

TRANSNET



freight rail

A Division of Transnet SOC Limited Registration number 1990/00900/30

REQUEST FOR QUOTATION

KBY/52786

KBY_13305

Senior Buyer
Supply Chain Services
TRANSNET FREIGHT RAIL
Austen Street
KIMBERLEY
8301



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No KBY/52786

FOR THE PROVISION OF AS AND WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO VARIOUS WATER AND SEWER NETWORKS KIMBERLEY REGION FOR A PERIOD OF TWENTY FOUR (24) MONTHS

FOR DELIVERY TO : TRANSNET FREIGHT RAIL, REAL ESTATE MANAGEMENT

ISSUE DATE : 07 MARCH 2014

CLOSING DATE : 25 MARCH 2014

CLOSING TIME : 10:00

"PREVIEW COPY ONLY"



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: [Tender box or courier]
CLOSING VENUE: [Tender box at physical address for hand delivery and courier:
 Transnet Freight Rail, Property Management Building, Supply Chain Services, Office no. 2, Austen Street, Beaconsfield]

1 Responses to RFQ

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

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

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

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point system is applicable to all bids:

- The 80/20 system for requirements with a Rand value of up to R1 000 000.00 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ must be cancelled.

The value of this bid is estimated to be below R1000 000.00 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

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

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic



Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

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

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

[Refer clause 18 below for Returnable Documents required]

2.2 B-BBEE Improvement Plan

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure B** appended hereto. *[Refer to Annexure B for further instructions]*

Guidance Notes

- *Note that for low value transactions, opportunities for B-BBEE Improvement are limited. Focus should be placed on longer term contracts.*

3 Communication

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

Name: Refilwe Ramothwala Email: Refilwe.Ramothwala@transnet.net



- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Maggie Pain on any matter relating to its RFQ response:

Telephone 053 838 3341 Email Maggie.Pain@transnet.net

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

4 VAT Registration

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

5 Legal Compliance

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

6 Changes to Quotations

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

7 Pricing

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

8 Prices Subject to Confirmation

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

9 Negotiations

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

10 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.

11 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.

12 Transnet's supplier integrity pact

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

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

YES		NO	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

13 Respondent's Samples

Respondents are required to submit samples of the Goods tendered for by it **only in cases where Transnet has specifically requested samples**. The sample(s) must be endorsed with the RFQ number and description and forwarded on or before the deadline date to the following addressee:

N/A

Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
Final weighted evaluation based on 80/20	<ul style="list-style-type: none"> • Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical • B-BBEE status of company - Preference points will be awarded to a bidder for

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



freight rail

<p>preference point system as indicated in paragraph Error!</p> <p>Reference source not found.</p>	<p>attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A.</p>
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14 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until _____.

15 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

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

YES NO

18 Returnable Documents

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

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

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ 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 Returnable Documents by so indicating [Yes or No] in the table below:



Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference 	
<ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference 	
<ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
<ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> • Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> • Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) 	
<ul style="list-style-type: none"> • Certified copies of the company's shareholding/director's portfolio 	
<ul style="list-style-type: none"> • Entity's letterhead 	
<ul style="list-style-type: none"> • Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> • Certified copy of valid Company Registration Certificate [if applicable] 	
Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	
ANNEXURE A – B-BBEE Preference Points Claim Form	

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

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

Additional Documents	SUBMITTED [Yes or No]
ANNEXURE B : B-BBEE Improvement Plan	



Section 2 QUOTATION FORM

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

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

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; 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:

SEE THE ATTACHED PRICING SCHEDULE!

Delivery Lead-Time from date of purchase order: _____ one (1) _____ [weeks]

Notes to Pricing:

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



Section 3

VENDOR APPLICATION FORM

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

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid Company Registration Certificate [if applicable]



[Redacted]									
Company Trading Name									
Company Registered Name									
Company Registration Number Or ID Number If A Sole Proprietor									
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor			
VAT number (if registered)									
Company Telephone Number									
Company Fax Number									
Company E-Mail Address									
Company Website Address									
Bank Name			Bank Account Number						
Postal Address							Code		
Physical Address							Code		
Contact Person									
Designation									
Telephone									
Email									
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million			
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 Service Supplied (E.G.: Stationery/Consulting)									
BEE Ownership Details									
% Black Ownership		% Black women ownership		% Disabled person/s ownership					
Does your company have a BEE certificate				Yes		No			
What is your broad based BEE status (Level 1 to 9 / Unknown)									
How many personnel does the firm employ			Permanent		Part time				
Transnet Contact Person									
Contact number									
Transnet operating division									
Duly Authorised To Sign For And On Behalf Of Firm / Organisation									
Name					Designation				
Signature					Date				
Stamp And Signature Of Commissioner Of Oath									
Name					Date				
Signature					Telephone No.				

FOR THE PROVISION OF AS AND WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO VARIOUS WATER AND SEWER NETWORKS KIMBERLEY REGION FOR A PERIOD OF TWENTY FOUR (24) MONTHS

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total/maximum of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

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

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

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

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

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

5. B-BBEE STATUS AND SUBCONTRACTING

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contributor 1 = _____ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

Partnership/Joint Venture/Consortium

One person business/sole propriety

Close Corporations

Company (Pty) Ltd

(v) Describe Principal Business Activities

.....
.....
.....

(vi) Company Classification [TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

"PRELIMINARY"

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

ANNEXURE B: B-BBEE IMPROVEMENT PLAN

KBY/52786:

FOR THE PROVISION OF AS AND WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO VARIOUS WATER AND SEWER NETWORKS KIMBERLEY REGION FOR A PERIOD OF TWENTY FOUR (24) MONTHS

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black ¹ persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
3. The percentage of the business owned by Black youth ²	<i>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
4. The percentage of the business owned by Black persons living with disabilities	<i>Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
5. New Entrants ³ (Early stage business)	<i>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</i>		

1 "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

2 "Black youth" means Black persons from the age of 16 to 35

3 "New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Other Executive Management	Required Response	Current Status (%)	Future Targets (%)
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
11. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Senior Management	Required Response	Current Status (%)	Future Targets (%)
12. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		
13. Black female employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		

Middle Management	Required Response	Current Status (%)	Future Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
Junior Management	Required Response	Current Status (%)	Future Targets (%)
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
Employees with disabilities	Required Response	Current Status (%)	Future Targets (%)
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from all Empowering Suppliers ⁴ based on the B-BBEE procurement recognition level	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		

⁴ "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

(c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

	as a percentage of total measured procurement spend		
20.	20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i>	
21.	B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i>	
22.	B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i>	
23.	B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i>	
24.	B-BBEE Procurement Spent from Designated Group ⁵ Suppliers that are at least 51% Black owned	<i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i>	

⁵ "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.



RFQ NUMBER WR/

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
VARIOUS, WATER AND SEWER NETWORKS, KIMBERLEY REGION.**

FOR A PERIOD OF 24 MONTHS

SCHEDULE OF DOCUMENTS

Section

1. **Notice to Bidders**
2. **Background, Overview and Scope of Requirements**
3. **Quotation Form**
4. **Resolution of Board of Directors (Respondent's Representative)**
5. **Certificate of Acquaintance with RFQ Documents**
6. **Service Fees and Costs**
7. **General Tender Conditions (CSS5 – Services)**
8. **Standard Terms and Conditions of Contract (US7 - Services)**
9. **Certificate of Attendance of RFQ Briefing**
10. **Project Specifications:**
 - Part A: Special Conditions**
 - Part B: Particular Specifications**
 - Written Instruction Form**
 - Claim / Quotation Form**
 - Quotation Authority Form**
 - Application and Indemnity Form**
11. **Safety Arrangements Act 85 of 1993 and Regulations (E4E)**
12. **Railway Lines and High Voltage Equipment (E7/1)**
13. **Supplier Declaration**
14. **Tax Declaration**
15. **Independent Contractor's Questionnaire (B1)**
16. **Company/Close Corporation Questionnaire (C1)**

Respondent's Signature

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Date and Company Stamp



SECTION 1

RFQ NUMBER WR/

PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO VARIOUS, WATER AND SEWER NETWORKS, KIMBERLEY REGION.

