEPOT ENGINEER KRUGERSDORP.**

**Information Session**

**2.**

**RFQ SITE MEETING**

**A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:**

Venue : Anchor Boardroom, Millsite.

Time : 10H00

Date : 23 April 2014

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

Contact person on sites: Matsheni Fakude 083 299 8167

**2.1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:



TRANSNET'S REPRESENTATIVE

TENDERER'S REPRESENTATIVE

DATE : .....

3. **VERY IMPORTANT**

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

**Section 3**

**QUOTATION FORM**

I/We .....

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, 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 acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

**Price Schedule**

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



Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Cutting and Maintenance of Level Crossing by Means of either Mechanical or Herbicides method under the geographically area controlled by Depot Engineer Krugersdorp.				

**Delivery Lead-Time from date of purchase order :** \_\_\_\_\_ [days/weeks]

**Notes to Pricing:**

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

**Section 4**

**CLEANING OF RAILWAY LEVEL CROSSINGS**

**• PROJECT SPECIFICATION**

**CONTENTS**

#	TITLE	PAGE
1.	SCOPE OF WORK	1
2.	DEFINITIONS	1
3.	SUFFICIENCY OF TENDER	2
4.	COMPLIANCE WITH STATUTES	2
5.	GENERAL	2



6.	TO BE PROVIDED BY THE CONTRACTOR	2	
7.	SCHEDULE OF QUANTITIES AND PRICES	3	
8.	EVALUATION OF TENDERS	3	
9.	SITE BOOKS	3	
10.	SITE MEETINGS	3	
11.	INFORMATION TO BE PROVIDED WITH TENDER	3	
12.	METHOD OF VEGETATION CONTROL	4	
13.	STANDARDS OF WORKMANSHIP	4	
14.	PROGRAMME OF WORK	4	
15.	PERFORMANCE MONITORING AND EVALUATION	5	
16.	REMEDIAL WORK	5	
17.	DAMAGE TO FAUNA AND FLORA	5	
18.	DURATION	5	
19.	MEASUREMENT AND PAYMENT	6	
20.	PENALTIES FOR LATE COMPLETION	6	
21.	GUARANTEES	6	
22.	CONTRACT PRICE ADJUSTMENT FORMULA	7	
23.	SCHEDULE OF QUANTITIES		Attachment 1
24.	SCHEDULE OF SIGHTING DISTANCES		Attachment 2
25.	SKETCH		Attachment 3

## CLEANING OF RAILWAY LEVEL CROSSINGS

### PROJECT SPECIFICATION

#### 1. SCOPE OF WORK

- 1.1 This contract covers the control of vegetation at level crossings, including declared weeds, trees, bushes, shrubs etc., by means of either mechanical and/or chemical herbicide methods.
- 1.2 The essence of the contract is that TRANSNET FREIGHT RAIL requires clear visibility at level crossings through the control of living vegetation and the management of dead remains, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obscure, hinder or interfere with operational activities, or have the potential to damage equipment or facilities.



- 1.3 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. TRANSNET FREIGHT RAIL, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his/her tender.
- 1.4 The Contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.
- 1.5 **Since the level crossing maintenance it's a safety risk the tenderers must have full experience of the section to be controlled.**
- 1.6 **Work program must be submitted with the document and must be followed as scheduled any deviation will be a breach of contract and there are 21 level crossings as priority that are always monitored and must be cut 6 times in a year meaning always must be clean.**

## 2. DEFINITIONS

### 2.1 CONTROL

Control is achieved when all existing or potential growth of vegetation is cut to a maximum height of 300mm.

- The constituent parts of all plants occurring within the area of treatment cease to exceed 300mm in height.
- The constituent parts of all plants (dead or alive) cease to exceed 300mm in height for the total duration of the contract.
- There are not dead or dry remains of any vegetation within the treated area, which may constitute a hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations.

Control constitutes a process or situation where the control of vegetation at level crossings occurs on an **on-going basis** and not only at the time of payment.

### 2.2 CLEAN LEVEL CROSSING

**The successful control of vegetation at a railway level crossing, giving motorists clear vision metres to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign. See attached sketch, schedule of quantities and sighting distance schedule.**

**Level crossings where control is required may be irregular in shape and will normally be measured per crossing as per attached sighting distance schedule.**

**For inspection and payment purposes, any growth taller than 300mm in any one of the four quadrants of a level crossing shall result in that level crossing being rejected in its entirety.**

### 2.3 DECLARED WEEDS

Declared weeds means category 1 plants and declared invader plants, category 2 and 3 plants, proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.

### 2.4 HERBICIDE TREATMENT

**In the event that trees, bush or reeds are present in the treatment area then herbicide stump treatment must be used to treat this vegetation then the Pest Control Certificate will be needed.**





### 3. SUFFICIENCY OF TENDER

- 3.1 Where herbicides are to be applied, the contract will only be awarded to a tenderer who has a proven record of wide experience in the application of herbicides in Southern Africa.
- 3.2 A site Inspection Certificate (E4A) signed by the Technical Officer or his/her deputy, must be submitted with the tender and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

### 4. COMPLIANCE WITH STATUTES

- 4.1 The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular comply with the following Acts;
- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
  - b) The Hazardous Substance Act (Act 15 of 1973) as amended.
  - c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
  - d) The Environmental Conservation Act (Act 73 of 1989).
  - e) SABS Code of Practice No. 0206-1983 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
  - f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
  - g) Common law of nuisance.
  - h) Mountain Catchment Area Act (Act 63 of 1970).
  - i) The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
  - k) The Occupational Health and Safety Act (Act 85 of 1993)
  - j) The National Veld and Forest Fire Act (Act 101 of 1989)

4.2 Where herbicides are used the Contractor's authorised representative shall be a registered Pest Control Operator, specialising in the field of industrial weed control and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. In this case a registered Pest Control Officer shall be in direct control of work taking place on site.

### 5. GENERAL

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

### 6. TO BE PROVIDED BY THE CONTRACTOR

- 6.1 In addition to all labour materials, plant equipment and incidentals needed to complete the work; the Contractor shall provide all accommodation and toilet facilities for his/her employees.
- 6.2 The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.

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



- 6.3 The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching traffic
- 6.4 All employees employed by the contractor shall wear reflective clothing during the execution of the work to enhance their visibility

## 7. SCHEDULE OF QUANTITIES AND PRICES

- 7.1 The Schedule of Quantities and Prices depicts the km points of each level crossing per line code. The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in ink) for the Works.
- 7.2.1 The Tenderer shall price each item. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.
- 7.2.2 The quantities in the schedule of quantities and prices are estimated and may be more or less than stated.

## 8. EVALUATION OF TENDERS

- 8.1 "Time value of money" methodology and principles will be used in evaluation of tenders.
- 8.2 Tenderers may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials, methods which the Contractor propose to use, programs and TRANSNET FREIGHT RAIL resources for the Contract, will be considered during evaluation of tenders.

## 9. SITE BOOKS

- 9.1 The Site Instruction Book, referred to in clause 13.3 of the E.5 (MW) shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".
- 9.2 The site diary referred to in clause 13.3 of the E.5 (MW) shall be clearly marked "Day Book". At the end of each day a line shall be drawn below the last entry of the day and both the Contractor and Technical Officer or his/her deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays which cannot be substantiated by reference to the site diary will not be considered.
- 9.3 This site diary shall serve as a daily record of all relevant information concerning herbicide application and site conditions prevailing on site and as required in terms of section 16 of Act 36 of 1947.
- 9.4 Only persons authorised in writing by the Technical Officer or Contractor may make entries in the site books.
- 9.5 Receipt of materials supplied by TRANSNET FREIGHT RAIL shall be recorded in the "Day Book".

## 10. SITE MEETINGS

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



## 11. INFORMATION TO BE PROVIDED WITH TENDER

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

- 11.1 Full description of the plant and methods of control to be used by him/her for all aspects of the work required ensuring performance as specified.
- 11.2 Whether the Tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by TRANSNET FREIGHT RAIL.
- 11.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- 11.4 The Schedule of Quantities and Prices must be completed in full.
- 11.5 Where herbicides are to be used a copy of the certificate issued by the Department of Agriculture to certify that the Tenderer or his/her representative is a Pest Control Operator (Industrial weed control) in terms of Act 36 of 1947.

## 12. METHOD OF VEGETATION CONTROL

- 12.1 The Contractor's method and programme shall provide rapid and effective control at all level crossings.
- 12.2 The Contractor is to ensure that there be no plants or any means of vegetation higher than 300mm at any of the level crossings from the commencement and through the entire duration of the contract.

Slashing of dead material to below the height specified in clause 2.1 will be permitted.

- 12.3 Where a chemical approach to vegetation control is followed, in the case of stump treatment as specified in clause 2.4, such an approach shall not lead to soil erosion taking place.
- 12.4 **Burning will not be allowed under any circumstances as a means of control. The making of fires on site is also strictly prohibited.**

## 13. STANDARDS OF WORKMANSHIP

- 13.1 Standard of vegetation control for individual level crossings.

Vegetation control shall be such that there may be no dry or dead remains of vegetation within the level crossing greater than 300mm in height that it constitutes a hazard, hindrance or danger to TRANSNET FREIGHT RAIL operations.

- 13.2 Manual Removal of Vegetation.

For this contract, the Contractor should timeously familiarize him/herself with the existing conditions of the sites and ensure that his/her tender prices includes all work necessary to achieve the required control.

## 14. PROGRAMME OF WORK

- 14.1 **The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by TRANSNET FREIGHT RAIL of the acceptance of this Tender.**



**TRANSNET FREIGHT RAIL requires that the initial works be completed within 6 weeks from the date of notification.**

- 14.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:
- 14.2.1 An assessment based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area.
- 14.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract.
- 14.3 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:
- Ascertaining the nature of weed infestation and factors that could influence the work.
  - Monitoring the standard of weed control achieved.
  - Identifying any damage or hazards, which may have been caused by the weed control operation.
  - Planning of timeous execution of remedial work where controls are not being achieved.
- 14.4 The program shall be based on the quantities and number of level crossings in the Schedule of Quantities and Prices.

## **15. PERFORMANCE MONITORING AND EVALUATION**

- 15.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 15.2 The Technical Officer shall at any time during the term of the contract carry out routine inspections of the Contractor's performance methods and procedures.
- 15.3 The Technical Officer will inform the Contractor in writing two weeks in advance of the schedule of payment inspections and will arrange the transport such that adequate space and time is available for the purpose of the inspection.
- These inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.
- 15.4 The rejection of level crossings that do not comply with the standard of control for individual level crossings will be final and valid for that inspection.

The rejection by the Technical Officer of work performance may be contested by the Contractor only at the time and place of rejection.

The rejection of a level crossing at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.

## **16. REMEDIAL WORK**

- 16.1 The Contractor shall carry out remedial work to all level crossings where control has not been achieved, prior to the official inspections. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 300mm and forming a nuisance or hazard to TRANSNET FREIGHT RAIL operations



16.2 The Technical Officer may, at any time after the inspection, order the Contractor to carry out remedial action within 1 week after being so ordered, failing which the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

16.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.

## 17. DAMAGE TO FAUNA AND FLORA

17.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be controlled. The Contractor shall take the presence of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.

17.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

17.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet property or as part of Transnet refuse.

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

## 18. DURATION

Vegetation control is for a period of **24 months** from the date of notification of acceptance of tender.

## 19. MEASUREMENT AND PAYMENT

19.1 Payment will be based on the number of level crossings treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause 2.1.

19.2 No payment will be made for rejected level crossings where control achieved does not meet the standard of control specified.

19.3 Inspections and payments will be as follows:

### Year 1

First Inspection and payment

After **initial completion** of cutting and removal of debris  
50 % payment of approved work (excluding rejected work).

Second Inspection and payment

The second inspection shall be done at, or within 10 weeks after completion of the Contractor's initial programme. This inspection may be brought forward but not by more than four (4) weeks.  
25 % payment of approved work (excluding rejected work).





## Third Inspection and payment

The third inspection shall be done at, or within 20 weeks after completion of the Contractor's initial programme. This inspection may be brought forward but not by more than four (4) weeks.

25 % payment of approved work (excluding rejected work).

Year 2

## First Inspection and payment

After **initial completion** of cutting and removal of debris  
50 % payment of approved work (excluding rejected work).

## Second Inspection and payment

The second inspection shall be done at, or within 10 weeks after completion of the Contractor's initial programme. This inspection may be brought forward but not by more than four (4) weeks.  
25 % payment of approved work (excluding rejected work).

## Third Inspection and payment

The third inspection shall be done at, or within 20 weeks after completion of the Contractor's initial programme. This inspection may be brought forward but not by more than four (4) weeks.  
25 % payment of approved work (excluding rejected work).

**20. PENALTIES FOR LATE COMPLETION**

The provisions pertaining to "penalties for late completion" stipulated in the E5 (MW) of the contract agreement shall not apply to this contract.

**21. GUARANTEES**

The security referred to in clause 27.1 of the E5 (MW) shall be equal to five percent (5%) of the total value and shall be provided before any work is carried out. Retention money (see clause 27.2 and 27.3 of the E5 (MW)) will not be deducted from payments.

**22. CONTRACT PRICE ADJUSTMENT FORMULA**

22.1 A contract price adjustment factor to be determined in accordance with the formula described in 22.2 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. **The factor shall be rounded off to six decimal places.**

22.2 The contract price adjustment factor shall be -

$$(1 - x) \left( 0.20 \frac{Lt}{Lo} + 0.05 \frac{Pt}{Po} + 0.70 \frac{Mt}{Mo} + 0.05 \frac{Dt}{Do} - 1 \right)$$



where  $x = 0,15$  and

$Lo$ ,  $Po$ ,  $Mo$  and  $Do$  are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to closing date of the tender;

$Lt$ ,  $Pt$ ,  $Mt$  and  $Dt$  are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to the date of measurement.

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

- .  $Lo$  and  $Lt$  shall be the labour indices for Metropolitan Areas (P0141.1 Table 21).
- .  $Po$  and  $Pt$  shall be the average of the price indices of Non-Electrical Machinery multiplied by an equalizing factor of 1.00866 and Transport Equipment in the ratio of 1:1 (P0142.1 Table 10 item 2.16 and 2.21 respectively).
- .  $Mo$  and  $Mt$  shall be the price indices of Chemical and Chemical herbicides used in table 10 of the P0142.1 item 2.11 Basic Chemicals.
- .  $Do$  and  $Dt$  shall be the price indices of "Diesel Oil –Coast & Witwatersrand" (P0142.1 Table 16).