FOR A PERIOD OF 24 MONTHS

NOTICE TO BIDDERS

1. Quotations are requested from selected persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

On or after 03 November 2009 the RFQ documents may be inspected at, and are obtainable from the office of the Senior Buyer, Room 1, Ground Floor, Property Manager's Building, Austen Street, Kimberley.

Any additional information or clarification will be faxed or emailed to all potential Respondents, if necessary.

2. A compulsory pre-Quotation site meeting and briefing session will be conducted at the Property Manager's Building, Austen street, Beaconsfield in the Boardroom on the 03 November 2009, at 10h00 for a period of ± one hour. **(Respondent to provide own transportation and accommodation).**

Respondents failing to attend the compulsory site meeting and briefing session will be disqualified.

RFQ documents will be available during site meeting and briefing session.

The briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.

For specific queries before the closing of the RFQ, the following Transnet employee(s) may be contacted by email only:

Name :
Division : Supply Chain Services
Email :

Respondent's Signature

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Date and Company Stamp



- 3 Quotations must reach the Senior Buyer, Transnet Local Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	:	
Description	:	As and When Maintenance
Closing date and time	:	
Closing address (refer options paragraph 4 below)		

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Property Manager's Building, Austen Street, Kimberley, and should be addressed as follows:

THE SENIOR BUYER TRANSNET LOCAL ACQUISITION COUNCIL PROPERTY MANAGER'S BUILDING TENDER BOX AUSTEN STREET KIMBERLEY

The measurements of the "tender slot" are 260mm wide x 20mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 20mm thick) must be split into two or more files, and placed in separate envelopes.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public Monday to Friday from 08h00 till 16h00.

- 4.2 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Senior Buyer, Transnet Local Acquisition Council and a signature obtained from that Office.

THE SENIOR BUYER TRANSNET LOCAL ACQUISITION COUNCIL GROUND FLOOR PROPERTY MANAGER'S BUILDING OFFICE NO. 1 AUSTEN STREET KIMBERLEY

5. Please note that this RFQ closes punctually at **10:00 on Tuesday 10 November 2009**.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. **NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.**
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.



9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME's.

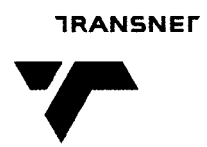
TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2009, as from 1 August 2009, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2009 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2009, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2009.

- 12.1 Enterprises will be rated by such Accreditation Agencies based on the following:
 - (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
 - (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)



(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**

- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

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

12.3 ***Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.***

<p>Turnover: Indicate your company's most recent annual turnover:</p> <p>R.....</p>

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

12.4 The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.



12.5 The respondent will provide Transnet with its DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBEE UNIQUE PROFILE NUMBER:

12.6 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

13 COMMUNICATION

Respondents are warned that a response will be liable to 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 enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Senior Buyer of the Transnet Local Acquisition Council, at telephone number 053 838 3483 or fax no. 011 774 9787 on any matter relating to its RFQ response.

14 RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

15 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy.
- (ii) Documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
 - Respondent's latest audited financial statements;
 - Respondent's valid Tax Clearance Certificate.

16 COMPLIANCE

The successful Respondent (hereinafter referred to as the "Supplier") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

17 ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date

Respondent's Signature

Date and Company Stamp



- The person or persons signing the Quotation must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf (if not the authorized signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of work during this process.

NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A QUOTATION BEING REJECTED**

18 DISCLAIMERS

Respondents are hereby advised that 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. In particular, please note that Transnet reserves the right to:

- modify the RFQ's Services 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
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

Respondent's Signature

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Date and Company Stamp



19 LEGAL REVIEW

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel.

Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption
on the part of Transnet's employees to
TIP-OFFS ANONYMOUS: 0800 003 056**

"PREVIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



SECTION 2

RFQ NUMBER WR/

PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO VARIOUS, WATER AND SEWER NETWORKS, KIMBERLEY REGION. FOR A PERIOD OF 24 MONTHS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. **BACKGROUND**

Transnet requires the provision of as & when maintenance and emergency of civil work to various, water and sewer networks, region.

2. **EXECUTIVE OVERVIEW**

Most Transnet Operating Divisions currently procure their service requirements through a number of service providers. Our objective is to source all activity through a Preferred Supplier(s) capable of servicing all Transnet Operating Divisions in locations around the country.

Transnet is seeking a partner(s) to provide solutions for its services nationally. It also seeks to improve its current processes for provision of these Services to its end user community throughout its locations.

The selected service provider(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- Transnet must receive proactive improvements from the Supplier with respect to provision of Services and related processes.
- Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.

Respondent's Signature

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Date and Company Stamp



- Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

3. SCOPE OF REQUIREMENTS

This contract covers the as & when maintenance and emergency of civil work to various buildings, water and sewer networks, Kimberley north region or other work arising out of or incidental to the above, or required of the contractor for the proper completion of the works in accordance to the true meaning and intent of the contract documents.

4. GENERAL INFORMATION

It is required that all Transnet operating divisions will be included in the scope of this Quotation.

The service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

5. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General Tender Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.

(a)	ZAR1.00 (South African currency) being equal to..... (foreign currency).% in relation to tendered price(s) (.....) to be remitted overseas by Transnet.
(b) (Name of country to which payment is to be made)
(c)	Beneficiary details : Name (Account holder) Bank (Name and branch code)..... Swift code Country
(d) (Applicable date of Exchange Rate used)

Respondent's Signature

Date and Company Stamp



6. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the "Supplier") shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFQ, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, 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 Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organization.

Accepted:

YES	
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NO	
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7. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
 - Quality of workmanship
 - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

Accepted:

YES	
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NO	
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8. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of Transnet to reduce the overall cost of transportation within South Africa during the duration of the contract.

Accepted:

YES	
-----	--

NO	
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If "yes", please specify.

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Quotation if there is insufficient space available.

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9. RISK

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to Transnet, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:

.....
.....
.....
.....

(ii) continuity of provision of the Service(s) (refer clause 6.9 of Form US7)::

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.....

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

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.....

(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 16 above)

.....
.....

Respondent's Signature

Date and Company Stamp



10. REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Name of Company	Contact Person	Telephone number

11. EVALUATION CRITERIA

Transnet will utilize the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Service level guarantees
- An explicit commitment to continuous improvement initiatives
- Compliance - Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References
- Fixed price for one year
- BBBEE status of company
- Additional value-added services

Respondent's Signature

Date and Company Stamp



SECTION 3

RFQ NUMBER WR/

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
VARIOUS, WATER AND SEWER NETWORKS, KIMBERLEY REGION.**

FOR A PERIOD OF 24 MONTHS

QUOTATION FORM

I/We _____

(name of company, close corporation or partnership)

of (full address) _____

carrying on business under style or title of (trading as) _____

represented by _____

in my capacity as _____

being duly authorized thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of Service Fees in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

Respondent's Signature

Date and Company Stamp



I/We accept that unless Transnet should otherwise decide and so inform me/us in the facsimile or letter of acceptance, 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.

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of the Services within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favorable Quotation.

I/We accept that any contract resulting from this offer will be for a period of 12 Months only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, 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. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE status or for any other reason.

VALIDITY PERIOD

Transnet desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

Respondent's Signature

Date and Company Stamp



This RFQ is valid until _____ (State alternative validity period/date).

TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the RFQ is submitted.

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

(iii) Full name(s) of director/member(s) Address/Addresses ID Number/s

Full name(s) of director/member(s)	Address/Addresses	ID Number/s
.....
.....
.....
.....
.....

Respondent's Signature

Date and Company Stamp



REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company's Registration Certificate with their Quotation.

NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services.

Name
Address

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information will have to be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

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

YES		NO	
-----	--	----	--

DECLARATION

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the Transnet Group:

YES		NO	
-----	--	----	--

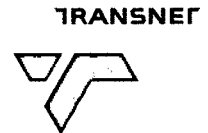
If YES, please indicate below:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER

ADDRESS

Respondent's Signature

Date and Company Stamp



Indicate nature of relationship (if any):

(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with Transnet)

PRICE REVIEW

The successful Respondent(s) will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses (see tick):

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent's Representative) - Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
Service Fees and Costs - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Certificate of attendance of RFQ Briefing – Section 9	√
Project Specifications – Section 10	√
Part A: Special Conditions	√
Part B: Particular Specifications	√
Written Instruction Form	√
Claim / Quotation Form	√
Quotation/Authority Form	√
Application and Indemnity	√
Safety Arrangements – Act 85 of 1993 and Regulations E4E – Section 11	√
Railway Lines and High Voltage Equipment E7/1 – Section 12	√
Supplier Declaration – Section 13	√
Tax Declaration – Section 14	√
Independent Contractor's Questionnaire B1 – Section 15	√
Company / Close Corporation or Trust Questionnaire C1 – Section 16	√
All Other Compulsory Returnable Documents (Certified Copies)	
Audited Financials for previous year	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate / Auditor letter	√
CIDB Registration Certificate	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 as indicated in the footer of each page, must be signed and dated by the Respondent.

 Respondent's Signature

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 Date and Company Stamp



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

SIGNED at _____ on this _____ day of _____ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1

1

2

2

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

Respondent's Signature

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Date and Company Stamp



SECTION 4

RFQ NUMBER WR/

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
VARIOUS , WATER AND SEWER NETWORKS, KIMBERLEY REGION.
FOR A PERIOD OF 24 MONTHS**

SIGNING POWER: RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorized to enter into, sign, execute and complete any documents relating to Tenders, Quotations and/or Contracts for the supply of Goods.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondent's Signature

Date and Company Stamp



SECTION 5

RFQ NUMBER WR/

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
VARIOUS, WATER AND SEWER NETWORKS, DE AAR REGION.**

FOR A PERIOD OF 24 MONTHS

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognize no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2009

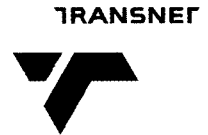
WITNESS: _____

SIGNATURE OF RESPONDENT

Respondent's Signature

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Date and Company Stamp



SECTION 7

RFQ NUMBER WR/

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
VARIOUS, WATER AND SEWER NETWORKS, KIMBERLEY REGION.**

FOR A PERIOD OF 24 MONTHS

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

"PREVIEW COPY ONLY"

Respondent's Signature

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44

Date and Company Stamp



SECTION 6

RFQ NUMBER WR/

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
 VARIOUS WATER AND SEWER NETWORKS, DE AAR REGION.**

FOR A PERIOD OF 24 MONTHS

SERVICE FEES AND COSTS

Maintenance/breakdowns	QTY	UNIT	UNIT PRICE	RATE
Normal hours 07: 00 – 17: 00				
Foreman Standard rate		Hour		R
Bricklayer Standard rate		Hour		R
Plumber Standard rate		Hour		R
General Worker only		Hour		R
Traveling costs (One Way Only) (Only for outside of the 12km radius)		Km		R
Sub-Total (A)				R
Maintenance/breakdowns	QTY	UNIT	UNIT PRICE	RATE
Over time				
Foreman Standard rate		Hour		R
Bricklayer Standard rate		Hour		R
Plumber Standard rate		Hour		R
General Worker only		Hour		R
Traveling costs (One Way Only) (Only for outside of the 12km radius)		Km		R
Sub-Total (B)				R

Respondent's Signature

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Date and Company Stamp



Maintenance/breakdowns	QTY	UNIT	UNIT PRICE	RATE
Saturday				
Foreman Standard rate		Hour		R
Bricklayer Standard rate		Hour		R
Plumber Standard rate		Hour		R
General Worker only		Hour		R
Traveling costs (One Way Only)		Km		R
(Only for outside of the 12km radius)				
Sub-Total (C)				R
Maintenance/breakdowns	QTY	UNIT	UNIT PRICE	RATE
Sunday/Public holiday				
Foreman Standard rate		Hour		R
Bricklayer Standard rate		Hour		R
Plumber Standard rate		Hour		R
General Worker only		Hour		R
Traveling costs (One Way Only)		Km		R
(Only for outside of the 12km radius)				
Sub-Total (D)				R
Sub-Totals (A+B+C+D)				R
Add 14% VAT				R
TOTAL:-				R

Amount in words

Respondent's Signature

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Date and Company Stamp



Percentage Mark Up for Handling of Material:

As per invoice from supplier plus _____% handling charge (this invoice must be attached to VAT invoice from Contractor).

Percentage Mark Up for Hiring of Plant and Equipment:

As per invoice from supplier plus _____% handling charge (this invoice must be attached to VAT invoice from Contractor).

SIGNED at _____ on this _____ day of _____ 2012.

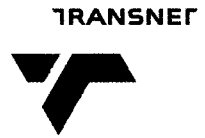
(BIDDER) _____

AS WITNESSES: 1. _____ 2. _____

"PREVIEW COPY ONLY"

Respondent's Signature

Date and Company Stamp



SECTION 8

RFQ NUMBER WR/

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
VARIOUS, WATER AND SEWER NETWORKS, KIMBERLEY REGION.**

FOR A PERIOD OF 24 MONTHS

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

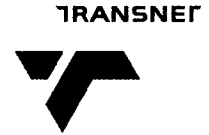
**Respondents should note the obligations as set out in
Clause 19 of the General Tender Conditions (Section 7) which reads as follows:**

"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative? Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."

Respondent's Signature

-28
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Date and Company Stamp



SECTION 9

RFQ NUMBER WR/

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
VARIOUS, WATER AND SEWER NETWORKS, DE AAR REGION.
FOR A PERIOD OF 12 MONTHS**

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -

- 1.
- 2.

Representative(s) of (name of company)

attended the site meeting / briefing session in respect of the proposed Goods to be rendered in terms
of this RFQ on2009.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

Respondent's Signature

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Date and Company Stamp



SECTION 10

RFQ NUMBER WR/

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
VARIOUS, WATER AND SEWER NETWORKS, DE AAR REGION.**

FOR A PERIOD OF 24 MONTHS

SPECIAL CONDITIONS PART A

1. Scope of work

- 1.1 This contract comprises the performance of general emergency repair work and minor “Day to Day” maintenance work (in the civil and water and sewer networks trades) to Transnet assets in Kimberley and within a 350 km radius of the Station...
- 1.2 The contract will be valid for a period of 24 months or until the total payment has reached an amount of R500 000 (excluding VAT), whichever occurs first.
- 1.2 The Contractor shall perform the work in accordance with this specification on an “as and when required” basis.
- 1.3 The Agreement referred to as the Main Agreement will be the binding document. Notwithstanding this the clauses in this Part A will take preference to that as in the Main Agreement.
- 1.4 The prices shall be **inclusive** of traveling within 12 Km radius from the station. However, if the work is outside this 12 km then the contractor shall be compensated for this as per the Schedule of Rates and Prices under item 3.
Note this rate is from the 12 km radius to the requested work site and the price is inclusive of the return trip (only one way shall be paid for).

Respondent's Signature

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Date and Company Stamp



1.5 **DEFINITIONS:**

1.5.1 **Emergency Work** – means unforeseen maintenance work that needs to be repaired urgently and Emergency Work **MUST** commence within two hours of notification

1.5.2 **Day to Day work** – means maintenance work which unlike emergency work, is not classified as urgent and Day to Day work **MUST** commence within twenty-four hours of notification.