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

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

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

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

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





TRANSNET



"PREVIEW COPY ONLY"

**TRANSNET LIMITED**  
(REGISTRATION NO.1990/000900/06)

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 Transnet Contracts)

### CONTENTS

<u>CLAUSE</u>	<u>DESCRIPTION</u>	<u>PAGE NO'S</u>
1.	<b><u>DEFINITIONS</u></b>	3
	<b><u>PART A - GENERAL SPECIFICATION</u></b>	
2.	Authority of officers of Transnet	4
3.	Contractor's representatives	4
4.	Occupations and work permits	4
5.	Speed restrictions and protection	5
6.	Roads on Transnet property	5
7.	Clearances	5
8.	Stacking of material	5
9.	Excavation, shoring, dewatering and drainage	5
10.	Falsework for structures	6
11.	Piling	6
12.	Underground services	6
13.	Blasting	6
14.	Rail trolleys	7
15.	Signal track circuits	7
16.	Penalty for delays to trains	7
	<b><u>PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE ELECTRICAL EQUIPMENT</u></b>	
17.	General	8
18.	Work on buildings of fixed structures	8
19.	Work done on or outside of rolling stock, including loading and unloading	8
20.	Use of equipment	9
21.	Carrying and handling material and equipment	9
22.	Precautions to be taken when erecting or removing poles, antennae and trees	10
23.	Use of water	10
24.	Use of construction plant	10
25.	Work performed under dead conditions under cover of a work permit	10
26.	Traction return circuits in rails	11
27.	Blasting	11
28.	High-voltage electrical equipment not maintained	



and/or operated by Transnet

## **ANNEXES**

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

## **1 DEFINITIONS**

The following definitions shall apply :

**Authorised Person.** A person whether an employee of Transnet or not, who has been specially authorised to undertake specific duties in terms of Transnet Freight Rail'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.

**Electrical Officer (Contracts).** 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.

**Executive Officer.** 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 1 000 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 a person's body or the tools he is using or any equipment he is handling may come within 3 metres of live exposed high-voltage electrical equipment.

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

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

**Project Manager.** The person or juristic person appointed by Transnet from time to time as the Project Manager, to administer the Contract according to the powers and rights held by and obligations placed upon him in terms of the Contract.



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

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

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

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

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

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

### **4. 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 Supervisor and at times to suit Transnet requirements.
- 4.2 The Contractor shall organise the Works in a manner, which will minimise the number and duration of occupations and work permits required.
- 4.3 Transnet will not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.



- 4.4 The Contractor shall submit to the Supervisor, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 14 days before they are required. 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 scheduled starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit.
- 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 Supervisor 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 arranged, the Contractor shall obtain from the Supervisor 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 due to be terminated, or if the permit is cancelled after the start, the same person who signed portion C shall sign portion D of the T.1276 form, thereby acknowledging that he is aware that the electrical equipment is to be made "live". The Contractor shall advise all his workmen accordingly.

## **5. SPEED RESTRICTIONS AND PROTECTION**

- 5.1 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.
- 5.2 When the Supervisor considers protection to be necessary the Contractor shall, unless otherwise agreed, provide all protection including flagmen, other personnel and all equipment for the protection of 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 performing protection duties. The Contractor shall consult with the Supervisor, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in appendixes 1 to 4.
- 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

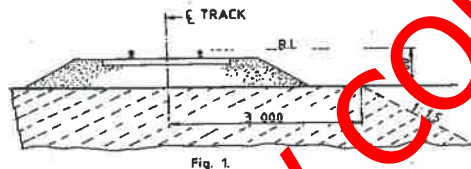
- 7.1 No temporary works shall encroach on the appropriate minimum clearances set out in Annexure 1 BE97-01 Sheets 1,2, 3 and 5 of 5.

## 8. STACKING OF MATERIAL

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

## 9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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



- 9.2 The Contractor shall provide at his own cost any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
- 9.3 Where required by the Supervisor, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed obtained, before the excavation is commenced.
- 9.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Supervisor.
- 9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

## 10. FALSEWORK FOR STRUCTURES

- 10.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Supervisor and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.
- 10.2 After the falsework has been erected and before any load is applied, the Contractor shall





submit to the Supervisor a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Supervisor to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

11. **PILING**

- 11.1 The Supervisor 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 Supervisor, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

13. **BLASTING**

- 13.1 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.
- 13.2 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).
- 13.3 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Supervisor, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.
- 13.4 The flagmen described in 13.3, 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 -
- (i) when each request is made by him to the controlling station for permission to blast;
  - (ii) when blasting may take place;
  - (iii) when blasting actually takes place; and
  - (iv) when he advises the controlling station that the line is safe for the passage of trains.
- 13.6 Before each blast the Contractor shall record in the same book, the details of the blast to be





- 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 regard all high-voltage equipment as live unless a work permit is in force.
- 17.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall, unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of Transnet staff where this is necessary.
- 17.8 No barrier shall 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.
- 18.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Works.
- 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 handled as nearly as possible in a horizontal position below head height.

- 19.4 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 in 19.1 to 19.3 cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable Safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by Transnet Freight Rail 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 prevents contact with live high-voltage equipment.

### 20.2 Portable Ladders

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

## 21. **CARRYING AND HANDLING MATERIAL AND EQUIPMENT**

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



- 21.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any live high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.
- 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 ground level.
22. **PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE, TREES ETC.**
- 22.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:
- (i) If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.
  - (ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with live high-voltage equipment.
- 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. **USE OF CONSTRUCTION PLANT**
- 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.
- 24.2 When work is being undertaken in such a position that it is possible for construction plant or its load to come within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and to ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.
- 24.3 The cost of any supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.



carried out. The person appointed by the Supervisor 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**

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

14.2 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**

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

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

16. **PENALTY FOR DELAYS TO TRAINS**

16.1 If any trains are delayed by the Contractor and the Supervisor 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 Freight Rail'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 Part 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 near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).



- 24.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within 3 metres of live high-voltage equipment.
- 24.5 Clauses 24.1 to 24.4 shall apply mutatis mutandis to the use of maintenance machines of any nature.

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 Authorized Person who issued the permit to him, and that he fully understands these limits;
  - (ii) sign portion C of the permit before commencement of work;
  - (iii) explain to all persons under his control the limits within which work may be carried out, and ensure that they fully understand these limits;
  - (iv) care for the safety of all persons under his control whilst work is in progress; and
  - (v) withdraw all personnel under his control from the equipment on completion of the work before he signs portion D of the work permit.

26. **TRACTION RETURN CIRCUITS IN RAILS**

- 26.1 DANGEROUS CONDITIONS CAN BE CREATED BY REMOVING 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 lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by Transnet personnel.
- 26.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Supervisor at least 7 days written notice when removal of such bonds is necessary.
- 26.4 No work on the track which involves interference with the traction return rail circuit either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

27. **BLASTING**





- 27.1 The Contractor 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 No blasting 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. **HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY TRANSNET**

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: -

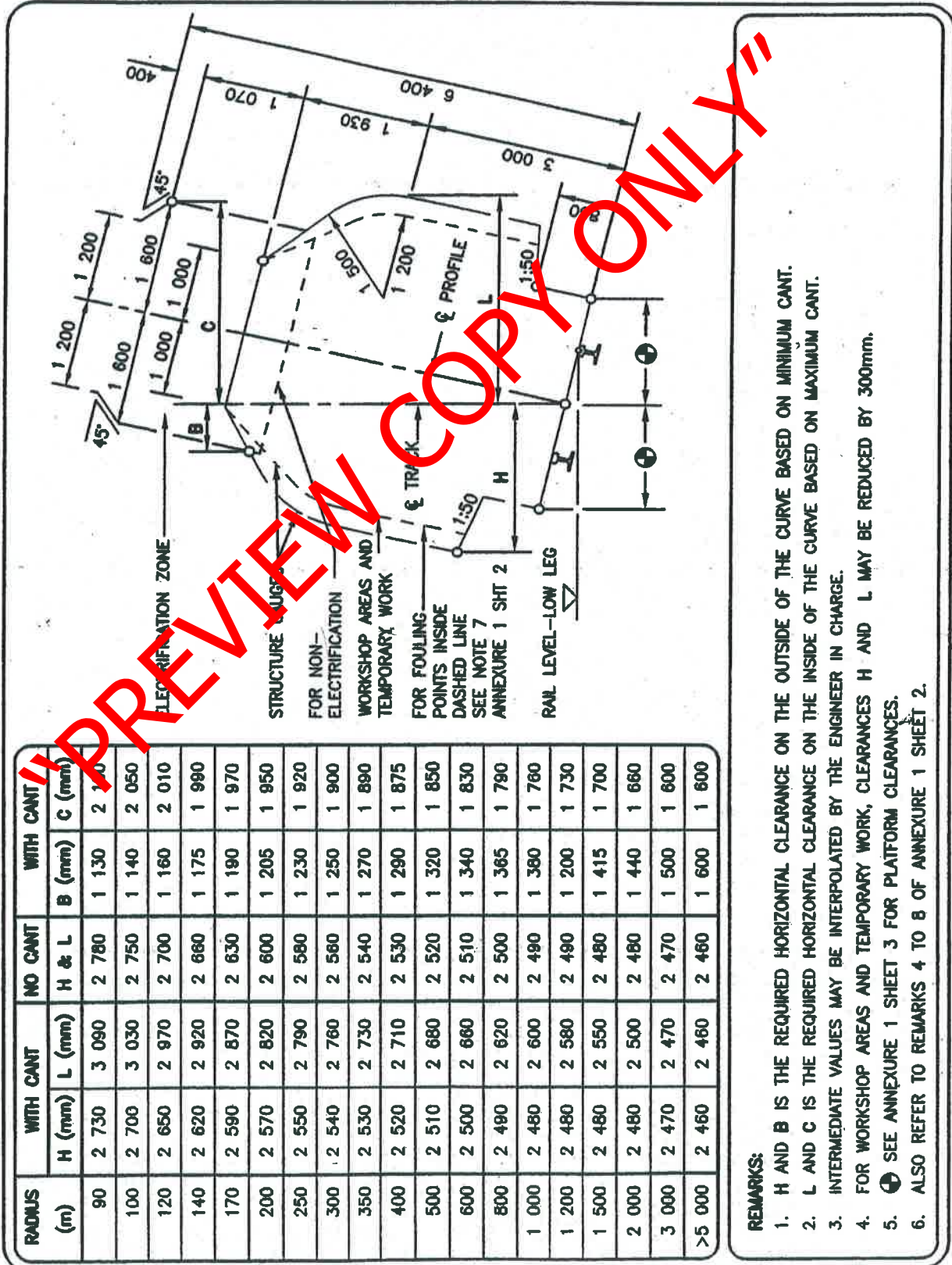
- (i) Eskom and municipal equipment;
- (ii) the Contractor's own power supplies; and
- (iii) electrical equipment being installed but not yet taken over from the Contractor.

"PREVIEW COPY ONLY"



ANNEXURE 1  
SHEET 1 of 5  
AMENDMENT

HORIZONTAL CLEARANCES :  
1 065mm TRACK GAUGE







ANNEXURE 1  
SHEET 2 of 5  
AMENDMENT

VERTICAL CLEARANCES :  
1 065mm TRACK GAUGE



#### REMARKS:

1. V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
2. S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR APPLICATION AT CURVES
  - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
  - 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
  - 4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 15m ALONG STRAIGHTS.
5. NEW STRUCTURES: SEE BRIDGE CODE.
6. TUNNELS: SEE DRAWING BE 82-35.
7. FOULING POINTS: SEE CLAUSE 8.1.
8. CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 24.2m VEHICLE BODY LENGTH.
9. SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

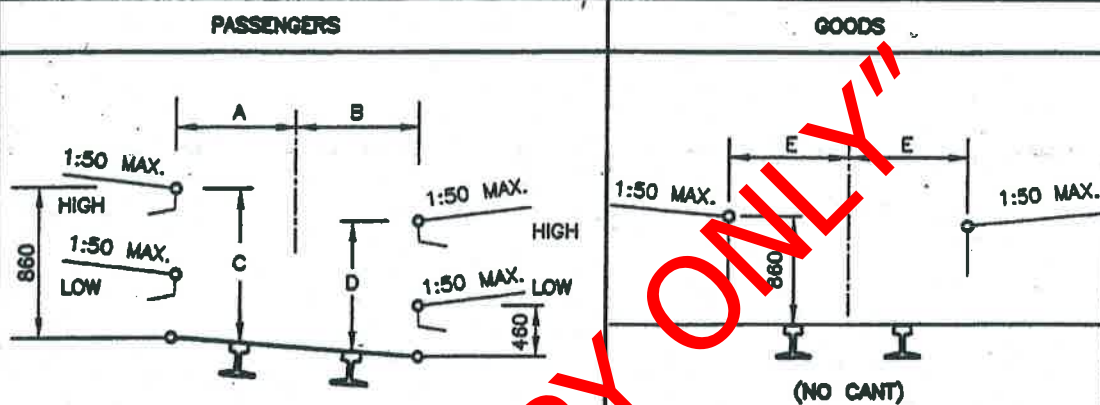
BE 97-01 Sht 2 of 5 DATE : JUNE 2000



ANNEXURE 1  
SHEET 3 of 5  
AMENDMENT


CLEARANCES : PLATFORMS

**PLATFORMS : TRACK GAUGE 1 065mm**

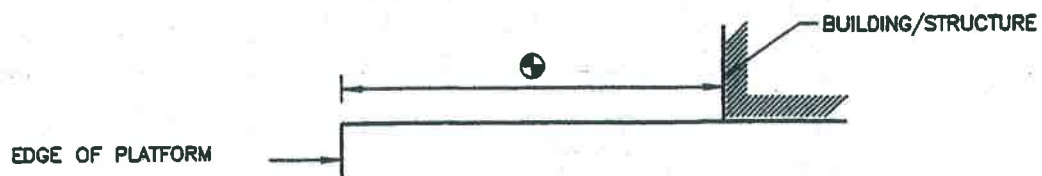


RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 510	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
350	1 520	1 560	880	830	1 600
400	1 520	1 550	880	840	1 590
500	1 520	1 540	880	850	1 580
600	1 520	1 530	870	850	1 570
800	1 520	1 520	860	860	1 560
1 200	1 520	1 520	860	860	1 550
2 000	1 520	1 520	860	860	1 540
3 000	1 520	1 520	860	860	1 530
STRAIGHT	1 520	1 520	860	860	1 520

## REMARKS:

1. NO CANT TO BE APPLIED EXCEPT WHEN THE GOODS PLATFORM IS ON A RUNNING LINE.
2. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
3.  8m TO MAIN STATION-BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
4. TOLERANCES : SEE CLAUSE 8.0.10.