2. **Site Location:**

The sites are situated in the De Aar area.

3. **Contract documents:**

A formal contract incorporating:-

- 3.1 Contract and General conditions of contract, and
- 3.2 Specification;
- 3.3 RFP Documents, and
- 3.4 Letter of confirmation of his RFP.

The bidders are required to acquaint themselves with the contents of the aforesaid documents and complete the following forms:

- **Notice to bidders**
- **Schedule of Rates and Prices**
- **Site inspection certificate.**
- **Statement of work successfully completed.**
- **Vendor Declaration Form.**

4. **Specification:**

This specification comprises parts with headings as indicated: -

Master Agreement – US7	
PART A - General & Special conditions	
PART B - Particular Specification	

Respondent's Signature

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Date and Company Stamp



The bidders are required to check the number of pages and should any be found to be missing or in duplicate or the figures or writing to be indistinct or should there be any doubt or obscurity as to the meaning of any particular word or phrase or descriptions or should bidders consider that any item is incorrectly or inadequately described they must inform the Senior Buyer, Supply Chain Services at once in writing under reference and have the matter rectified or explained as the case may be as no liability whatsoever will be admitted by Transnet in respect of errors in a tender due to the foregoing.

No alterations, erasures or additions of any kind shall be made by the bidder in, from or to any part of this specification unless expressly required to be made by written notice and should any unauthorized alterations, erasures or additions be made they will not be recognized by Transnet.

5. Conditions:

5.1 The Contractor shall provide sufficient communication facilities including a fax machine in order that he may be reached at any time and place during the duration of the contract. The Contractor must be available on a twenty-four hour basis and be able to respond to any emergency request within two hours after he is notified thereof:

5.2 The Contractor shall also provide:

5.2.1 Satisfactory proof of his or his staff's qualifications for the task required before Transnet will permit him/her to commence this task duty. Acceptable proof of qualifications shall be:

- a trade test diploma (plumber) from the Department of Manpower issued at a test centre; or
- a completed contract of apprenticeship; or
- proof of qualification acceptable to the Department of Manpower in the case of qualified artisans (plumber) from a foreign country.
- a license for water connections, if applicable; or
- a registered plumber as per the SABS 0400, if applicable.
- Or any competency as need and recognized by the Department of Labour.

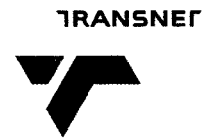
5.2.2 Proof that he is able to perform all kinds of general repair work:

If the workmanship is not of standard albeit that the incumbent who undertakes the work is qualified as per clause 3.2.1, Transnet reserves the right to ask that this incumbent be removed from doing work for Transnet.

Respondent's Signature

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Date and Company Stamp



The successful bidder shall give a list of his employees who shall perform the various tasks to Transnet.

5.2.3 Insurance cover and taxes/levies:

- The contractor is to ensure that he provides adequate insurance cover all as per that attached indemnity form, as Transnet shall not be liable for any claims that may arise due to the contractors neglect
- The Contractor shall pay any and all applicable taxes payable by the qualified artisans, workmen's compensation, duties of fees assessed or levied by the Central Government, Provincial or Local Authority or a regional service council as a result of the services provided by the Contractor in terms of this Agreement.

5.2.3 NB: THE CONTRACTORS DEPOT AND STAFF MUST BE STATIONED IN DE AAR.

6. Health and safety

The contractor shall perform all duties in accordance with the Occupational Health and Safety Act 1993. The Form E4E is included and must be complied with.

7 Records to be kept:

The contractor shall keep daily records, time sheets and such other records or documents as may be necessary to enable the parties to determine exactly how many hours per day (including overtime) the Contractor has been in Transnet's service:

8. Sub-contractor

The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Manager. Breach of this condition will entitle Transnet to cancel the contract forthwith.

9. Price structure and payment

When making a claim for payment, the Contractor shall submit an informal claim

Respondent's Signature

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Date and Company Stamp



for the consideration of the Technical Advisor. Only upon agreement being reached on the amount to be included in the payment certificate, will the Contractor is required to submit a complete and correct VAT invoice. Payment will be effected on or before the end of the calendar month following the calendar month in which the work was performed.

Please note: A maximum of 23 interim payments (based on work completed on a monthly basis, after the receipt of a VAT invoice) The Contractor must indicate on his Tax Invoice Transnet Freight Rail's reference number, description of the work, Labour amount, material amount, kilometers travelled and the amount claimed (attach copy of material tax invoice) and a final payment will be made.

10. VAT

Rates shall be quoted exclusive of Value Added Tax. Provision is made in the Summary of Prices for the lump-sum addition of Value Added Tax.

10. Impossibility of performance

Should any of the obligations of any party to this Agreement become objectively impossible of performance, such party shall be exempted from its obligations under this Agreement, if:

- The circumstances that rendered performance impossible was enforceable at the time of contracting and the party concerned displayed reasonable care and diligence in attempting to avoid the consequences thereof, or
- The circumstances that rendered performance impossible was foreseeable at the time of contracting but was beyond the control of the party concerned, provided that such party could not reasonably have expected to have taken it into account in undertaking his contractual obligations and displayed reasonable care and diligence in attempting to avoid the consequences thereof
- Such exemption shall, however, operate only for the period during which the relevant circumstance prevails. Notice of such circumstances shall be conveyed to the other party in writing without delay.

11. Breach

Respondent's Signature

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Date and Company Stamp



In the event of the Contractor failing to do the work or task as requested this will be a breach of the Agreement, and persisting or repeating such conduct, after having received written notice by the party to remedy such breach within seven (7) days after receiving the notice, the aggrieved party may forthwith cancel this Agreement by written notice to the other party. Furthermore all cost incurred by Transnet owing to this breach could be recovered by Transnet:

12. General

The parties choose as domicile citandi ex executandi and also to which any notice arising from the Agreement can be forwarded, the address as stated in the Agreement.

13. Advertising rights

The Contractor acknowledge that he is acquainted with the provisions of section 14(2) of the Merchandise Marks Act of 1941, in terms of which he is prohibited from advertising the fact that he is a Contractor to Transnet unless the written authority of Transnet thereto has first been obtained. Transnet reserves all advertising rights on Transnet's property.

The Contractor shall not trade on Transnet's property.

14. Compliance with statures

The Contractor shall comply with the provisions of the Workman's Compensation Act, 1941, as amended; the Occupational Health and Safety Act, 1993, (Act 85 of 1993) Provincial Ordinances and local Authority By-Laws, and all relevant Regulations framed there under.

Compliance with all applicable legislation shall be entirely at the Contractor's cost.

15. Supervision

The Manager will delegate a responsible Project Manager to take control of the supervision and management of the agreement. The contractor shall only respond to instructions given by the appointed Project Manager writing, any instruction that is not given via the delegated manager will be null and void.

16. Damages to property

Respondent's Signature

Date and Company Stamp



The successful bidder shall take adequate precautions against damage to existing assets during the course of the agreement. An Indemnity form shall be filled in by the successful bidder.

17. Validity period of tender

This RFP shall remain valid for a period of 90 days after the closing date of the RFP.

18. Inspection of work

During the progress of the agreement, all materials used and all work being undertaken by the Contractor shall be subjected to periodic inspections.

Should at any stage in the progress of the said works, an inspection visit or test reveal any defects due to improper materials or workmanship or any other fault or neglect on the part of the Contractor, such defective materials or workmanship shall immediately be replaced or remedied by the Contractor at his own expense and to the entire satisfaction of the authorized representative.

19. Period of appointment

The Contractor appointment in terms of this Agreement shall commence from the notification date and continue thereafter for a period of 24 months or R500 000.00 (excluding VAT) in monetary terms.

20. Penalties for delay

The contractor shall be required to complete each part of the work as given in the site instruction book within a period as agreed to by Transnet's representative.

Notwithstanding that above emergency work shall be reacted upon immediately and the situation made safe and if a burst pipe the water shutdown to prevent waste. Furthermore that repair work shall be then repaired as soon as practically possible.

Failing completion of the work within the period as stipulated above, the contractor shall pay to Transnet as penalty the sum of R200.00 (Two Hundred Rand) for every day or part thereof during which the works remain incomplete.

21. Water supply:

Respondent's Signature

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Date and Company Stamp



Water may be made available for the purpose of construction of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Transnet. The Contractor must supply all connections, hoses, etc., as necessary. The constant supply of water is not guaranteed

22. Electricity supply:

Electricity may be made available to the Contractor. The contractor must adhere to the safety standards as per the General Safety Regulations, Electrical Machine Regulations, Electrical Installation Regulations of the **Health and Safety Act**, (Act 85 of 1993) and SABS 0142. The Contractor must supply all connections, extension leads, etc., as necessary. The constant supply of electricity is not guaranteed

24. Access to site:

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet in every way. Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

25. Materials found on site:

The Contractor shall not use on the works any materials found on the site without the prior written consent of the manager. No material that is lying on the site (other than that from this agreement) or on Transnet's property, may be removed (even if deemed as scrap) by the contractor.

26. Clearing of site:

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind throughout the duration of the agreement. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

Working outside normal working hours:

Respondent's Signature

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Date and Company Stamp



Notwithstanding the Agreement the normal working hours are between 07:30 and 16:00 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Transnet will not unreasonably withhold permission; however the Contractor may have to pay for Transnet's supervisory personnel.

27. Safety precautions and Insurance:

27.1 Damage to Transnet's Assets and liability

The contractor shall provide the insurance for the following: -

- ◆ Contract Work; (this insurance excludes the old (scrap) material removed from the structure such as the roof sheeting)
- ◆ Public Liability;

27.2. Act 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993).

27.3 Environment

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

27.4 Additional documents and numbers to be supplied

Compensation for Occupational Injuries and Diseases Act, 1993

Registration number: _____

VAT Registration Number: _____

A certified copy of the Compensation form, VAT, relevant form as well as the ID document must be submitted with tender documents.

Respondent's Signature

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Date and Company Stamp



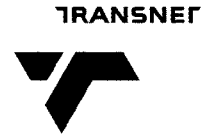
28. Tax clearance certificates:

Bidders would be disqualified if a valid tax clearance certificate or written proof from the South African Revenue Service that the supplier has made arrangements to meet outstanding tax obligations is not submitted with the RFP documents.

"PREVIEW COPY ONLY"

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PARTICULAR SPECIFICATION PART B

1. GENERAL

1.1 Standard Specification

In so far as they can be applied and where they are not inconsistent with the terms of this specification, the following specifications shall be regarded as being embodied in this specification.

1.1.1 Transnet's Specifications (Enclosed)

Specification for work on, over, under or adjacent to railway lines and near high voltage equipment E7/1

1.1.2 SABS Specifications (To be obtained by the tenderer)

CIVIL STANDARDS	SABS 1200
NATIONAL BUILDING REGULATIONS	SABS 0400
Water Supply and drainage for buildings:	
PART 1 WATER	SABS 0252-1
PART 2 DRAINAGE	SABS 0252-2

Guidelines for the provision of Engineering services in Residential Townships - by Department of Community Development.

JASWICK Approval for all plumbing fittings and pipes.

1.2 To be supplied by the Contractor

1.2.1 Costs to be include in Labour Rates

The Contractor shall provide all labour, transport , consumable stores, plant, equipment, tools, services, and ingredients of every description required for the carrying out and the proper completion of the Works as required and the costs thereof shall be INCLUDED in the rates.

NOTE: - Typical Plant and equipment to be supplied include.

An item such as a small portable generator to provide power for a "Light" or "electric hand tools", or small water pump required to empty a small excavation (60 minutes of pumping) is not consider as "Hired Plant" but such items are included in items to be supplied by the contractor as specified above.

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1.2.2 Material (Will be paid for)

The Contractor shall purchase and provide all material required for the proper completion of the works.

These cost shall be paid for as per the amounts reflected on the Invoice of the supplier plus the percentage “Mark up for handling Charge” as per the Schedule of rates.

The suppliers Invoice will submitted when making a claim

1.2.3 Hire of Plant and Equipment (Will be paid for)

The Contractor shall hire and provide all Large items of Plant or Equipment, over and above the normal tools of the trade, required for the proper completion of the works.

These cost shall be paid for as per the amounts reflected on the Invoice of the supplier plus the percentage “Mark up for handling Charge” as per the Schedule of rates.

The suppliers Invoice will submitted when making a claim

Examples of “Hired Plant”:-

The hire of and excavator.

Large Compressor with Jack Hammers or Concrete Mixer.

Large Water pump for continuous pumping of water over an extended period.

1.3. Instructions to the contractor

All instructions to the Contractor shall be confirmed in writing and only requests that are received in writing, (Fax or written in the recognized SI book) will be accepted for payment. Where work is of an emergency nature, the Project Manager may give a verbal instruction that must be confirmed in writing as soon as possible.

No work must be performed without a reference number.

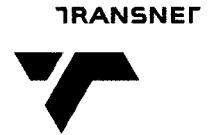
The contractor shall then record, in writing the event/incident in detail Using Annexure 1 (Claim /Quote form) detailing the work performed
Example, say a burst pipe:-

- Date and time received the request
- Reaction Time :- Date and time that the work was started
- Date and time that the work was completed.
- The size of the pipe
- The depth of the pipe in the ground (top of pipe to ground level)

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- The position of the pipe in relation to buildings (measure distance from corners of buildings, two measurements and give asset number of the building)
- State labour used to perform the work.
- State all the material used to repair the pipe (Invoice Required)
- State all the Plant that had to be hired (Invoice Required)

PLEASE NOTE:

- For “Day to Day work” a quote may be requested, before the work commences in which case the Contractor will fully complete the Annexure 1 and submit to the Project Manager for approval.:
- The Project Manger, if required, may request that a detailed Material quotation from a supplier be submitted.
- Should there be any disagreement between the Project Manager and the Contractor the items will be negotiable and agreed upon.

1.4 Site meetings

The Contractor shall be called upon to attend meetings on the site to ensure that the works is undertaking correctly and complies with the specification.

1.5 Recording of the works

The Contractor shall keep and maintain accurate records in the site diary of all work so that the extent of the work relative to tests carried out on the material can readily be determined.

1.6 Setting out of the works

The setting out of the work shall be the sole responsibility of the Contractor and shall be done in accordance with the “Guidelines for the provision of Engineering Services in Residential Townships” by The Department of Community Development.

1.7 Keep site tidy:

The Contractor shall keep the site tidy at all times and remove all old material and such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

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SECTION 2

2.1 EARTHWORKS

2.1.1 Disposal of soil

All excavated material, and other surplus material or backfill shall be carted and disposed of by the contractor to an approved dump site.

2.1.2 Excavation generally

The excavation to the base of the lowest layer of imported material shall be done to the cross slopes, net width, etcetera, all as indicated in the site instruction book or drawing (where given). Trench excavation to be in accordance with SABS 1200 - risk of collapse, dealing with ground water, seepage and keeping the excavation free from water, backfilling, working space.

2.1.3 Pipes, services, cables and fittings

The Contractor shall verify the location of underground services on site. The contractor shall take special precautions not to damage any water pipes, cables, sewer mains, services or fittings. If any of the aforementioned is damaged, it shall be for the contractors account.

2.1.4 Compaction of the insitu

The contractor shall water and compact the upper 150mm of the insitu material, and as described in clauses 2.2.1, 2.2.2 and 2.2.3 before placement of any material in the next layer. (See Clause 10 of PART "A") The insitu material shall have at least 93 % Mod AASHTO density.