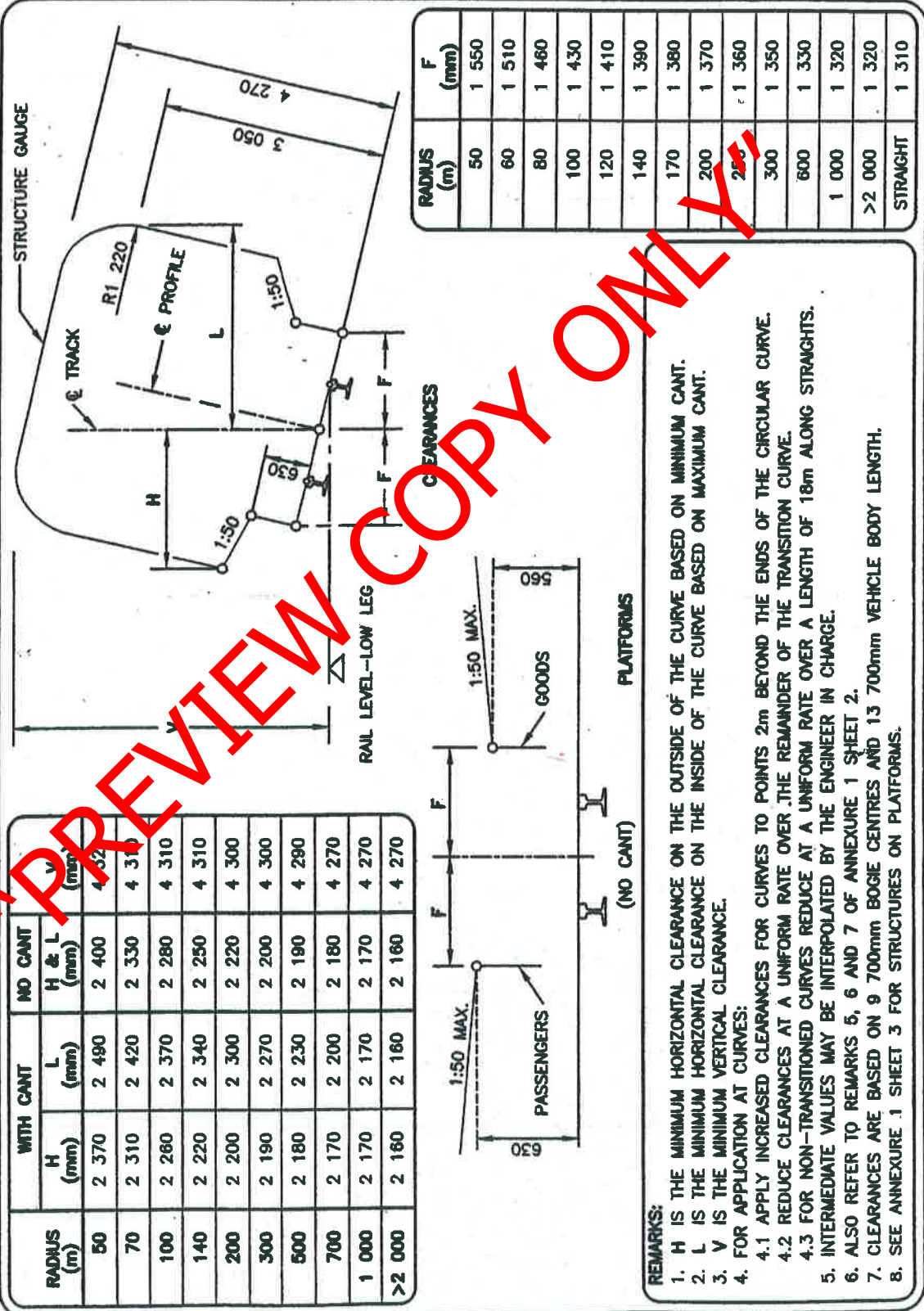
**STRUCTURES ON PLATFORMS : 1 085mm AND 610mm TRACK GAUGE**





ANNEXURE 1  
SHEET 5 of 5  
AMENDMENT

CLEARANCES : 610mm TRACK GAUGE



BE 97-01 Sht 5 of 5 DATE : JUNE 2000



## TOP 21 LEVEL CROSSINGS

No.	KM POINT	UNIQUE IDENTIFIER	STATION Ns1	STATION Ns2	TYPE	CLASS
1	13.510	LX05499	Battery	Tarleton	Public	3A
2	14.700	LX05500	Battery	Tarleton	Public	3A
3	30.400	LX05501	Tarleton	Magaiesburg	Public	4A
4	41.695	LX05511	Magaiesburg	Vlaakdrif	Public	3A
5	103.940	LX05518	Koster	Chidima	Private	2
6	143.655		Spartruggens	Twyfelspoort	Public	
7	249.310	LX05627	Clashoop	Slurry	Public	3A
8	254.970	LX05628	Buhrmannsdrif	Cowans Post	Public	3A
9	288.790	LX05750	Mankeng	Ramatlabama	Public	3A
10	282.623	LX05749	Vryheid	Mafikeng	Public	3A
11	76.068	LX05682	Taung	Pudimoe	Public	3A
12	60.360	LX05680	Taung	Pudimoe	Public	3A
13	54.938	LX05677	Magogong	Taung	Public	3A
14	85.274	LX05975	Gatop	Bodenstein	Public	4D
15	6.615	LX06164	Klerksdorp	Orkney	Public	4A
16	14.800	LX06070	Orkney	Regina	Public	4C
17	8.172	LX05999	Klerksdorp	Hartbeesfontein	Public	4D
18	11.756	LX06000	Klerksdorp	Hartbeesfontein	Public	5
19	14.778	LX06001	Klerksdorp	Hartbeesfontein	Public	3A
20	61.500	LX05642	Welverdiend Junction	Welverdiend	Public	3A
21	20.850	LX05633	Randfontein	Mokilwipi	Public	3A



No.	UNIQUE IDENTIFIER	KM POINT	FROM STATION		TYPE	CLASS
CO2-L701 KRUGERSDORP - MAFIKENG						
1		4.05			Private	
2	LX05496	7.000	KRUGERSDORP	BATTERY	Private	3AS
3	LX05497	10.080	KRUGERSDORP	BATTERY	Private	2
4	LX05498	11.605	BATTERY	TARLTON	Private	3AS
5	LX05499	13.510	BATTERY	TARLTON	Public	3A
6	LX05500	14.700	BATTERY	TARLTON	Public	3A
7	LX05501	17.370	TARLTON	MAGALIESBURG	Public	3A
8	LX05502	18.460	TARLTON	MAGALIESBURG	Private	3AS
9		21.995			Private	
10	LX05503	23.250	TARLTON	MAGALIESBURG	Departmental	3AS
11	LX05504	24.916	TARLTON	MAGALIESBURG	Public	3A
12	LX05505	28.700	TARLTON	MAGALIESBURG	Private	3AS
13	LX05506	30.400	TARLTON	MAGALIESBURG	Public	4A
14	LX05507	31.630	MAGALIESBURG	VLAARDIF	Public	3A
15	LX05508	35.130	MAGALIESBURG	VLAARDIF	Public	3A
16	LX05509	36.800	MAGALIESBURG	VLAARDIF	Private	3AS
17	LX05510	38.737	MAGALIESBURG	VLAARDIF	Public	3A
18		39.950			Private	
19	LX05511	41.695	MAGALIESBURG	VLAARDIF	Public	3A
20	LX05512	42.605	VLAARDIF	SYFERBULT	Private	3AS
21	LX05513	44.210	VLAARDIF	SYFERBULT	Private	3AS
22	LX05514	45.150	VLAARDIF	SYFERBULT	Private	3AS
23	LX05515	45.750	VLAARDIF	SYFERBULT	Public	3A
24	LX05516	48.610	VLAARDIF	SYFERBULT	Private	3AS
25	LX05517	49.700	VLAARDIF	SYFERBULT	Private	3AS
26	LX05518	51.720	VLAARDIF	SYFERBULT	Private	2
27	LX05519	52.290	VLAARDIF	SYFERBULT	Private	2
28	LX05520	52.510	VLAARDIF	SYFERBULT	Private	2
29	LX05521	53.000	VLAARDIF	SYFERBULT	Private	2
30	LX05522	54.270	SYFERBULT	BOONS	Public	3A
31	LX05523	56.000	SYFERBULT	BOONS	Private	2
32	LX05524	58.750	SYFERBULT	BOONS	Private	2
33	LX05525	61.490	SYFERBULT	BOONS	Public	3A
34	LX05527	63.760	BOONS	METZ	Public	3A
35	LX05528	66.010	BOONS	METZ	Private	2
36	LX05529	66.820	BOONS	METZ	Private	2
37	LX05530	67.655	BOONS	METZ	Private	3AS
38		69.245			Private	
39	LX05532	70.580	BOONS	METZ	Private	3AS
40	LX05533	72.860	BOONS	METZ	Private	2

41	LX05534	73.700	BOONS	METZ	Private	2
42	LX05535	75.055	BOONS	METZ	Public	3A
43	LX05536	77.750	METZ	DERBY	Private	2
44	LX05537	79.160	METZ	DERBY	Public	3A
45	LX05538	80.460	METZ	DERBY	Private	2
46	LX05539	82.890	METZ	DERBY	Private	2
47	LX05540	86.240	DERBY	DESSING	Private	3AS
48	LX05541	87.350	DERBY	DESSING	Private	2
49	LX05542	88.855	DERBY	DESSING	Private	2
50	LX05543	90.510	DESSING	SKERMUTSELING	Private	3AS
51	LX05544	92.000	DESSING	SKERMUTSELING	Private	2
52	LX05545	94.590	SKERMUTSELING	KOSTER	Private	3AS
53	LX05546	97.455	SKERMUTSELING	KOSTER	Public	3A
54	LX05547	99.345	SKERMUTSELING	KOSTER	Private	2
55	LX05548	103.940	KOSTER	CHIDIMA	Private	2
56		105.040			Private	
57	LX05550	106.850	KOSTER	CHIDIMA	Public	3A
58	LX05551	108.800	KOSTER	CHIDIMA	Private	2
59	LX05552	110.855	KOSTER	CHIDIMA	Private	3AS
60	LX05553	112.255	KOSTER	CHIDIMA	Private	3AS
61	LX05554	113.910	CHIDIMA	KLIPBANKFONTEIN	Public	3A
62	LX05555	117.170	CHIDIMA	KLIPBANKFONTEIN	Private	2
63	LX05556	119.490	CHIDIMA	KLIPBANKFONTEIN	Private	2
64	LX05557	124.660	KLIPBANKFONTEIN	SWARTRUGGENS	Private	3AS
65	LX05558	126.405	KLIPBANKFONTEIN	SWARTRUGGENS	Private	2
66	LX05559	127.230	KLIPBANKFONTEIN	SWARTRUGGENS	Private	2
67	LX05560	128.805	KLIPBANKFONTEIN	SWARTRUGGENS	Private	2
68	LX05561	129.890	KLIPBANKFONTEIN	SWARTRUGGENS	Private	2
69	LX05562	132.380	KLIPBANKFONTEIN	SWARTRUGGENS	Private	2
70	LX05563	132.946	KLIPBANKFONTEIN	SWARTRUGGENS	Private	2
71	LX05564	139.760	SWARTRUGGENS	TWYFELSPOORT	Private	2
72	LX05565	141.180	SWARTRUGGENS	TWYFELSPOORT	Private	3AS
73	LX05567	145.150	SWARTRUGGENS	TWYFELSPOORT	Private	2
74	LX05568	145.565	SWARTRUGGENS	TWYFELSPOORT	Private	2
75	LX05569	146.080	SWARTRUGGENS	TWYFELSPOORT	Private	2
76	LX05570	148.690	SWARTRUGGENS	TWYFELSPOORT	Private	2
77	LX05571	149.800	SWARTRUGGENS	TWYFELSPOORT	Private	2
78	LX05572	150.490	SWARTRUGGENS	TWYFELSPOORT	Private	2
79	LX05573	151.070	SWARTRUGGENS	TWYFELSPOORT	Private	2
80	LX05574	151.750	SWARTRUGGENS	TWYFELSPOORT	Private	2
81	LX05575	152.800	SWARTRUGGENS	TWYFELSPOORT	Private	2
82	LX05576	153.955	SWARTRUGGENS	TWYFELSPOORT	Private	2
83	LX05577	154.855	SWARTRUGGENS	TWYFELSPOORT	Private	2





84		155.100			Private	
85	LX05578	155.605	SWARTRUGGENS	TWYFELSPOORT	Private	3A
86	LX05579	156.595	TWYFELSPOORT	GROOT-MARICO	Private	2
87	LX05580	158.715	TWYFELSPOORT	GROOT-MARICO	Private	2
88	LX05581	159.540	TWYFELSPOORT	GROOT-MARICO	Private	2
89	LX05582	160.200	TWYFELSPOORT	GROOT-MARICO	Private	2
90	LX05583	160.690	TWYFELSPOORT	GROOT-MARICO	Private	2
91	LX05584	161.615	TWYFELSPOORT	GROOT-MARICO	Departmental	2
92	LX05585	163.120	TWYFELSPOORT	GROOT-MARICO	Private	2
93	LX05586	167.240	TWYFELSPOORT	GROOT-MARICO	Public	3A
94	LX05587	168.195	GROOT-MARICO	WOODBINE	Public	3A
95	LX05588	169.460	GROOT-MARICO	WOODBINE	Public	3A
96	LX05589	169.670	GROOT-MARICO	WOODBINE	Private	3AS
97	LX05590	172.555	GROOT-MARICO	WOODBINE	Private	2
98	LX05591	175.180	GROOT-MARICO	WOODBINE	Private	2
99	LX05592	177.955	GROOT-MARICO	WOODBINE	Private	3AS
100	LX05593	180.010	GROOT-MARICO	WOODBINE	Private	2
101	LX05594	185.900	GROOT-MARICO	WOODBINE	Private	2
102	LX05595	186.755	GROOT-MARICO	WOODBINE	Private	2
103	LX05596	187.230	GROOT-MARICO	WOODBINE	Private	2
104	LX05597	187.580	GROOT-MARICO	WOODBINE	Private	2
105	LX05598	188.255	GROOT-MARICO	WOODBINE	Private	2
106	LX05599	189.340	WOODBINE	ZEERUST	Public	3A
107	LX05600	189.900	WOODBINE	ZEERUST	Departmental	3AS
108		191.940			Public	
109	LX05602	194.940	WOODBINE	ZEERUST	Public	3A
110		196.130			Private	
111	LX05604	198.830	WOODBINE	ZEERUST	Private	2
112	LX05605	202.700	WOODBINE	ZEERUST	Public	3A
113	LX05606	206.440	ZEERUST	LUCERNE	Departmental	3AS
114	LX05607	213.585	ZEERUST	LUCERNE	Private	2
115	LX05608	214.240	ZEERUST	LUCERNE	Private	2
116	LX05609	215.890	ZEERUST	LUCERNE	Departmental	2
117	LX05610	217.140	LUCERNE	OTTOSHOP	Public	3A
118	LX05611	217.610	LUCERNE	OTTOSHOP	Private	2
119	LX05612	218.200	LUCERNE	OTTOSHOP	Private	2
120	LX05613	219.700	LUCERNE	OTTOSHOP	Private	2
121	LX05614	220.420	LUCERNE	OTTOSHOP	Public	3A
122	LX05615	220.960	LUCERNE	OTTOSHOP	Private	2
123	LX05617	225.140	LUCERNE	OTTOSHOP	Private	2
124	LX05618	226.600	LUCERNE	OTTOSHOP	Private	2
125	LX05619	229.995	LUCERNE	OTTOSHOP	Departmental	N/A
126	LX05620	230.645	LUCERNE	OTTOSHOP	Private	2