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SECTION 3

3.1 Adhere to the time

Adhere to the time allowed per task/request given by representative, based on times as laid down in Transnet's bonus work manuals / schedules or on manufacturer's standard times, without neglecting the standard of workmanship.

Be subject to the control, authority and supervision of Transnet.

3.2 Quality

In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the Contractor, Transnet shall forthwith notify the Contractor thereof. The Contractor shall then forthwith redo the complete work at his own expense to the satisfaction of Transnet.

Guarantee the quality of his workmanship for a period of four (4) months.

3.3 Traveling:

See clause 1.4 of the Part A as no traveling time is allowed for within the radius of 12 km from the station. Therefore, the price is inclusive of traveling in this zone.

If work is outside this zoning that the contractor shall be compensated for this via a rate as per the schedule of quantities. This shall be from the 12 km radius to the requested work. This price is inclusive of return trip. NOTE: rate is only for one way the return trip is not allowed for and must be included in the rate.

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WRITTEN INSTRUCTION FORM

FOR THE AS AND WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO VARIOUS AND SEWER NETWORKS, DE AAR REGION.

FAULTS .

<u>REFERENCE</u>	<u>PLACE</u>	<u>DESCRIPTION</u>	<u>ASSET No.</u>

PLEASE NOTE:
Should the cumulative amount spent approach the **R500 000.00** limits, the issue of work will be curtailed.

**MAINTENANCE SUPERVISOR
PROPERTY TECHNICAL SERVICES**

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Annexure 1

WR/

CLAIM FORM / QUOTE FORM PART B

REQUEST: _____

CONTRACTOR, TRADING AS: _____

TELEPHONE _____ **FAX** _____ **CELL** _____

REPORTED DATE _____ **TIME** _____ **Via Fax or Site Instruction Book** _____

DATE STARTED _____ **TIME** _____ **DATE COMPLETED** _____ **TIME** _____

IF WATER PIPE OR SEWER OR STORM WATER

Depth of pipe _____ **Size of pipe** _____ **Type of Pipe** _____

Position of fault i.e. distance from building/structure/mast post/fence post, etc.

X _____ **metre from** _____ **Y** _____ **metre from** _____

COSTS:

Materials	R	C
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Plant/equipment		
_____	_____	_____
_____	_____	_____
Labour		
_____	_____	_____
_____	_____	_____
Travel		
_____	_____	_____

For use by Transnet Freight Rail's Representative:

Approved _____ **Adjustments if any** _____

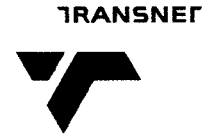
GL _____ **CoCe** _____ **Asset** _____

Purchase Order Number _____

 Respondent's Signature

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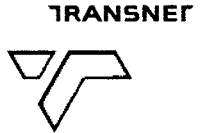
 Date and Company Stamp



ANNEXURE 2: QUOTATION/AUTHORITY FORM: PART B: RFQ No. WR/				
FROM:		TO:		
DISCRIPTION	QTY	UNIT	UNIT PRICE	RATE
Material				
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
Material costs				R
Plus handling costs %				R
Sub-Total (A)				R
TOTAL CARRIED FORWARD				R

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ANNEXURE 2: QUOTATION/AUTHORITY FORM:				
PART B: RFQ No. WR/				
FROM:		TO:		
DISCRIPTION	QTY	UNIT	UNIT PRICE	RATE
Hire Plant and Equipment				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
				R
Material costs				R
Plus handling costs %				R
Sub-Total (A1)				R
TOTAL CARRIED FORWARD				R

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TOTAL BROUGHT FORWARD | R

Maintenance/breakdowns	QT Y	UNIT	UNIT PRICE	RATE
Normal hours 07: 00 -- 17: 00				
Foreman Standard rate		Hour		R
Bricklayer Standard rate		Hour		R
Plumber Standard rate		Hour		R
General Worker only		Hour		R
Traveling costs (One Way Only) (Only for outside of the 12km radius)		Km		R
Sub- Total (A)				R
Over time				
Foreman Standard rate		Hour		R
Bricklayer Standard rate		Hour		R
Plumber Standard rate		Hour		R
General Worker only		Hour		R
Traveling costs (One Way Only) (Only for outside of the 12km radius)		Km		R
Sub- Total (B)				R
Saturday				
Foreman Standard rate		Hour		R
Bricklayer Standard rate		Hour		R
Plumber Standard rate		Hour		R
General Worker only		Hour		R
Traveling costs (One Way Only) (Only for outside of the 12km radius)		Km		R
Sub- Total (C)				R

TOTAL CARRIED FORWARD | R

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Date and Company Stamp



TOTAL BROUGHT FORWARD				R
Maintenance/breakdowns	QT Y	UNIT	UNIT PRICE	RATE
Sunday/Public holiday				
Foreman Standard rate		Hour		R
Bricklayer Standard rate		Hour		R
Plumber Standard rate		Hour		R
General Worker only		Hour		R
Traveling costs (One Way Only)		Km		R
(Only for outside of the 12km radius)				
Sub- Total (D)				R
Sub-Totals (A+B+C+D)				R
Add 14% VAT				R
TOTAL:-				R

Approved: _____ Adjustments if any: _____

GL _____ CoCe: _____ Asset: _____ PO: _____

 Respondent's Signature

 Date and Company Stamp



APPLICATION AND INDEMNITY

I/We _____ in my/our capacity as _____
and being duly authorized to represent _____ hereby apply to TRANSNET on my/our
behalf for permission to enter into TRANSNET'S properties in the Northern Cape
(hereinafter referred to as the "permission").

I/We hereby agree to accept liability and agree to pay all charges that may be raised by TRANSNET in respect
of labour, material, use of plant, vehicles or craft, etc. in connection with or arising from the permission to
work.

I/We hereby indemnify TRANSNET against liability for any damage caused to my/our property or that of
my/our client and also indemnify TRANSNET against:

- i) Any damage to its property;
- ii) Liability in respect of any damage to the property of third parties;
- iii) liability in respect of death of or injury to any employee of
TRANSNET or the death of or injury to any third party;
- iv) any legal costs or expenses reasonably incurred in connection with
Claims or actions arising out of any of the foregoing;

whenever the damage, injury or death contemplated above is due to or arises out of the permission to work, or
the use of any article or thing in connection with the performance of the work; provided that the party giving
this indemnity shall incur no liability hereunder for any damage, injury or death which is due to willful
misconduct or gross negligence on the part of TRANSNET or any of its employees.

SIGNED at _____ on this _____ day of _____ 2009.

(CONTRACTOR)

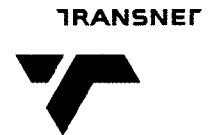
AS WITNESSES:

- 1. _____
- 2. _____

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SECTION 11

RFP NUMBER WR/KBY/50561

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
VARIOUS, WATER AND SEWER NETWORKS, KIMBERLEY REGION.**

FOR A PERIOD OF 24 Months

Safety Arrangements – Act 85 of 1993 and Regulations E4E

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

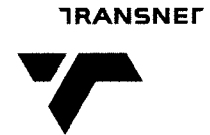
1. General

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as “Transnet”) are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before 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 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.

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

2. Definitions

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

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

- (a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

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

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

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

2.6 "**health and safety file**" means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;

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- 2.7 **“Health and Safety Plan ”** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **“Risk Assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **“the Act”** means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

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

Includes the demolition of a structure exceeding a height of 3 meters; or

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 meters above ground or a landing.

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.

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.

Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.

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

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personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

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.

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 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.