11	LX05655	90.250	BOSKOP	SAFARCAMP	Public	3A
12	LX05656	91.500	BOSKOP	SAFARCAMP	Public	3A
13	LX05657	92.900	BOSKOP	SAFARCAMP	Private	3AS
14	LX05658	94.250	BOSKOP	SAFARCAMP	Private	3AS
15	LX05659	97.350	WELVERDIEND	WELVERDIEND GOODS	Private	3AS
16	LX05660	99.350	BOSKOP	SAFARCAMP	Private	3AS
17	LX05661	103.400	SAFARCAMP	CACHET	Private	3AS
<b>CO2-L795 CACHET - KLERKSDORP</b>						
1	LX06167	112.040	POTCHEFSTROOM	CRESCENT	Public	3A
2	LX06168	118.850	CRESCENT	NEW MACHAVIE	Public	3A
3	LX06169	131.650	NEW MACHAVIE	KOEKEMOER	Private	3AS
<b>CO2-L771 KLERKSDORP - ORKNEY</b>						
1	LX06164	6.615	KLERKSDORP	ORKNEY	Public	4A
<b>CO2-L761 ORKNEY - VEERTIENSTROME</b>						
1	LX06070	14.800	ORKNEY	REGINA	Public	4C
2	LX06071	15.922	ORKNEY	REGINA	Private	3AS
3	LX06072	17.855	ORKNEY	REGINA	Private	3AS
4	LX06073	18.980	ORKNEY	REGINA	Private	3AS
5	LX06074	20.071	ORKNEY	REGINA	Private	3AS
6	LX06075	21.360	ORKNEY	REGINA	Private	3AS
7	LX06076	22.177	ORKNEY	REGINA	Private	2
8	LX06077	23.093	ORKNEY	REGINA	Departmental	3AS
9	LX06078	23.337	ORKNEY	REGINA	Private	3AS
10	LX06079	25.431	ORKNEY	REGINA	Private	3AS
11	LX06080	29.267	ORKNEY	REGINA	Public	3A
12	LX06081	32.343	REGINA	HARRISBURG	Private	3AS
13	LX06082	33.374	REGINA	HARRISBURG	Departmental	3AS
14	LX06083	36.758	REGINA	HARRISBURG	Private	3AS
15	LX06084	42.955	REGINA	HARRISBURG	Private	3AS
16	LX06085	45.087	HARRISBURG	LEEUDORINGSTAD	Public	3A
17	LX06086	47.386	HARRISBURG	LEEUDORINGSTAD	Private	3AS
18	LX06087	50.487	HARRISBURG	LEEUDORINGSTAD	Private	3AS
19	LX06088	52.864	HARRISBURG	LEEUDORINGSTAD	Private	2
20	LX06089	55.116	HARRISBURG	LEEUDORINGSTAD	Private	3AS
21	LX06090	55.778	HARRISBURG	LEEUDORINGSTAD	Departmental	3AS
22	LX06091	57.012	HARRISBURG	LEEUDORINGSTAD	Private	3AS
23	LX06092	61.379	HARRISBURG	LEEUDORINGSTAD	Private	3AS
24	LX06093	65.021	LEEUDORINGSTAD	EERSTELING	Private	3AS
25	LX06094	66.379	LEEUDORINGSTAD	EERSTELING	Private	3AS
26	LX06095	66.840	LEEUDORINGSTAD	EERSTELING	Departmental	3AS
27	LX06096	70.028	LEEUDORINGSTAD	EERSTELING	Private	3AS
28	LX06097	71.433	LEEUDORINGSTAD	EERSTELING	Public	3A
29	LX06098	74.977	LEEUDORINGSTAD	EERSTELING	Private	3AS



127	LX05621	232.890	LUCERNE	OTTOSHOOP	Private	3AS
128	LX05622	233.400	LUCERNE	OTTOSHOOP	Private	2
129	LX05624	241.330	OTTOSHOOP	SLURRY	Private	2
130	LX05625	242.430	OTTOSHOOP	SLURRY	Private	2
131	LX05626	247.850	OTTOSHOOP	SLURRY	Private	2
132	LX05627	249.310	OTTOSHOOP	SLURRY	Public	3A
133	LX05628	254.970	BUHRMANNSDRIF	COWANS POST	Public	3A
134	LX05629	256.455	BUHRMANNSDRIF	COWANS POST	Private	3AS
135	LX05630	259.290	COWANS POST	MAFIKENG	Private	2
136	LX05631	260.810	COWANS POST	MAFIKENG	Private	2
137	LX05632	265.355	COWANS POST	MAFIKENG	Public	3A
<b>CO2-L752 MAFIKENG - RAMATLHABAMA</b>						
1		288.050			Public	
2	LX05750	288.790	MAFIKENG	RAMATLHABAMA	Public	3A
3	LX05751	292.754	MAFIKENG	RAMATLHABAMA	Public	3A
4	LX05752	298.010	MAFIKENG	RAMATLHABAMA	Private	2
5		305.700			Private	
6	LX05754	308.750	MAFIKENG	RAMATLHABAMA	Private	3AS
7		309.353			Public	
<b>CO2-L705 RANDFONTEIN - BANK</b>						
1	LX05633	20.850	RANDFONTEIN	MIDDELVLEI	Public	
2	LX05634	25.750	MIDDELVLEI	BANK	Public	
3	LX05635	27.650	MIDDELVLEI	BANK	Public	
4	LX05636	29.520	MIDDELVLEI	BANK	Public	
5	LX05637	37.440	MIDDELVLEI	BANK	Departmental	
<b>CO2-L711 BANK-WELVERDIEND</b>						
1	LX05638	42.200	BANK	OBERHOLZER	Departmental	3AS
2	LX05639	43.900	BANK	OBERHOLZER	Public	3A
3	LX05640	46.700	BANK	OBERHOLZER	Public	3A
4	LX05641	50.200	OBERHOLZER	WELVERDIEND JUNCTION	Departmental	3AS
5	LX05642	61.500	WELVERDIEND JUNCTION	WELVERDIEND	Public	3A
<b>CO2-L712 WELVERDIEND - CACHET</b>						
1	LX05644	67.450	WELVERDIEND	FREDERIKSTAD	Departmental	3AS
2	LX05645	69.250	WELVERDIEND	FREDERIKSTAD	Private	2
3	LX05646	72.400	WELVERDIEND	FREDERIKSTAD	Private	2
4	LX05647	75.300	WELVERDIEND	FREDERIKSTAD	Public	3A
5	LX05648	76.600	WELVERDIEND	FREDERIKSTAD	Private	2
6	LX05649	80.200	WELVERDIEND	FREDERIKSTAD	Private	3AS
7	LX05650	83.600	FREDERIKSTAD	BOSKOP	Private	3AS
8	LX05651	85.500	FREDERIKSTAD	BOSKOP	Private	3AS
9	LX05652	87.080	FREDERIKSTAD	BOSKOP	Private	3AS
10	LX05654	89.000	BOSKOP	SAFARCAMP	Public	3A



30	LX06099	76.163	LEEUDORINGSTAD	EERSTELING	Private	3AS
31	LX06100	78.300	LEEUDORINGSTAD	EERSTELING	Departmental	3AS
32	LX06101	79.551	LEEUDORINGSTAD	EERSTELING	Public	3A
33	LX06102	81.566	EERSTELING	MAKWASSIE	Public	3A
34	LX06104	85.414	EERSTELING	MAKWASSIE	Private	2
35	LX06105	87.761	EERSTELING	MAKWASSIE	Private	3AS
36	LX06106	95.004	MAKWASSIE	BOSKUIL	Public	3A
37	LX06107	97.890	MAKWASSIE	BOSKUIL	Private	3AS
38	LX06108	100.572	MAKWASSIE	BOSKUIL	Private	3AS
39	LX06109	103.502	MAKWASSIE	BOSKUIL	Private	3AS
40	LX06110	104.893	MAKWASSIE	BOSKUIL	Public	3A
41	LX06111	107.132	BOSKUIL	KINGSWOOD	Private	2
42	LX06112	111.675	BOSKUIL	KINGSWOOD	Departmental	3AS
43	LX06113	113.621	BOSKUIL	KINGSWOOD	Private	2
44	LX06114	115.403	BOSKUIL	KINGSWOOD	Private	3AS
45	LX06115	118.725	KINGSWOOD	GRASSLANDS	Public	3A
46	LX06117	124.139	KINGSWOOD	GRASSLANDS	Private	3AS
47	LX06118	128.410	KINGSWOOD	GRASSLANDS	Private	3AS
48	LX06119	130.143	KINGSWOOD	GRASSLANDS	Private	3AS
49	LX06120	132.311	GRASSLANDS	BLOEMHOF	Private	3AS
50	LX06121	133.769	GRASSLANDS	BLOEMHOF	Private	3AS
51	LX06122	137.700	GRASSLANDS	BLOEMHOF	Private	3AS
52	LX06123	138.124	GRASSLANDS	BLOEMHOF	Private	3AS
53	LX06124	148.103	BLOEMHOF	WILDHOEN	Private	2
54	LX06125	150.152	BLOEMHOF	WILDHOEN	Private	2
55	LX06126	152.351	BLOEMHOF	WILDHOEN	Private	2
56	LX06127	153.266	BLOEMHOF	WILDHOEN	Private	2
57	LX06128	153.294	BLOEMHOF	WILDHOEN	Private	2
58	LX06129	154.762	BLOEMHOF	WILDHOEN	Private	2
59	LX06130	155.595	BLOEMHOF	WILDHOEN	Private	2
60	LX06131	156.866	BLOEMHOF	WILDHOEN	Private	2
61	LX06132	157.982	WILDHOEN	BRITTEN	Private	2
62	LX06133	158.595	WILDHOEN	BRITTEN	Private	2
63	LX06134	159.097	WILDHOEN	BRITTEN	Private	3AS
64	LX06135	159.893	WILDHOEN	BRITTEN	Private	3AS
65	LX06136	161.188	WILDHOEN	BRITTEN	Private	3AS
66	LX06139	164.926	WILDHOEN	BRITTEN	Private	3AS
67	LX06140	165.443	WILDHOEN	BRITTEN	Private	3AS
68	LX06141	166.368	WILDHOEN	BRITTEN	Private	3AS
69	LX06142	169.502	WILDHOEN	BRITTEN	Public	3A
70	LX06143	170.821	BRITTEN	KROMELLENBOOG	Public	3A
71	LX06144	173.330	BRITTEN	KROMELLENBOOG	Private	3AS
72	LX06145	175.814	BRITTEN	KROMELLENBOOG	Private	3AS



73	LX06146	177.545	BRITTEN	KROMELLENBOOG	Private	3AS
74	LX06147	178.729	BRITTEN	KROMELLENBOOG	Private	3AS
75	LX06148	180.981	BRITTEN	KROMELLENBOOG	Private	3AS
76	LX06149	182.694	BRITTEN	KROMELLENBOOG	Private	3AS
77	LX06150	185.035	KROMELLENBOOG	CHRISTIANA	Private	3AS
78	LX06151	201.469	CHRISTIANA	FENDYKE	Private	3AS
79	LX06152	203.468	CHRISTIANA	FENDYKE	Public	3A
80	LX06153	207.093	FENDYKE	CAMELFORD	Private	3AS
81	LX06154	208.946	FENDYKE	CAMELFORD	Private	3AS
82	LX06155	209.459	FENDYKE	CAMELFORD	Private	3AS
83	LX06156	210.350	FENDYKE	CAMELFORD	Private	3AS
84	LX06157	213.557	FENDYKE	CAMELFORD	Private	3AS
85	LX06158	215.305	FENDYKE	CAMELFORD	Public	3A
86	LX06159	220.473	CAMELFORD	VEERTIENSTROME	Private	3AS
87	LX06160	225.878	CAMELFORD	VEERTIENSTROME	Private	3AS
88	LX06161	227.911	CAMELFORD	VEERTIENSTROME	Private	3AS

**CO2-L742 VEERTIENSTROME - DE BEERS**

1	LX05662	0.936	VEERTIENSTROME	JAN KEMPDORP	Departmental	3 SPECIAL
2	LX05663	2.375	VEERTIENSTROME	JAN KEMPDORP	Departmental	3AS
3	LX05664	12.709	VEERTIENSTROME	JAN KEMPDORP	Private	2
4	LX05665	14.238	VEERTIENSTROME	JAN KEMPDORP	Private	2
5	LX05666	14.622	VEERTIENSTROME	JAN KEMPDORP	Departmental	3AS
6	LX05667	14.639	VEERTIENSTROME	JAN KEMPDORP	Private	3AS
7	LX05668	15.327	VEERTIENSTROME	JAN KEMPDORP	Public	3A
8	LX05669	16.271	VEERTIENSTROME	JAN KEMPDORP	Public	3A
9	LX05670	17.120	VEERTIENSTROME	JAN KEMPDORP	Departmental	3AS
10	LX05671	27.123	JAN KEMPDORP	TADCASTER	Public	3A
11	LX05672	28.741	TADCASTER	HARTSWATER	Public	3A
12	LX05673	31.575	TADCASTER	HARTSWATER	Public	3A
13	LX05674	42.723	HARTSWATER	MAGOGONG	Public	3A
14	LX05675	44.942	HARTSWATER	MAGOGONG	Public	3A
15	LX05643	47.165	HARTSWATER	MAGOGONG	Public	3A
16	LX05676	49.396	MAGOGONG	TAUNG	Public	3A
17	LX05677	54.938	MAGOGONG	TAUNG	Public	3A
18	LX05678	57.167	MAGOGONG	TAUNG	Public	3A
19	LX05679	58.699	MAGOGONG	TAUNG	Public	3A
20	LX05680	60.360	TAUNG	PUDIMOE	Public	3A
21	LX05681	70.491	TAUNG	PUDIMOE	Public	3A
22	LX05682	76.068	TAUNG	PUDIMOE	Public	3A
23	LX05683	79.188	TAUNG	PUDIMOE	Public	3A
24	LX05684	86.912	PUDIMOE	DE BEERS	Public	3A

**CO2-L750 PUDIMOE - VRYBURG**

1	LX05685	92.660	PUDIMOE	DE BEERS	Private	2
---	---------	--------	---------	----------	---------	---

2	LX05686	94.612	PUDIMOE	DE BEERS	Private	2
3	LX05687	97.643	DE BEERS	TIERKLOOF	Private	2
4	LX05688	101.097	DE BEERS	TIERKLOOF	Private	2
5	LX05689	102.727	DE BEERS	TIERKLOOF	Private	3AS
6	LX05690	104.961	DE BEERS	TIERKLOOF	Public	3A
7	LX05691	107.542	DE BEERS	TIERKLOOF	Private	3AS
8	LX05692	112.078	DE BEERS	TIERKLOOF	Private	3AS
9	LX05693	114.349	DE BEERS	TIERKLOOF	Private	2
10	LX05694	114.908	DE BEERS	TIERKLOOF	Private	3AS
11	LX05695	117.168	DE BEERS	TIERKLOOF	Private	2
12	LX05696	117.293	DE BEERS	TIERKLOOF	Public	3A
13	LX05697	118.610	TIERKLOOF	VRYBURG	Public	3A
14	LX05698	121.597	TIERKLOOF	VRYBURG	Private	3AS
15	LX05700	128.020	TIERKLOOF	VRYBURG	Public	3A
<b>CO2-L751 VRYBURG - MAFIKENG</b>						
1	LX05702	132.705	VRYBURG	DEVONDALE	Departmental	3AS
2	LX05703	134.876	VRYBURG	DEVONDALE	Private	2
3	LX05704	136.561	VRYBURG	DEVONDALE	Public	3A
4	LX05705	140.750	VRYBURG	DEVONDALE	Private	2
5	LX05707	143.146	VRYBURG	DEVONDALE	Private	2
6	LX05708	145.822	VRYBURG	DEVONDALE	Private	2
7	LX05709	147.538	VRYBURG	DEVONDALE	Public	3A
8	LX05710	149.225	VRYBURG	DEVONDALE	Private	2
9	LX05711	149.744	VRYBURG	DEVONDALE	Private	2
10	LX05712	151.409	VRYBURG	DEVONDALE	Private	2
11	LX05713	155.095	VRYBURG	DEVONDALE	Public	3A
12	LX05714	156.522	DEVONDALE	CURNOW	Private	2
13	LX05715	160.054	DEVONDALE	CURNOW	Private	2
14	LX05716	162.488	DEVONDALE	CURNOW	Private	2
15	LX05717	166.409	DEVONDALE	CURNOW	Public	3A
16	LX05718	169.626	CURNOW	KAMEEL	Private	2
17	LX05719	173.600	CURNOW	KAMEEL	Private	2
18	LX05720	174.940	CURNOW	KAMEEL	Public	3A
19	LX05721	178.486	CURNOW	KAMEEL	Public	3A
20	LX05722	182.207	KAMEEL	MADIBOGO	Private	2
21	LX05723	185.015	KAMEEL	MADIBOGO	Private	2
22	LX05724	191.824	KAMEEL	MADIBOGO	Public	3A
23	LX05725	192.710	KAMEEL	MADIBOGO	Public	3A
24	LX05726	195.822	KAMEEL	MADIBOGO	Public	3A
25	LX05727	201.327	KAMEEL	MADIBOGO	Public	3A
26	LX05728	212.070	MADIBOGO	KRAAIPAN	Private	2
27	LX05729	221.053	MADIBOGO	KRAAIPAN	Public	3A
28	LX05730	222.674	MADIBOGO	KRAAIPAN	Public	3A



29	LX05731	223.709	KRAAIPAN	MAREETSANE	Public	3A
30	LX05732	224.140	KRAAIPAN	MAREETSANE	Departmental	3AS
31	LX05733	229.272	KRAAIPAN	MAREETSANE	Private	3AS
32	LX05735	233.129	KRAAIPAN	MAREETSANE	Private	2
33	LX05736	236.554	KRAAIPAN	MAREETSANE	Private	2
34	LX05737	240.156	KRAAIPAN	MAREETSANE	Private	2
35	LX05738	242.453	KRAAIPAN	MAREETSANE	Private	2
36	LX05739	244.645	KRAAIPAN	MAREETSANE	Public	3A
37	LX05740	245.198	KRAAIPAN	MAREETSANE	Public	3A
38	LX05741	245.724	MAREETSANE	VRYHOF	Departmental	3AS
39	LX05742	246.004	MAREETSANE	VRYHOF	Departmental	3AS
40	LX05743	251.097	MAREETSANE	VRYHOF	Public	3A
41	LX05744	255.999	MAREETSANE	VRYHOF	Private	2
42	LX05745	259.961	MAREETSANE	VRYHOF	Public	3A
43	LX05746	264.709	VRYHOF	MAFIKENG	Public	3A
44	LX05747	271.028	VRYHOF	MAFIKENG	Public	3A
45	LX05748	275.956	VRYHOF	MAFIKENG	Public	3A
46	LX05749	282.623	VRYHOF	MAFIKENG	Public	3A

#### CO2-L736 WELVERDIEND - COLIGNY

1	LX05933	2.125	WELVERDIEND	RYSMIERBULT	Public	3A
2	LX05934	5.669	WELVERDIEND	RYSMIERBULT	Private	2
3	LX05935	7.393	WELVERDIEND	RYSMIERBULT	Private	2
4	LX05936	8.249	WELVERDIEND	RYSMIERBULT	Private	2
5	LX05937	13.638	WELVERDIEND	RYSMIERBULT	Departmental	3AS
6	LX05938	14.352	WELVERDIEND	RYSMIERBULT	Private	2
7	LX05939	14.519	WELVERDIEND	RYSMIERBULT	Private	2
8	LX05940	18.710	RYSMIERBULT	BUCKINGHAM	Private	2
9	LX05941	19.023	RYSMIERBULT	BUCKINGHAM	Departmental	3AS
10	LX05942	19.317	RYSMIERBULT	BUCKINGHAM	Departmental	3AS
11	LX05943	24.703	RYSMIERBULT	BUCKINGHAM	Private	2
12	LX05944	25.875	RYSMIERBULT	BUCKINGHAM	Public	3A
13	LX05945	27.443	BUCKINGHAM	NOLTE	Public	3A
14	LX05946	28.065	BUCKINGHAM	NOLTE	Private	2
15	LX05947	28.789	BUCKINGHAM	NOLTE	Private	2
16	LX05948	29.342	BUCKINGHAM	NOLTE	Private	2
17	LX05949	29.709	BUCKINGHAM	NOLTE	Private	2
18	LX05950	30.491	BUCKINGHAM	NOLTE	Public	3A
19	LX05951	30.715	BUCKINGHAM	NOLTE	Public	3A
20	LX05952	31.306	BUCKINGHAM	NOLTE	Private	3AS
21	LX05953	32.758	BUCKINGHAM	NOLTE	Private	2
22	LX05954	34.765	BUCKINGHAM	NOLTE	Private	3AS
23	LX05955	37.516	BUCKINGHAM	NOLTE	Private	3AS
24	LX05956	42.938	BUCKINGHAM	NOLTE	Private	2



25	LX05957	43.753	NOLTE	VENTERSDORP	Public	3A
26	LX05958	48.980	VENTERSDORP	RATSAGAE	Private	2
27	LX05959	49.601	VENTERSDORP	RATSAGAE	Public	2
28	LX05960	52.908	VENTERSDORP	RATSAGAE	Private	2
29	LX05961	54.129	VENTERSDORP	RATSAGAE	Private	2
30	LX05962	54.792	VENTERSDORP	RATSAGAE	Private	3AS
31	LX05963	55.429	VENTERSDORP	RATSAGAE	Private	2
32	LX05964	59.120	RATSAGAE	MAKOKSKRAAL	Public	3A
33	LX05965	61.446	RATSAGAE	MAKOKSKRAAL	Private	2
34	LX05967	66.235	RATSAGAE	MAKOKSKRAAL	Departmental	3AS
35	LX05968	70.585	RATSAGAE	MAKOKSKRAAL	Public	3A
36	LX05969	74.673	MAKOKSKRAAL	GATIEP	Private	2
37	LX05970	76.500	MAKOKSKRAAL	GATIEP	Private	3AS
38	LX05971	77.890	MAKOKSKRAAL	GATIEP	Private	2
39	LX05972	80.720	GATIEP	BODENSTEIN	Private	2
40	LX05973	83.208	GATIEP	BODENSTEIN	Private	2
41	LX05974	84.613	GATIEP	BODENSTEIN	Private	2
42	LX05975	85.274	GATIEP	BODENSTEIN	Public	4D
43	LX05976	87.252	BODENSTEIN	COLIGNY	Public	3A
44	LX05977	89.000	BODENSTEIN	COLIGNY	Private	2
45	LX05978	92.106	BODENSTEIN	COLIGNY	Private	3AS
46	LX05979	93.721	BODENSTEIN	COLIGNY	Private	2
47	LX05980	94.092	BODENSTEIN	COLIGNY	Private	2
48	LX05981	95.155	BODENSTEIN	COLIGNY	Private	2
49	LX05982	96.974	BODENSTEIN	COLIGNY	Private	2
50	LX05983	98.780	BODENSTEIN	COLIGNY	Departmental	3AS
51	LX05984	100.308	BODENSTEIN	COLIGNY	Private	2
<b>CO2-L757 COLIGNY - ANGLO ALPHA</b>						
1	LX05985	0.510	COLIGNY	HALFPAD	Public	3A
2	LX05986	1.089	COLIGNY	HALFPAD	Private	3AS
3	LX05987	7.691	COLIGNY	HALFPAD	Private	2
4	LX05988	9.702	COLIGNY	HALFPAD	Private	2
5	LX05989	10.063	COLIGNY	HALFPAD	Private	2
6	LX05990	11.185	COLIGNY	HALFPAD	Private	3AS
7	LX05991	14.519	HALFPAD	ANGLO ALPHA	Public	3A
8	LX05992	18.746	HALFPAD	ANGLO ALPHA	Private	3AS
<b>CO2-L758 ANGLO ALPHA - LICHTENBURG</b>						
1	LX05992	21.242	ANGLO ALPHA	LOTTIE	Private	2
2	LX05993	21.273	ANGLO ALPHA	LOTTIE	Private	2
3	LX05994	22.845	ANGLO ALPHA	LOTTE	Departmental	3AS
4	LX05995	24.243	LOTTIE	LICHTENBURG	Private	2
<b>CO2-L759 KLERKSDORP - OTTOSADAL</b>						
1		3.751	KLERKSDORP	HARTBEESFONTEIN	Private	2



2		4.969	KLERKSDORP	HARTBEESFONTEIN	Departmental	3AS
3	LX05999	8.172	KLERKSDORP	HARTBEESFONTEIN	Public	4D
4	LX06000	11.756	KLERKSDORP	HARTBEESFONTEIN	Public	5
5	LX06001	14.778	KLERKSDORP	HARTBEESFONTEIN	Public	3A
6	LX06002	15.295	KLERKSDORP	HARTBEESFONTEIN	Departmental	3AS
7	LX06003	17.084	KLERKSDORP	HARTBEESFONTEIN	Private	3AS
8	LX06004	19.266	KLERKSDORP	HARTBEESFONTEIN	Private	3AS
9	LX06005	20.108	KLERKSDORP	HARTBEESFONTEIN	Public	3A
10	LX06006	20.711	KLERKSDORP	HARTBEESFONTEIN	Private	2
11	LX06007	21.414	KLERKSDORP	HARTBEESFONTEIN	Private	2
12	LX06008	21.990	KLERKSDORP	HARTBEESFONTEIN	Departmental	3AS
13	LX06009	22.818	KLERKSDORP	HARTBEESFONTEIN	Private	3AS
14	LX06011	24.683	KLERKSDORP	HARTBEESFONTEIN	Public	3A
15	LX06012	25.362	KLERKSDORP	HARTBEESFONTEIN	Private	3AS
16	LX06013	26.048	KLERKSDORP	HARTBEESFONTEIN	Private	2
17	LX06014	28.002	KLERKSDORP	HARTBEESFONTEIN	Private	2
18	LX06015	30.310	KLERKSDORP	HARTBEESFONTEIN	Private	3AS
19	LX06016	31.494	KLERKSDORP	HARTBEESFONTEIN	Public	3A
20	LX06017	31.703	HARTBEESFONTEIN	WERDA	Private	2
21	LX06018	32.388	HARTBEESFONTEIN	WERDA	Private	2
22	LX06019	32.593	HARTBEESFONTEIN	WERDA	Private	2
23	LX06020	33.144	HARTBEESFONTEIN	WERDA	Private	3AS
24	LX06021	33.751	HARTBEESFONTEIN	WERDA	Private	2
25	LX06022	34.218	HARTBEESFONTEIN	WERDA	Private	2
26	LX06023	34.573	HARTBEESFONTEIN	WERDA	Private	3AS
27	LX06024	35.395	HARTBEESFONTEIN	WERDA	Private	3AS
28	LX06025	37.107	HARTBEESFONTEIN	WERDA	Private	3AS
29	LX06026	38.451	HARTBEESFONTEIN	WERDA	Private	2
30	LX06027	38.692	HARTBEESFONTEIN	WERDA	Private	2
31	LX06028	38.993	HARTBEESFONTEIN	WERDA	Private	3AS
32	LX06029	39.886	HARTBEESFONTEIN	WERDA	Private	2
33	LX06031	42.290	HARTBEESFONTEIN	WERDA	Private	2
34	LX06032	43.068	KLERKSDORP	HARTBEESFONTEIN	Public	3A
35	LX06033	43.084	HARTBEESFONTEIN	WERDA	Private	2
36	LX06034	44.227	HARTBEESFONTEIN	WERDA	Private	2
37	LX06035	46.431	HARTBEESFONTEIN	WERDA	Public	2A
38	LX06036	47.238	HARTBEESFONTEIN	WERDA	Public	3A
39	LX06037	48.532	HARTBEESFONTEIN	WERDA	Private	3AS
40	LX06038	48.792	HARTBEESFONTEIN	WERDA	Public	3A
41	LX06039	49.619	HARTBEESFONTEIN	WERDA	Private	3AS
42	LX06040	50.634	WERDA	MELLIODORA	Private	2
43	LX06041	51.222	WERDA	MELLIODORA	Private	2
44	LX06042	51.900	WERDA	MELLIODORA	Public	3A



45	LX06043	52.180	WERDA	MELLIODORA	Private	2
46	LX06044	53.355	WERDA	MELLIODORA	Private	2
47	LX06045	54.288	WERDA	MELLIODORA	Private	2
48	LX06046	55.040	WERDA	MELLIODORA	Private	2
49	LX06047	55.059	WERDA	MELLIODORA	Private	2
50	LX06048	56.494	WERDA	MELLIODORA	Private	3AS
51	LX06049	58.228	WERDA	MELLIODORA	Private	2
52	LX06050	59.036	WERDA	MELLIODORA	Private	2
53	LX06051	60.144	WERDA	MELLIODORA	Private	2
54	LX06052	61.057	WERDA	MELLIODORA	Private	2
55	LX06053	62.429	WERDA	MELLIODORA	Public	3A
56	LX06054	63.442	MELLIODORA	OTTOSDAL	Public	3A
57	LX06055	65.334	WERDA	MELLIODORA	Private	2
58	LX06056	65.797	MELLIODORA	OTTOSDAL	Private	2
59	LX06057	66.994	MELLIODORA	OTTOSDAL	Private	2
60	LX06058	67.740	MELLIODORA	OTTOSDAL	Public	3A
61	LX06059	68.338	MELLIODORA	OTTOSDAL	Private	3AS
62	LX06060	70.301	MELLIODORA	OTTOSDAL	Private	2
63	LX06061	71.178	MELLIODORA	OTTOSDAL	Private	2
64	LX06062	71.224	MELLIODORA	OTTOSDAL	Private	2
65	LX06064	71.783	MELLIODORA	OTTOSDAL	Private	2
66	LX06066	72.073	MELLIODORA	OTTOSDAL	Private	2
67	LX06067	73.478	MELLIODORA	OTTOSDAL	Private	2
68	LX06068	74.932	MELLIODORA	OTTOSDAL	Public	3B
69	LX06069	75.460	MELLIODORA	OTTOSDAL	Public	2A
<b>CO2-L754 MAKWASSIE - VERMAAS</b>						
1	LX05844	0.721	MAKWASSIE	WOLMARANSSTAD	Public	3A
2	LX05850	2.232	MAKWASSIE	WOLMARANSSTAD	Public	3B
3	LX05851	3.206	MAKWASSIE	WOLMARANSSTAD	Private	3AS
4	LX05852	4.435	MAKWASSIE	WOLMARANSSTAD	Private	3AS
5	LX05853	6.268	MAKWASSIE	WOLMARANSSTAD	Public	3A
6	LX05854	6.742	MAKWASSIE	WOLMARANSSTAD	Private	3AS
7	LX05855	7.514	MAKWASSIE	WOLMARANSSTAD	Private	3AS
8	LX05856	8.962	MAKWASSIE	WOLMARANSSTAD	Private	3AS
9	LX05857	10.242	MAKWASSIE	WOLMARANSSTAD	Private	3AS
10	LX05860	18.247	MAKWASSIE	WOLMARANSSTAD	Public	3B
11	LX05861	21.380	WOLMARANSSTAD	MAGNEET	Private	3AS
12	LX05862	22.731	WOLMARANSSTAD	MAGNEET	Private	3AS
13	LX05863	26.020	WOLMARANSSTAD	MAGNEET	Private	3AS
14	LX05864	28.319	WOLMARANSSTAD	MAGNEET	Private	3AS
15	LX05865	29.854	WOLMARANSSTAD	MAGNEET	Private	3AS
16	LX05866	31.628	WOLMARANSSTAD	MAGNEET	Private	3AS
17	LX05867	37.078	MAGNEET	STRYDPOORT	Private	2