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- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
 - (b) The analysis and evaluation of the hazards identified;
 - (c) A documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - (d) A monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted 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 are performed in compliance with the Act and Regulations;
 - (c) The safety equipment, devices and clothing to be made available by the Contractor to his employees;
 - (d) The site access control measures pertaining to health and safety to be implemented;
 - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
 - (f) The introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations

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as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed to between them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organization, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

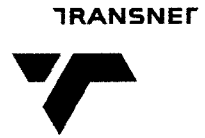
6. **Fall Protection Plan**

- 6.1 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;

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- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) The procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

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SECTION 12

RFP NUMBER WR/KBY/50561

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
VARIOUS, WATER AND SEWER NETWORKS, KIMBERLEY REGION.**

FOR A PERIOD OF 24 Months

Railway Lines and High Voltage Equipment E7/1

E7/1 (July 1998)

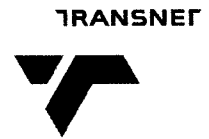
**SPECIFICATION FOR WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH
VOLTAGE EQUIPMENT**

(This Specification shall be used in Transnet Contracts)

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CONTENTS

<u>CLAUSE</u>	<u>DESCRIPTION</u>
1.	<u>DEFINITIONS</u>
	<u>PART A - GENERAL SPECIFICATION</u>
2.	Authority of officers of Transnet
3.	Contractor's representatives
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26.	Traction returns circuits in rails
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28.	High-voltage electrical equipment not maintained And/or operated by Transnet
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1.	Horizontal clearances 1 065 mm gauge
2.	Vertical clearances 1 065 mm gauge
3.	Clearances 610 mm gauge
4.	Platform clearances

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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'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.

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

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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 Technical Officer 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 Technical Officer 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 Technical Officer, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 14 days before they are required. Transnet does not undertake to grant an occupation or work permit for any particular date, time or duration.

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- 4.5 Transnet reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 4.6 to 4.8.
- 4.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.
- 4.7 When the Contractor is notified less than 2 hours before the schedule starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit.
- 4.8 Reimbursement the Contractor for any loss of working time in terms of 4.6 and 4.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Technical Officer certifies that no other work on which the labour and plant could be employed was immediately available.
- 4.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Technical Officer written confirmation of the date, time and duration of the occupation.
- 4.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of form no. T.1276 signifying that he is aware of the limits within which work may be undertaken. After the work for which the permit was granted has been completed, or when the work permit is 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 Technical Officer considers protection to be necessary the Contractor shall, unless otherwise agreed, provide all protection including flagmen, other personnel and all equipment for the protection of Transnet's and the Contractor's personnel and assets, the public and including trains. Transnet will provide training free of charge of the Contractor's flagmen and other personnel performing protection duties. The Contractor shall consult with the Technical Officer, 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.

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6. **ROADS ON TRANSNET PROPERTY**

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

7. **CLEARANCES**

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

8. **STACKING OF MATERIAL**

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

9. **EXCAVATION, SHORING, DEWATERING AND DRAINAGE**

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

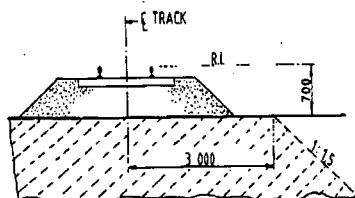


Fig. 1

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 Technical Officer, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed obtained, before the excavation is commenced.

9.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Technical Officer.

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 false work for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Technical Officer and his permission to proceed obtained before the false work is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered

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professional engineer certifying that he has checked the design of the false work and that the drawings are correct and in accordance with the design.

- 10.2 After the false work has been erected and before any load is applied, the Contractor shall submit to the Technical Officer a certificate signed by a registered professional engineer certifying that he has checked the false work and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Technical Officer to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the false work.

11. **PILING**

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

12. **UNDERGROUND SERVICES**

- 12.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services, which may be damaged thereby.
- 12.2 Any damage shall be reported immediately to the Technical Officer, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

13. **BLASTING**

- 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 Technical Officer, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly 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.

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13.6 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Technical Officer and the person who will do the blasting shall both sign the book whenever an entry described in 13.5 is made.

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

14. **RAIL TROLLEYS**

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 Technical Officer 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 Technical Officer's knowledge and consent.

16. **PENALTY FOR DELAYS TO TRAINS**

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

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

17. **GENERAL**

17.1 This specification is based on the contents of Transnet's publication SAFETY INSTRUCTIONS, HIGH-VOLTAGE ELECTRICAL EQUIPMENT, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract. These instructions apply to all work near live high-voltage equipment maintained and/or operated by Transnet, and the onus rests on the Contractor to ensure that he obtains a copy.

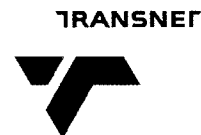
17.2 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Safety Instructions: High-Voltage Electrical Equipment.

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).

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- 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.

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- 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 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 the live high-voltage equipment.

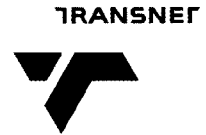
20.2 Portable Ladders

- 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.

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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 taking 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 meters, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorized 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.

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- 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.
- 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 Technical Officer 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.

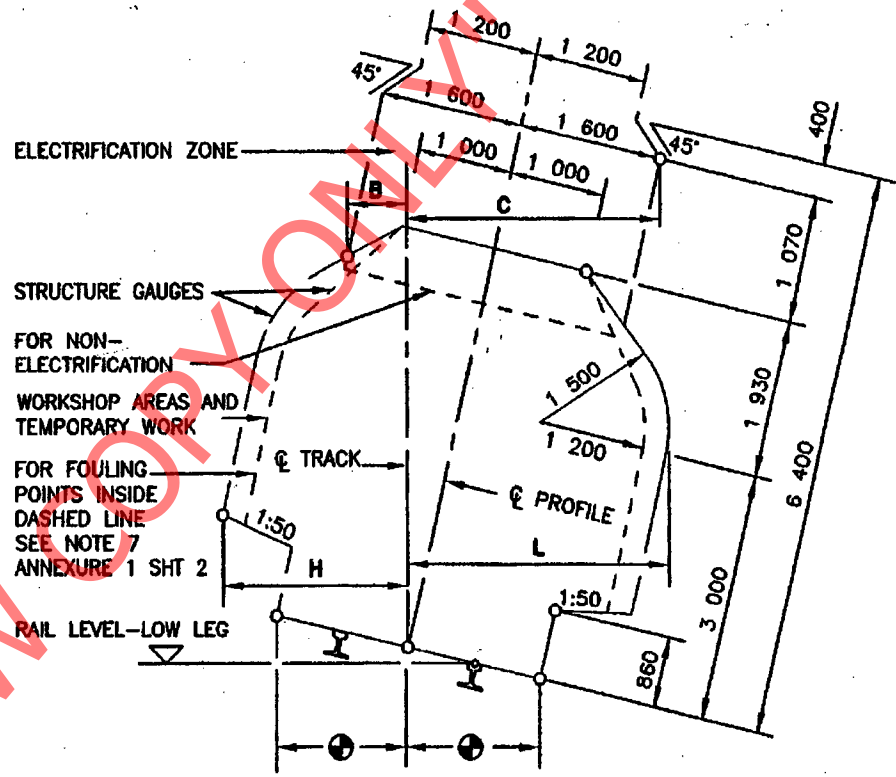
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RADIUS (m)	WITH CANT		NO CANT	WITH CANT	
	H (mm)	L (mm)	H & L	B (mm)	C (mm)
90	2 730	3 090	2 780	1 130	2 100
100	2 700	3 030	2 750	1 140	2 050
120	2 650	2 970	2 700	1 160	2 010
140	2 620	2 920	2 660	1 175	1 990
170	2 590	2 870	2 630	1 190	1 970
200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



REMARKS:

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

BE 97-01 Sht 1 of 5 DATE : JUNE 2000

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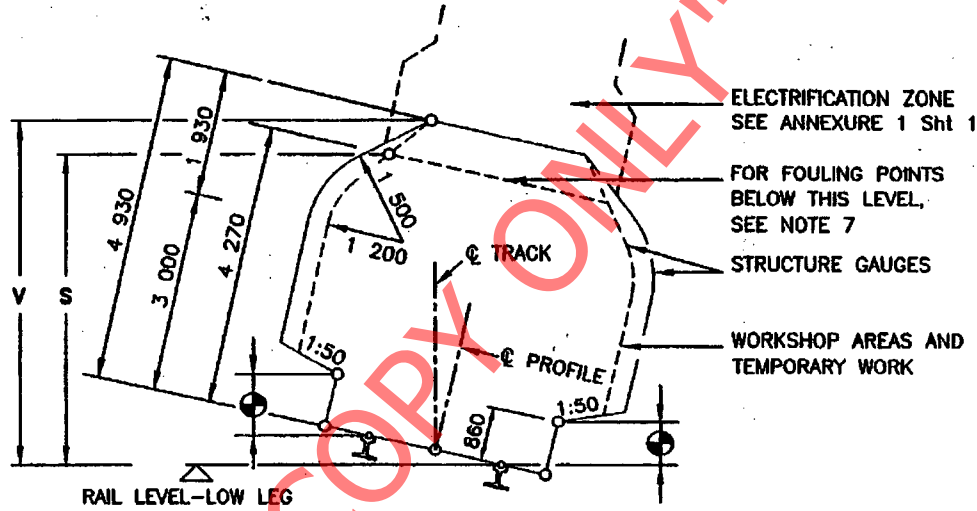
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ANNEXURE 1
 SHEET 2 of 5
 AMENDMENT

VERTICAL CLEARANCES :
 1 065mm TRACK GAUGE

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



REMARKS:

- V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
- S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
- INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
- FOR APPLICATION AT CURVES
 - APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 15m ALONG STRAIGHTS.
- NEW STRUCTURES: SEE BRIDGE CODE.
- TUNNELS: SEE DRAWING BE 82-35.
- FOULING POINTS: SEE CLAUSE 8.1.
- CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21,2m VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

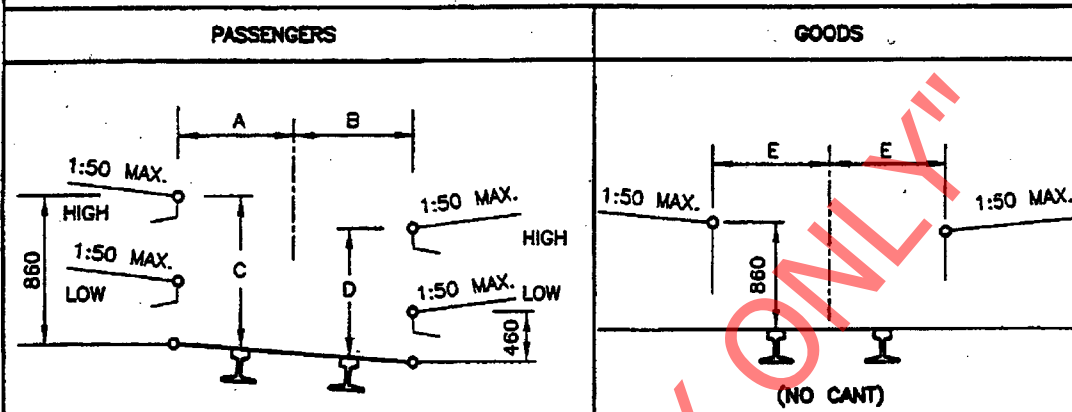
BE 97-01 Sht 2 of 5 DATE : JUNE, 2000

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**ANNEXURE 1
 SHEET 3 of 5
 AMENDMENT**

CLEARANCES : PLATFORMS

PLATFORMS : TRACK GAUGE 1 085mm

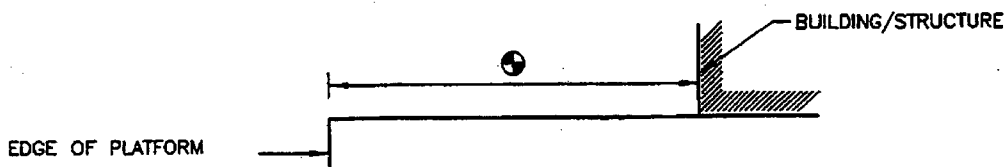


RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
350	1 520	1 560	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



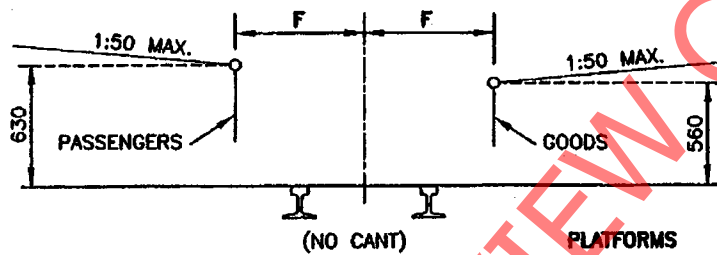
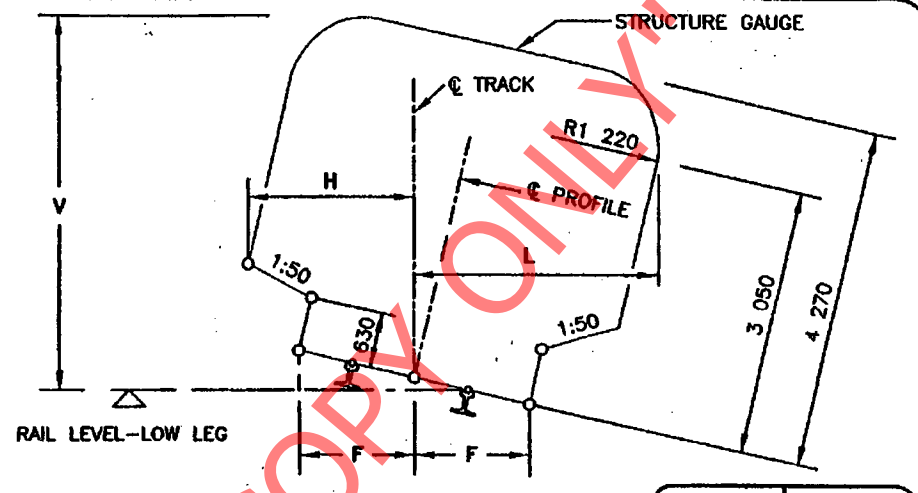
ANNEXURE 1
 SHEET 5 of 5
 AMENDMENT

CLEARANCES : 610mm TRACK GAUGE

TRANSNET

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

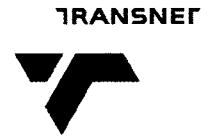
RADIUS (m)	WITH CANT		NO CANT	V (mm)
	H (mm)	L (mm)	H & L (mm)	
50	2 370	2 490	2 400	4 320
70	2 310	2 420	2 330	4 310
100	2 260	2 370	2 280	4 310
140	2 220	2 340	2 250	4 310
200	2 200	2 300	2 220	4 300
300	2 190	2 270	2 200	4 300
500	2 180	2 230	2 190	4 290
700	2 170	2 200	2 180	4 270
1 000	2 170	2 170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



RADIUS (m)	F (mm)
50	1 550
60	1 510
80	1 480
100	1 430
120	1 410
140	1 390
170	1 380
200	1 370
250	1 360
300	1 350
600	1 330
1 000	1 320
>2 000	1 320
STRAIGHT	1 310

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

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SECTION 13-16
RFP NUMBER WR/KBY/50561

**PROVISION OF AS & WHEN MAINTENANCE AND EMERGENCY OF CIVIL WORK TO
VARIOUS, WATER AND SEWER NETWORKS, KIMBERLEY REGION.**

FOR A PERIOD OF 24 MONTHS

S13: Supplier Declaration

S14: Tax Declaration

S15: Independent Contractor's Questionnaire (B1)

S16: Company/Close Corporation Questionnaire (C1)

See Attached Here to

"PREVIEW COPY ONLY"

Respondent's Signature

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Date and Company Stamp