18	LX05868	38.882	MAGNEET	STRYDPOORT	Private	3AS
19	LX05869	40.907	MAKWASSIE	WOLMARANSSTAD	Public	3A
20	LX05870	42.129	STRYDPOORT	BAMBOESSPRUIT	Private	3AS
21	LX05871	43.055	STRYDPOORT	BAMBOESSPRUIT	Private	3AS
22	LX05872	44.754	STRYDPOORT	BAMBOESSPRUIT	Private	3AS
23	LX05873	46.625	STRYDPOORT	BAMBOESSPRUIT	Public	3A
24	LX05874	50.608	BAMBOESSPRUIT	LAKENSVLEI	Private	3AS
25	LX05875	53.150	BAMBOESSPRUIT	LAKENSVLEI	Public	3A
26	LX05876	53.953	LAKENSVLEI	OTTOSDAL	Private	3AS
27	LX05877	54.501	LAKENSVLEI	OTTOSDAL	Private	3AS
28	LX05878	55.963	LAKENSVLEI	OTTOSDAL	Private	3AS
29	LX05879	59.743	LAKENSVLEI	OTTOSDAL	Private	3AS
30	LX05880	60.845	LAKENSVLEI	OTTOSDAL	Departmental	3AS
31	LX05881	61.696	OTTOSDAL	GESTOPTEFONTEIN	Public	3A
32	LX05883	65.137	OTTOSDAL	GESTOPTEFONTEIN	Private	3AS
33	LX05884	65.733	OTTOSDAL	GESTOPTEFONTEIN	Private	3AS
34	LX05885	67.932	OTTOSDAL	GESTOPTEFONTEIN	Private	3AS
35	LX05886	68.561	OTTOSDAL	GESTOPTEFONTEIN	Private	3AS
36	LX05887	70.075	OTTOSDAL	GESTOPTEFONTEIN	Public	3A
37	LX05888	70.603	GESTOPTEFONTEIN	KLEINHARTS	Private	3AS
38	LX05889	71.834	GESTOPTEFONTEIN	KLEINHARTS	Private	2
39	LX05890	72.666	GESTOPTEFONTEIN	KLEINHARTS	Public	2A
40	LX05891	74.470	GESTOPTEFONTEIN	KLEINHARTS	Public	3A
41	LX05892	75.751	GESTOPTEFONTEIN	KLEINHARTS	Public	3A
42	LX05893	78.426	GESTOPTEFONTEIN	KLEINHARTS	Public	2A
43	LX05894	81.033	GESTOPTEFONTEIN	KLEINHARTS	Public	2A
44	LX05895	81.981	GESTOPTEFONTEIN	KLEINHARTS	Public	3A
45	LX05896	84.239	KLEINHARTS	VERMAAS	Public	3A
46	LX05897	84.912	KLEINHARTS	VERMAAS	Private	2
47	LX05898	85.458	KLEINHARTS	VERMAAS	Private	2
48	LX05899	85.733	KLEINHARTS	VERMAAS	Private	2
49	LX05900	86.299	KLEINHARTS	VERMAAS	Private	2
50	LX05901	87.931	KLEINHARTS	VERMAAS	Private	2
51	LX05902	89.298	KLEINHARTS	VERMAAS	Private	2
52	LX05903	89.451	KLEINHARTS	VERMAAS	Public	3A
53	LX05904	90.125	KLEINHARTS	VERMAAS	Private	2
54	LX05905	91.442	KLEINHARTS	VERMAAS	Private	2
55	LX05906	92.834	KLEINHARTS	VERMAAS	Private	2
56	LX05907	93.671	KLEINHARTS	VERMAAS	Private	2
57	LX05908	94.307	KLEINHARTS	VERMAAS	Private	2
58	LX05909	95.650	KLEINHARTS	VERMAAS	Departmental	2AS
<b>CO2-L755 COLIGNY - VERMAAS</b>						
1	LX05911	1.893	COLIGNY	OPPASLAAGTE		

2	LX05912	3.072	COLIGNY	OPPASLAAGTE
3	LX05913	12.369	COLIGNY	OPPASLAAGTE
4	LX05914	13.161	OPPASLAAGTE	GERDAU
5	LX05915	14.869	OPPASLAAGTE	GERDAU
6	LX05916	15.536	OPPASLAAGTE	GERDAU
7	LX05917	18.183	OPPASLAAGTE	GERDAU
8	LX05918	19.720	OPPASLAAGTE	GERDAU
9	LX05919	20.839	OPPASLAAGTE	GERDAU
10	LX05920	22.425	OPPASLAAGTE	GERDAU
11	LX05921	22.803	OPPASLAAGTE	GERDAU
12	LX05922	25.640	OPPASLAAGTE	GERDAU
13	LX05923	27.507	OPPASLAAGTE	GERDAU
14	LX05924	28.761	GERDAU	VERMAAS
15	LX05925	30.647	GERDAU	VERMAAS
16	LX05926	30.805	GERDAU	VERMAAS
17	LX05927	31.404	GERDAU	VERMAAS
18	LX05928	32.364	GERDAU	VERMAAS
19	LX05929	33.620	GERDAU	VERMAAS
20	LX05930	34.443	GERDAU	VERMAAS
21	LX05931	35.599	GERDAU	VERMAAS
22	LX05932	37.930	GERDAU	VERMAAS
<b>CO2-L753 VERMAAS - PUDIMOE</b>				
1	LX05756	41.273	VERMAAS	SANNIESHOF
2	LX05757	41.605	VERMAAS	SANNIESHOF
3	LX05758	46.579	VERMAAS	SANNIESHOF
4	LX05759	50.520	VERMAAS	SANNIESHOF
5	LX05760	56.683	VERMAAS	SANNIESHOF
6	LX05761	58.756	VERMAAS	SANNIESHOF
7	LX05762	59.164	VERMAAS	SANNIESHOF
8	LX05763	59.744	SANNIESHOF	BOSSIES
9	LX05764	61.343	SANNIESHOF	BOSSIES
10	LX05765	62.232	SANNIESHOF	BOSSIES
11	LX05766	64.323	SANNIESHOF	BOSSIES
12	LX05767	67.363	SANNIESHOF	BOSSIES
13	LX05768	69.626	SANNIESHOF	BOSSIES
14	LX05769	71.726	BOSSIES	BARBERSPAN
15	LX05770	76.128	BOSSIES	BARBERSPAN
16	LX05771	80.139	BOSSIES	BARBERSPAN
17	LX05772	83.140	BOSSIES	BARBERSPAN
18	LX05773	85.242	BARBERSPAN	DELAREYVILLE
19	LX05774	86.057	BARBERSPAN	DELAREYVILLE
20	LX05775	87.936	BARBERSPAN	DELAREYVILLE
21	LX05776	90.275	BARBERSPAN	DELAREYVILLE



22	LX05777	92.083	BARBERSPAN	DELAREYVILLE
23	LX05778	92.623	BARBERSPAN	DELAREYVILLE
24	LX05779	94.261	BARBERSPAN	DELAREYVILLE
25	LX05780	97.914	BARBERSPAN	DELAREYVILLE
26	LX05781	98.300	BARBERSPAN	DELAREYVILLE
27	LX05782	98.680	BARBERSPAN	DELAREYVILLE
28	LX05783	106.404	DELAREYVILLE	RIETPAN
29	LX05784	107.678	DELAREYVILLE	RIETPAN
30	LX05785	108.772	DELAREYVILLE	RIETPAN
31	LX05786	110.496	DELAREYVILLE	RIETPAN
32	LX05787	111.071	DELAREYVILLE	RIETPAN
33	LX05788	115.322	RIETPAN	MIGDOL
34	LX05789	116.882	RIETPAN	MIGDOL
35	LX05791	122.061	RIETPAN	MIGDOL
36	LX05792	124.130	MIGDOL	HALLETTS HOPE
37	LX05793	126.676	MIGDOL	HALLETTS HOPE
38	LX05794	128.637	MIGDOL	HALLETTS HOPE
39	LX05795	129.063	MIGDOL	HALLETTS HOPE
40	LX05796	130.537	MIGDOL	HALLETTS HOPE
41	LX05797	131.659	MIGDOL	HALLETTS HOPE
42	LX05798	133.974	MIGDOL	HALLETTS HOPE
43	LX05799	135.155	MIGDOL	HALLETTS HOPE
44	LX05800	136.594	MIGDOL	HALLETTS HOPE
45	LX05801	139.136	MIGDOL	HALLETTS HOPE
46	LX05802	144.389	HALLETTS HOPE	SCHWEIZER-RENEKE
47	LX05803	146.126	HALLETTS HOPE	SCHWEIZER-RENEKE
48	LX05804	147.034	HALLETTS HOPE	SCHWEIZER-RENEKE
49	LX05805	148.657	HALLETTS HOPE	SCHWEIZER-RENEKE
50	LX05807	151.250	HALLETTS HOPE	SCHWEIZER-RENEKE
51	LX05808	151.957	HALLETTS HOPE	SCHWEIZER-RENEKE
52	LX05809	153.062	HALLETTS HOPE	SCHWEIZER-RENEKE
53	LX05810	154.398	HALLETTS HOPE	SCHWEIZER-RENEKE
54	LX05811	158.449	SCHWEIZER-RENEKE	HESTER
55	LX05812	159.556	SCHWEIZER-RENEKE	HESTER
56	LX05813	160.520	SCHWEIZER-RENEKE	HESTER
57	LX05814	164.553	SCHWEIZER-RENEKE	HESTER
58	LX05815	167.381	SCHWEIZER-RENEKE	HESTER
59	LX05816	168.508	SCHWEIZER-RENEKE	HESTER
60	LX05817	170.611	SCHWEIZER-RENEKE	HESTER

61	LX05818	174.075	SCHWEIZER-RENEKE	HESTER
62	LX05819	175.305	SCHWEIZER-RENEKE	HESTER
63	LX05820	176.898	SCHWEIZER-RENEKE	HESTER
64	LX05821	178.395	HESTER	AMALIA
65	LX05822	179.690	HESTER	AMALIA
66	LX05823	180.879	HESTER	AMALIA
67	LX05824	184.343	HESTER	AMALIA
68	LX05826	187.180	AMALIA	UITVALSKOP
69	LX05827	187.770	AMALIA	UITVALSKOP
70	LX05828	189.754	AMALIA	UITVALSKOP
71	LX05829	193.839	AMALIA	UITVALSKOP
72	LX05830	195.790	AMALIA	UITVALSKOP
73	LX05831	197.594	AMALIA	UITVALSKOP
74	LX05832	201.202	UITVALSKOP	SILOAM
75	LX05833	201.505	UITVALSKOP	SILOAM
76	LX05834	204.727	UITVALSKOP	SILOAM
77	LX05835	205.670	UITVALSKOP	SILOAM
78	LX05836	206.712	UITVALSKOP	SILOAM
79	LX05837	206.772	UITVALSKOP	SILOAM
80	LX05838	208.482	SILOAM	PUDIMOE
81	LX05839	209.432	SILOAM	PUDIMOE
82	LX05840	213.695	SILOAM	PUDIMOE
83	LX05841	217.095	SILOAM	PUDIMOE
84	LX05842	218.515	SILOAM	PUDIMOE
85	LX05843	219.241	SILOAM	PUDIMOE
86	LX05844	220.590	SILOAM	PUDIMOE
87	LX05845	223.900	SILOAM	PUDIMOE
88	LX05846	224.333	SILOAM	PUDIMOE
89	LX05847	225.675	SILOAM	PUDIMOE
90	LX05848	226.599	SILOAM	PUDIMOE

## Section 5 VENDOR APPLICATION FORM

*Respondents are to furnish the following documentation and complete the Vendor Application Form below:*

- **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [with bank stamp]
- **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
- **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
- **Certified** copy of Share Certificates [CK1/CK2 if CC]
- A letter on the company's letterhead confirm physical and postal addresses
- **Original** valid SARS Tax Clearance Certificate
- **Certified copy** of VAT Registration Certificate
- **Certified copy** of valid Company Registration Certificate [if applicable]
- A signed letter from your auditor or accountant confirming most recent annual turnover figures

### Vendor Application Form

Company trading name			
Company registered name			
Company Registration Number or ID Number if a Sole Proprietor			
Form of entity [√]	<input type="checkbox"/> CC	<input type="checkbox"/> Trust	<input type="checkbox"/> Pty Ltd
	<input type="checkbox"/> Limited	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
VAT number [if registered]			
Company telephone number			
Company fax number			
Company email address			
Company website address			
Bank name		Branch & Branch code	
Account holder		Bank account number	
Postal address			Code
Physical Address			



		Code	
Contact person			
Designation			
Telephone			
Email			
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m
Does your company provide	Products	Services	Both
Area of delivery	National	Provincial	Local
Is your company a public or private entity	Public	Private	
Does your company have a Tax Directive or IRP30 Certificate	Yes	No	
Main product or services [e.g. Stationery/ Consulting]			

**Complete B-BBEE Ownership Details:**

% Black ownership		% Black women ownership		% Disabled Black ownership	
Does your company have a B-BBEE certificate	Yes	No			
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the firm employ	Permanent	Part time			

*If you are an existing Vendor with Transnet please complete the following:*

Transnet contact person	
Contact number	
Transnet Operating Division	

*Duly authorised to sign for and on behalf of Company / Organisation:*

Name		Designation	
Signature		Date	

**ANNEXURE 1**

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

**1. General**

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2.1 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before 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 Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3.1 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.
- 1.3.2 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.3.3 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

**2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
  - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
  - (a)



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

- 2.3 **"competent person"** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **"contractor"** means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 **"fall protection plan"** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan "** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.8.1 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

### 3.1 Procedural Compliance

- 3.2 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-

(a) includes the demolition of a structure exceeding a height of 3 metres; or

(b) includes the use of explosives to perform construction work; or

(c) includes the dismantling of fixed plant at a height greater than 3m,

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

(d) includes excavation work deeper than 1m; or

(e) includes working at a height greater than 3 metres above ground or a landing.

- 3.2.1 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.2.2 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be



retained on the health and safety file.

- 3.2.3 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.2.4 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.
- 3.2.5 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.
- 3.2.6 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 Protekon's safety requirements and procedures.

#### **4. Special Permits**

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

#### **5. Health and Safety Programme**

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
  - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
  - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2.1 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.2.2 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be

performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted 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.

5.4.1 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.

5.4.2 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.

5.4.3 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.

- 5.4.4 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.4.5 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.
- 5.4.6 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.4.7 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.4.8 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

## **6. Fall Protection Plan**

- 6.1.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan,
- 6.1.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.

6.2 The fall protection plan shall include:-

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

## **7. Hazards and Potential Hazardous Situations**

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

## 8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

### ANNEXURE 2

#### **OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

#### **Regulation 3(1) of the Construction Regulations**

#### **NOTIFICATION OF CONSTRUCTION WORK**

1(a) Name and postal address of principal contractor:

\_\_\_\_\_

(b) Name and tel. no of principal contractor's contact person:

\_\_\_\_\_

2. Principal contractor's compensation registration number:

\_\_\_\_\_

3.(a) Name and postal address of client:

\_\_\_\_\_

(b) Name and tel no of client's contact person or agent:

\_\_\_\_\_

4.(a) Name and postal address of designer(s) for the project:

\_\_\_\_\_

(b) Name and tel. no of designer(s) contact person:

\_\_\_\_\_

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

\_\_\_\_\_

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

\_\_\_\_\_

7. Exact physical address of the construction site or site office:

\_\_\_\_\_

8. Nature of the construction work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Expected commencement date: \_\_\_\_\_

10. Expected completion date: \_\_\_\_\_

**"PREVIEW COPY ONLY"**



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

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

\_\_\_\_\_

13. Name(s) of contractors already chosen:

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

\_\_\_\_\_  
**Principal Contractor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Client**

\_\_\_\_\_  
**Date**

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

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

**ANNEXURE 3****(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 :-** \_\_\_\_\_

"PREVIEW COPY ONLY"

**ANNEXURE 4****(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 :** \_\_\_\_\_

**"PREVIEW COPY ONLY"**

**ANNEXURE 5****(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)****SITE ACCESS CERTIFICATE**

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

The contract works site/area described above are made available to you for the carrying out of associated works  
 In terms of your contract/order  
 with  
 (company) \_\_\_\_\_

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

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

**Signed :** \_\_\_\_\_ **Date :** \_\_\_\_\_  
**TECHNICAL OFFICER**

**ACKNOWLEDGEMENT OF RECEIPT**

**Name** \_\_\_\_\_ **of** \_\_\_\_\_  
**Contractor/Builder :-** \_\_\_\_\_

***do hereby acknowledge and accept the duties and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993.***

**Name :** \_\_\_\_\_ **Designation :** \_\_\_\_\_

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_\_



### Tenderer SHE Management System Questionnaire

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

**TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
<b>Tenderer SHE Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. SHE Policy and Management</b>		
- <b>Is there a written company SHE policy?</b>		
- If yes provide a copy of the policy (ANNEXURE #)		
- <b>Does the company have an SHE Management system e.g. NOSA, OHSAS, IRCA System etc</b>		
- If yes provide details		
- <b>Is there a company SHE Management System, procedures manual or plan?</b>		
- If yes provide a copy of the content page(s)		
- <b>Are the SHE responsibilities clearly identified for all levels of Management and employees?</b>		
- If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
- <b>Are safe operating procedures or specific safety instructions relevant to its operations available?</b>		
- If yes provide a summary listing of procedures or instructions		

- Is there a SHE incident register? If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used?  - If yes provide details		
<b>3. SHE Training</b>		
Describe briefly how health and safety training is conducted in your company:		
- Is a record maintained of all training and induction programs undertaken for employees in your company?  - If yes provide examples of safety training records		
<b>4. SHE Workplace Inspection</b>		
- Are regular health and safety inspections at worksites undertaken?  -If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces?  - If yes provide details		
<b>5. SHE Consultation</b>		
- Is there a workplace SHE committee?		
- Are employees involved in decision making over SHE matters?  - If yes provide details		
- Are there appointed SHE representatives?  - Comments		
<b>6. SHE Performance Monitoring</b>		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?  - If yes provide details		
- Are employees regularly provided with information on company health and safety performance?  - If yes provide details		



<b>Is company registered with workmen's compensation and up to date?</b>  - If yes provide proof of letter of good standing		
<b>- Has the company been fined or convicted of an occupational health and safety offence?</b>  - If yes provide details		

### Safety Performance Report

#### Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

**DIFR = Number of Disabling injuries x 200000 divided by number of man-hours worked for the period**

=====

Signed  
(Tenderer)

## NON-DISCLOSURE AGREEMENT

entered into by and between

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

and

\_\_\_\_\_  
Registration Number \_\_\_\_\_

**RFQ Number: CRAF-KGG-13972**

"PREVIEW COPY ONLY"

TABLE OF CONTENTS

1	INTERPRETATION .....	3
2	CONFIDENTIAL INFORMATION.....	4
3	RECORDS AND RETURN OF INFORMATION .....	5
4	ANNOUNCEMENTS .....	5
5	DURATION .....	5
6	PRINCIPAL.....	5
7	ADEQUACY OF DAMAGES.....	6
8	PRIVACY AND DATA PROTECTION.....	6
9	GENERAL.....	6

"PREVIEW COPY ONLY"



**THIS AGREEMENT is made between**

**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]

whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

**and**

\_\_\_\_\_ **[the Company]** [Registration No. \_\_\_\_\_]

whose registered office is at \_\_\_\_\_

**WHEREAS**

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

**IT IS HEREBY AGREED**

**1 INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
  - a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or

- b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
  - c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2 CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to

any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

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

### **3 RECORDS AND RETURN OF INFORMATION**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet:
- a) return all written Confidential Information (including all copies); and
  - b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3b) above.

### **4 ANNOUNCEMENTS**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

### **5 DURATION**

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 (five) years.

### **6 PRINCIPAL**

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

## **7 ADEQUACY OF DAMAGES**

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

## **8 PRIVACY AND DATA PROTECTION**

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

## **9 GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

oooOOOooo



**Appendix (i)**

**GENERAL BID CONDITIONS - SERVICES**

**[February 2013]**

"PREVIEW COPY ONLY"



## TABLE OF CONTENTS

1	DEFINITIONS .....	3
2	GENERAL.....	3
3	SUBMISSION OF BID DOCUMENTS .....	3
4	USE OF BID FORMS.....	3
5	BID FEES.....	4
6	VALIDITY PERIOD .....	4
7	SITE VISIT / BRIEFING SESSION .....	4
8	CLARIFICATION BEFORE THE CLOSING DATE .....	4
9	COMMUNICATION AFTER THE CLOSING DATE .....	4
10	UNAUTHORISED COMMUNICATION ABOUT BIDS.....	4
11	RETURNABLE DOCUMENTS .....	5
12	DEFAULTS BY RESPONDENTS.....	5
13	CURRENCY.....	6
14	PRICES SUBJECT TO CONFIRMATION .....	6
15	ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES .....	6
16	EXCHANGE AND REMITTANCE.....	6
17	ACCEPTANCE OF BID.....	7
18	NOTICE TO UNSUCCESSFUL RESPONDENTS.....	7
19	TERMS AND CONDITIONS OF CONTRACT.....	7
20	CONTRACT DOCUMENTS .....	7
21	LAW GOVERNING CONTRACT.....	8
22	IDENTIFICATION.....	8
23	CONTRACTUAL SECURITIES.....	8
24	DELETION OF ITEMS TO BE EXCLUDED FROM BID .....	8
25	VALUE-ADDED TAX.....	8
26	IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT .....	9
27	DELIVERY REQUIREMENTS .....	9
28	SPECIFICATIONS AND COPYRIGHT .....	10
29	BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS .....	10
30	CONFLICT WITH BID DOCUMENT .....	11

## 1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.

- 4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

## **6 VALIDITY PERIOD**

- 6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the RFX.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## **7 SITE VISIT / BRIEFING SESSION**

Respondents may be requested to attend (i) a site visit where it is considered necessary to view the site prior to the preparation of Bids, or (ii) an RFX briefing session when Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

## **9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Secretary of the relevant Acquisition Council.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, could be disqualified.

## 11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

## 12 DEFAULTS BY RESPONDENTS

12.1 If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- a) enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- b) accept an order in terms of the Bid;
- c) furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- d) comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

12.2 If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as the **Service Provider**], or in the capacity of agent or subcontractor who has been associated with such Bid or contract:

- a) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
- b) has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
- c) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
- d) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department or towards any public body, company or person; or
- f) has made any misleading or incorrect statement either
  - (i) in the affidavit or certificate referred to in clause 18 [*Notice to Unsuccessful Respondents*]; or
  - (ii) in any other document submitted as part of its Bid submissionand is unable to prove to the satisfaction of Transnet that
  - it made the statement in good faith honestly believing it to be correct; and
  - before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
- g) caused Transnet damage, or to incur costs in order to meet the Service Provider's requirements which could not be recovered from the Service Provider;
- h) has litigated against Transnet in bad faith;

- i) has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;
- j) has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;

then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause 12.3 below, be disqualified from bidding for any Transnet business through its "blacklisting" process.

12.3 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

12.4 Any disqualification [**Blacklisting**] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different name, or disqualified persons or enterprise or company [or associates thereof] and may also be applied to any agent or employee of the person or enterprise or company concerned.

### 13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFX.

### 14 PRICES SUBJECT TO CONFIRMATION

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

14.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

### 15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

### 16 EXCHANGE AND REMITTANCE

16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.

16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.

16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.



- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

## **17 ACCEPTANCE OF BID**

- 17.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 17.2 Transnet reserves the right to accept any Bid in whole or in part.
- 17.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

## **19 TERMS AND CONDITIONS OF CONTRACT**

- 19.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

## **20 CONTRACT DOCUMENTS**

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Intent, shall constitute a binding contract until the final contract is signed.

## 21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## 22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## 23 CONTRACTUAL SECURITIES

- 23.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [**Performance Bond**], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 23.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 23.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 23.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] Days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 23.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 23 will be for the account of the Service Provider.

## 24 DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it does not wish to tender.

## 25 VALUE-ADDED TAX

- 25.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 25.2 In respect of foreign Services rendered:
- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and

- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## **26 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

### **26.1 Method of Payment**

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 26.1a) above. Failure to comply with clause 26.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 23 above [*Contractual Securities*].

### **26.2 Conditional Discount**

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

## **27 DELIVERY REQUIREMENTS**

### **27.1 Period Contracts**

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

### **27.2 Progress Reports**

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

### **27.3 Emergency Demands as and when required**

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of*

*Services*” section in the Terms and Conditions of Contract will not be applicable in these circumstances.

## **28 SPECIFICATIONS AND COPYRIGHT**

### **28.1 Specifications**

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

### **28.2 Copyright**

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

## **29 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

- 29.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- 29.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 29.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 29.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
- Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

29.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer **[EFT]**:

- a) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

### **30 CONFLICT WITH BID DOCUMENT**

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

ooooO000oooo

"PREVIEW COPY ONLY"



**Appendix (ii)**

**STANDARD TERMS AND CONDITIONS OF CONTRACT  
FOR THE PROVISION OF SERVICES TO TRANSNET  
[February 2013]**

**"PREVIEW COPY ONLY"**

## TABLE OF CONTENTS

1	INTRODUCTION .....	3
2	DEFINITIONS.....	3
3	INTERPRETATION .....	6
4	NATURE AND SCOPE .....	6
5	AUTHORITY OF PARTIES .....	7
6	WARRANTIES.....	7
7	TRANSNET'S OBLIGATIONS .....	9
8	GENERAL OBLIGATIONS OF THE SERVICE PROVIDER .....	9
9	FEES AND EXPENSES .....	10
10	INVOICING AND PAYMENT .....	11
11	FEE ADJUSTMENTS .....	11
12	INTELLECTUAL PROPERTY RIGHTS.....	11
13	SERVICE PROVIDER'S PERSONNEL .....	13
14	LIMITATION OF LIABILITY .....	14
15	INSURANCES .....	15
16	CONFIDENTIALITY .....	15
17	TOTAL OR PARTIAL FAILURE TO PERFORM THE SCOPE OF SERVICES.....	17
18	TERM AND TERMINATION .....	17
19	CONSEQUENCE OF TERMINATION.....	18
20	ASSIGNMENT .....	19
21	FORCE MAJEURE .....	19
22	EQUALITY AND DIVERSITY .....	19
23	NON-WAIVER.....	19
24	PARTIAL INVALIDITY.....	20
25	DISPUTE RESOLUTION .....	20
26	ADDRESSES FOR NOTICES.....	20
27	WHOLE AND ONLY AGREEMENT .....	21
28	AMENDMENT AND CHANGE CONTROL .....	21
29	GOVERNING LAW .....	21
30	COUNTERPARTS.....	22

## 1 INTRODUCTION

When an Agreement is entered into between Transnet SOC Ltd [**Transnet**] and the appointed supplier of Services to Transnet [**the Service Provider**], these Standard Terms and Conditions of Contract, the technical specifications for the Services, a Work Order including such special conditions as may be applicable, and any terms in the associated Bid Documents, exclusively govern the provision of Services by the Service Provider to Transnet.

## 2 DEFINITIONS

Where the following words or phrases are used in the Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means the Agreement and its associated schedules and/or annexures and/or appendices, including the Work Order(s), specifications for the Services and such special conditions as shall apply to the Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed in writing between the Parties], which collectively and exclusively govern the provision of Services by the Service Provider to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under the Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to the Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means [●], notwithstanding the signature date of the Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
  - a) information relating to methods of operation, data and plans of the disclosing Party;
  - b) the contents of the Agreement;
  - c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
  - d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
  - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;

- f) information relating to the past, present and future research and development of the disclosing Party;
- g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- h) information contained in the software and associated material and documentation belonging to the disclosing Party;
- i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
- j) Copyright works;
- k) commercial, financial and marketing information;
- l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
- m) plans, designs, concepts, drawings, functions and technical requirements and specifications of the disclosing Party;
- n) information concerning faults or defects in goods, equipment, hardware or software or the incidence of such faults or defects; and
- o) information concerning the charges, Fees and / or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

2.7 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;

2.8 **Default** means any breach of the obligations of either Party [including but not limited to fundamental breach or breach of a fundamental term] or any Default, act, omission, negligence or statement of either Party, its employees, agents or Subcontractors in connection with or in relation to the subject of the Agreement and in respect of which such Party is liable to the other;

2.9 **Deliverable(s)** means any and all works of authorship, products and materials developed, written, prepared, assembled, integrated, modified or provided by the Service Provider in relation to the Services;

2.10 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;

2.11 **Fee(s)** shall mean the agreed Fees for the Services to be purchased from the Service Provider by Transnet, as detailed in the Work Order(s), issued in accordance with the Agreement, as amended by mutual agreement between the Parties and in accordance with the provisions of the Agreement from time to time;

2.12 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to the Agreement;

- 2.13 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.14 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.15 **Materials** means the Deliverables, the Service Provider Materials and the Third Party Materials;
- 2.16 **Parties** mean the Parties to the Agreement together with their subsidiaries, divisions, business units, successors-in-title and their assigns;
- 2.17 **Party** means either one of these Parties;
- 2.18 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.19 **Permitted Purpose** means any activity or process to be undertaken or supervised by Personnel or employees of one Party during the term of the Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.20 **Personnel** means any partner, employee, agent, consultant, independent associate or supplier, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.21 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the provision of Services;
- 2.22 **Service(s)** means [●], the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of the Agreement;
- 2.23 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider;
- 2.24 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;
- 2.25 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;
- 2.26 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of the Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;
- 2.27 **Tax Invoice** means the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;



- 2.28 **Third Party Material** means software, software development tools, methodologies, ideas, methods, processes, concepts and techniques owned by, or licensed to a third party and used by the Service Provider in the performance of the Services;
- 2.29 **Trade Marks** mean registered Trade Marks and trade mark applications and includes any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.30 **VAT** means Value-Added Tax chargeable in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time; and
- 2.31 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including timeframes, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to the Agreement from time to time.

### 3 INTERPRETATION

- 3.1 Clause headings in the Agreement are included for ease of reference only and do not form part of the Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word, acronym or phrase used in the Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in the Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

### 4 NATURE AND SCOPE

- 4.1 The Agreement is an agreement under the terms and conditions of which the Service Provider will arrange for the provision to Transnet of the Services which meet the requirements of Transnet, the delivery of which Services is controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider, in accordance with the Agreement.
- 4.2 Such Purchase Orders shall be agreed between the Parties from time to time, subject to the terms of the relevant Work Order(s).
- 4.3 Each properly executed Purchase Order forms an inseparable part of the Agreement as if it were fully incorporated into the body of the Agreement.
- 4.4 During the period of the Agreement, both Parties can make written suggestions for amendments to the Work Order(s), in accordance with procedures set out in clause 28 [*Amendment and Change Control*] below. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Work Order(s) conflicts with a like term, provision or condition in the Agreement and/or a Purchase Order, or where the Agreement is silent on the matter, the term, provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.

- 4.6 Time will be of the essence and the Service Provider will perform its obligations under the Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

## **5 AUTHORITY OF PARTIES**

- 5.1 Nothing in the Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to enter into an agreement in the name of the other; or give any warranty, representation or undertaking on the other's behalf; or create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

## **6 WARRANTIES**

- 6.1 The Service Provider warrants to Transnet that:
- a) it has full capacity and authority to enter into and to perform the Agreement and that the Agreement is executed by a duly authorised representatives of the Service Provider;
  - b) it will discharge its obligations under the Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
  - c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
  - d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and
  - e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.
- 6.2 The Service Provider warrants that it will perform its obligations under the Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 6.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.
- 6.3 The Service Provider warrants that for a period of 90 [ninety] days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] days of notification by

Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.

- 6.4 The Service Provider will remedy any defect within 30 [thirty] days of being notified of that defect by Transnet in writing.
- 6.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.
- 6.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 6.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 28 *[Amendment and Change Control]*.
- 6.7 The Service Provider warrants that:
- a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and
  - b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.
- The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.
- 6.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with the Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 6.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under the Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.
- 6.10 In compliance with the National Railway Safety Regulator Act, 16 of 2002, the Service Provider shall ensure that the Services, to be supplied to Transnet under the terms and conditions of the Agreement, comply fully with the specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Service Provider [as applicable] shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of the Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

## **7 TRANSNET'S OBLIGATIONS**

- 7.1 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Services as may be necessary for the Service Provider to perform the Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under the Agreement.
- 7.2 The Service Provider shall give Transnet reasonable notice of any information it requires in accordance with clause 7.1 above.
- 7.3 Subject to clause 13 [*Service Provider's Personnel*], Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under the Agreement.

## **8 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER**

- 8.1 The Service Provider shall:
- respond promptly to all complaints and enquiries from Transnet;
  - inform Transnet immediately of any dispute or complaint arising in relation to the provision of the Services;
  - conduct its business in a professional manner that will reflect positively upon the Service Provider and the Service Provider's Services;
  - keep full records clearly indicating all transactions concluded by the Service Provider relating to the performance of the Services and keep such records for at least 5 [five] years from the date of each such transaction;
  - obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Services and the conduct of the business and activities of the Service Provider;
  - observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993;
  - comply with all applicable environmental legislation and regulations, and demonstrate sound environmental policies, management and performance; and
  - ensure the validity of all renewable certifications, including but not limited to its Tax Clearance Certificate and B-BBEE Verification Certificate, for the duration of the Agreement. Should the Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.
- 8.2 The Service Provider acknowledges and agrees that it shall at all times:
- render the Services and perform all its duties with honesty and integrity;
  - communicate openly and honestly with Transnet and demonstrate a commitment to performing the Services timeously, efficiently and to the required standards;

- c) endeavour to provide the highest possible standards of service and professionalism, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Personnel, as well as all Transnet's officers, employees, agents and consultants, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination [as further referred to in clause 22 – *Equality and Diversity*];
- g) treat all enquiries from Transnet in connection with the Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
- h) when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image; and
- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the provision of Services.

## **9 FEES AND EXPENSES**

- 9.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.
- 9.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].
- 9.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
  - a) are agreed by Transnet in advance;
  - b) are incurred in accordance with Transnet's standard travel and expenses policies;
  - c) are passed on to Transnet at cost with no administration fee; and
  - d) will only be reimbursed if supported by relevant receipts.



- 9.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

## **10 INVOICING AND PAYMENT**

- 10.1 Transnet shall pay the Service Provider the amounts stipulated in the relevant schedule or Work Order, subject to the terms and conditions of the Agreement.
- 10.2 Transnet shall pay such amounts to the Service Provider, upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation as specified in the Work Order appended hereto, once the undisputed Tax Invoices, or such portion of the Tax Invoices which are undisputed become due and payable to the Service Provider for the provision of the Services, in terms of clause 10.4 below.
- 10.3 All Fees and other sums payable under the Agreement are exclusive of VAT, which will be payable at the applicable rate.
- 10.4 Unless otherwise provided for in the Work Order(s) appended to the Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] days after date of receipt by Transnet of the statement together with all undisputed Tax Invoices and supporting documentation.
- 10.5 Where the payment of any Tax Invoice, or any part thereof which is not in dispute, is not made in accordance with this clause 10, the Service Provider shall be entitled to charge interest on the outstanding amount at the Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.

## **11 FEE ADJUSTMENTS**

- 11.1 Fees for services rendered in terms of the Agreement shall be subject to review as indicated in the Work Order(s) annexed hereto from time to time.
- 11.2 No less than 2 [two] months prior to any proposed Fee adjustment, the Parties shall commence negotiations for Fees for the next period or as otherwise indicated and appended hereto.
- 11.3 Should Transnet and the Service Provider fail to reach an agreement on Fees for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 25 of this Master Agreement [*Dispute Resolution*].

## **12 INTELLECTUAL PROPERTY RIGHTS**

### **12.1 Title to Confidential Information**

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt, all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.
- b) Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This license shall not permit the Service Provider to sub-license to other parties.

- c) The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.

#### 12.2 Title to Intellectual Property

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in Transnet and the Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of the Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to the Service Provider for the assignment of any Foreground Intellectual Property from the Service Provider to Transnet, over and above the sums payable in terms of the Agreement. The Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.
- e) Subject to anything contrary contained in the Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably withheld or delayed], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

#### 12.3 Title to Improvements

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The

Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

#### 12.4 **Unauthorised Use of Confidential Information**

The Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

#### 12.5 **Unauthorised Use of Intellectual Property**

- a) The Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- c) The Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

### 13 **SERVICE PROVIDER'S PERSONNEL**

- 13.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.
- 13.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 13.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.

- 13.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under the Agreement.
- 13.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

#### **14 LIMITATION OF LIABILITY**

- 14.1 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury due to negligence; or
  - b) fraud.
- 14.2 The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with the Agreement. The Service Provider's liability arising out of this clause 14.2 shall be limited to a maximum amount payable in respect of any one occurrence or a series of related occurrences in a single calendar year, such amount to be agreed in writing by the Parties.
- 14.3 Subject always to clauses 14.1 and 14.2 above, the liability of either the Service Provider or Transnet under or in connection with the Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.
- 14.4 Subject to clause 14.1 above, and except as provided in clauses 14.2 and 14.3 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 14.5 If for any reason the exclusion of liability in clause 14.4 above is void or unenforceable, either Party's total liability for all loss or damage under the Agreement shall be as provided in clause 14.3 above.
- 14.6 Nothing in this clause 14 shall be taken as limiting the liability of the Service Provider in respect of clause 12 [*Intellectual Property Rights*] or clause 16 [*Confidentiality*].

## 15 INSURANCES

- 15.1 Without limiting the liability of the Service Provider under the Agreement, the Service Provider shall take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.
- 15.2 The Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 10 [thirty] days after date of policy renewals.
- 15.3 Subject to clause 15.4 below, if the Service Provider fails to effect adequate insurance under this clause 15, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance. The Service Provider shall promptly reimburse Transnet for any premiums paid, provided such insurance protects the Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Service Provider's liability.
- 15.4 In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 15.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Service Provider or Transnet may terminate the Agreement on giving the other Party not less than 30 [thirty] days prior written notice to that effect.

## 16 CONFIDENTIALITY

- 16.1 The Parties hereby undertake the following, with regard to Confidential Information:
- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other, without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
  - b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information, disclosed to it as a result of the Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in the Agreement;
  - c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information, without the prior written consent of such other Party, except when reasonably necessary for the purpose of the Agreement, in which case such copies shall be regarded as Confidential Information;



- d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to the Agreement;
- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such Party in the performance of the Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to the Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in the Agreement as if such person or entity has signed the Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of the Agreement by the person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

16.2 The duties and obligations with regard to Confidential Information in this clause 16 shall not apply where:

- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of the Agreement by that Party, or its Personnel; or
- b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
- c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or

d) is independently developed by a Party as proven by its written records.

16.3 This clause 16 shall survive termination for any reason of the Agreement and shall remain in force and effect from the Commencement Date of the Agreement and 5 [five] years after the termination of the Agreement. Upon termination of the Agreement, all documentation furnished to the Service Provider by Transnet pursuant to the Agreement shall be returned to Transnet including, without limitation all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

## **17 TOTAL OR PARTIAL FAILURE TO PERFORM THE SCOPE OF SERVICES**

Should the Service Provider fail or neglect to execute the work or to deliver any portion of the Service, as required by the terms of the Agreement or Work Order, Transnet may cancel the Agreement or Work Order in so far as it relates to the unexecuted work or rejected portion of the Service, and, in such event, the provision of any remaining commitment shall remain subject in all respects to these conditions.

## **18 TERM AND TERMINATION**

18.1 Notwithstanding the date of signature hereof, the Commencement Date if the Agreement is [●] and the duration shall be for a [●] [[●]] year period, expiring on [●], unless:

- a) the Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
- b) the Agreement is extended at Transnet's option for a further period to be agreed by the Parties.

18.2 Either Party may terminate the Agreement forthwith by notice in writing to the other Party where the other Party has committed a material Default and, where such Default is capable of remedy, has failed to remedy such Default within 30 [thirty] days of receiving notice specifying the Default and requiring its remedy.

18.3 Either Party may terminate the Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as may be amended from time to time], or if any action, application or proceeding is made with regard to it for:

- a) a voluntary arrangement or composition or reconstruction of its debts;
- b) its winding-up or dissolution;
- c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or
- d) any similar action, application or proceeding in any jurisdiction to which it is subject.

18.4 Transnet may terminate the Agreement at any time within 2 [two] months of becoming aware of a change of control of the Service Provider by notice in writing to the Service Provider. For the purposes of this clause, "control" means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.

18.5 Transnet may cancel any schedule or Work Order hereto at any time on giving the Service Provider 30 [thirty] days' written notice.

- 18.6 Notwithstanding this clause 18, either Party may cancel the Agreement without cause by giving 30 [thirty] days prior written notice thereof to the other Party.

## 19 CONSEQUENCE OF TERMINATION

- 19.1 Termination in accordance with clause 18 [*Term and Termination*] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive the Agreement or impliedly do so shall remain in force and in effect.
- 19.2 On termination of the Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.
- 19.3 To the extent that any of the Deliverables and property referred to in clause 19.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 19.4 In the event that the Agreement is terminated by the Service Provider under clause 18.2 [*Term and Termination*], or in the event that a Work Order is terminated by Transnet under clause 18.5 [*Term and Termination*], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a *pro rata* basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.
- 19.5 The provisions of clauses 1 [*Definitions*], 6 [*Warranties*], 12 [*Intellectual Property Rights*], 14 [*Limitation of Liability*], 16 [*Confidentiality*], 19 [*Consequence of Termination*], 25 [*Dispute Resolution*] and 29 [*Governing Law*] shall survive termination or expiry of the Agreement.
- 19.6 If either Party [**the Defaulting Party**] commits a material breach of the Agreement and fails to remedy such breach within 30 [thirty] Business Days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 19.7 Should:
- a) the Service Provider effect or attempt to effect a compromise or composition with its creditors; or
  - b) either Party be provisionally or finally liquidated or placed under judicial management, whether provisionally or finally; or
  - c) either Party cease or threaten to cease to carry on its normal line of business or default or threaten to default in the payment of its liabilities generally, or commit any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as may be amended from time to time];

then the other Party shall be entitled, but not obliged, to terminate the Agreement on written notice, in which event such termination shall be without any liability and without prejudice to any claims which either Party may have for damages against the other.

## **20 ASSIGNMENT**

Neither Party may assign the benefit of the Agreement or any interest hereunder except with the prior written consent of the other. Further, in the event that Transnet wishes to assign or novate the Agreement to any third party, the Service Provider agrees that it shall not unreasonably withhold or delay its consent to such assignment or novation and that it shall only be entitled to recover from Transnet any reasonable legal costs incurred by it as a direct result of such assignment or novation.

## **21 FORCE MAJEURE**

21.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under the Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.

21.2 Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of the Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 [ninety] days of the act of *force majeure* first occurring, either Party may thereafter terminate the Agreement with immediate notice.

## **22 EQUALITY AND DIVERSITY**

22.1 The Service Provider will not victimise, harass or discriminate against any employee of either Party to the Agreement or any applicant for employment with either Party to the Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.

22.2 Both Parties to the Agreement undertake that they will not, and shall procure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

## **23 NON-WAIVER**

23.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of the Agreement, shall not, in any manner, be construed to be a waiver of any of that Party's rights in that regard and in terms of the Agreement.

23.2 Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of the Agreement, or prejudice the right of that Party to institute subsequent action.

## 24 PARTIAL INVALIDITY

If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

## 25 DISPUTE RESOLUTION

- 25.1 Should any dispute of whatsoever nature arise between the Parties concerning the Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.
- 25.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.
- 25.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.
- 25.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 25.
- 25.5 This clause 25 is severable from the rest of the Agreement and shall remain in effect even if the Agreement is terminated for any reason.
- 25.6 This clause 25 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

## 26 ADDRESSES FOR NOTICES

- 26.1 The Parties to the Agreement select the physical addresses and facsimile numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of the Agreement, provided that either Party shall be entitled to substitute such other address or facsimile number, as may be, by written notice to the other:

a) **Transnet**

- (i) For legal notices: [●]  
Fax No. [●]  
Attention: Legal Counsel
- (ii) For commercial matters: [●]  
Fax No. [●]  
Attention: [●]

b) **The Service Provider**

- (i) For legal notices: [●]  
Fax No. [●]  
Attention: [●]
- (ii) For commercial matters: [●]



Fax No. [●]

Attention: [●]

26.2 Any notice shall be addressed to a Party at its physical address or delivered by hand, or sent by facsimile.

26.3 Any notice shall be deemed to have been given:

- a) if hand delivered, on the day of delivery; or
- b) if posted by prepaid registered post, 10 [ten] days after the date of posting thereof; or
- c) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day.

## **27 WHOLE AND ONLY AGREEMENT**

27.1 The Parties hereby confirm that the Agreement constitutes the whole and only agreement between them with regard to the subject matter of the Agreement.

27.2 The Parties hereby confirm that the Agreement replaces all other agreements which exist or may have existed in any form whatever between them, with regard to the subject matter dealt with in the Agreement, including any annexures, appendices, schedules or Work Order(s) appended hereto.

## **28 AMENDMENT AND CHANGE CONTROL**

28.1 Any requirement for an amendment or change to the Agreement or to a Work Order shall only be valid if it is in writing, signed by both Parties and added to the Agreement as an addendum hereto.

28.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 25 [Dispute Resolution].

## **29 GOVERNING LAW**

The Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

### **29.1 Change of Law**

In the Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to the Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Fees, Deliverables, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 25 [Dispute Resolution] above.

### **30 COUNTERPARTS**

The Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into the Agreement by signing any such counterpart.

oooOOOooo

"PREVIEW COPY ONLY"