

TRANSNET SOC LIMITED
(REGISTRATION NO.1990/000900/30)
TRADING AS
TRANSNET FREIGHT RAIL

NEC3 Engineering & Construction Short Contract
(ECSC)

RFQ NO. S.I.E 13003 CIDB

SUPPLY AND INSTALLATION OF EXTRACTOR FANS
FOR BATTERY ROOMS UNDER DEPOT ENGINEER,
ISANDO EAST

OPEN DATE: 05 SEPTEMBER 2013

CLOSING DATE: 26 SEPTEMBER 2013

OPTION DATE: 19 DECEMBER 2013

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PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

RFQ No. SIE13003 CIDB

1. Responses to RFQ

Responses to this RFQ SIE13003 CIDB are requested from persons, companies, close corporations or enterprises for the supply and installation of Extractor Fans for battery rooms under Isando East depot to Transnet.

Tenderers should have a CIDB contractor grading designation of **3GB or higher**. Only Tenderers, who are registered with the CIDB, are eligible to submit tenders.

On or after **05 September 2013**, the RFQ documents may be inspected at, and are obtainable from the office of the Secretariat, Transnet Freight Rail, Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown, on payment of an amount of R250 [inclusive of VAT] per set. Payment is to be made as follows:

Bank: Standard Bank
Account Number: 203158598
Branch: Braamfontein
Branch code: 004805
Account Name: Transnet Freight Rail
Reference: SIE 13003 CIDB

NOTES –

- This amount is not refundable.
- A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Response.

RFQ documents will only be available for collection between 08:00 and 15:00 from Tuesday, **05 September 2013** until **Wednesday, 18 September 2013**. Therefore payment must be effected prior to the deadline for collection.

N.B: Pursuant to note (b) above, should a third party [such as a courier] be instructed to collect RFQ documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFQ documents.

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

Queries relating to the administrative issues of these documents may be addressed to:

Mr. Wesley van Heerden

Tel No. 011 584 0657

E mail: Wesley.vanheerden@transnet.net

Or

Mrs. Sarah Assegaai

Tel. No. 011 5840668

E-mail: Sarah.assegaai@transnet.net

2 Formal Briefing

A compulsory pre-Response RFQ briefing will be conducted at **Isimuko Boardroom, 3rd Floor, Inyanda House 2, 15 Girtton Road, Parktown, Johannesburg on Thursday 19 September 2013 starting at 09h00**, followed by a compulsory Site Visit. [Respondents to provide own transportation and accommodation].

- a) A Certificate of Attendance must be completed and submitted with your Response as proof of attendance required for a compulsory site meeting and RFQ briefing.
- b) Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- c) Respondents without a valid RFQ document in their possession will not be allowed to attend the RFQ briefing.
- d) The briefing session will start punctually at 09:00 and information will not be repeated for the benefit of Respondents arriving late.

This tender closes punctually at 10:00 hrs. on Thursday, 26 September 2013.

If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.

The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.

Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the responses / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions should not be made by the Respondent to RFQ documents. Any alterations must be initialed by the person who signs the Bid Documents

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile, email and late tenders will not be accepted.

Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Compliance of tender(s) with Transnet's requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet SOC Ltd in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.

3 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.

3.1 B-BBEE Scorecard and Rating

- As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services.
- The 90/10 preference point system applies where acquisition of the Goods or Services will exceed R1 000 000.00. However, if the 90/10 preference point system is stipulated in this RFQ and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply 90/10 preference point system prescribed in the PPPFA.

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

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

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

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

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

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

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

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

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

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

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by

SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

- Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].
- Transnet will accordingly allocate a maximum of 10 [ten] points to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer Annexure A- B-BBEE Preference Points Claim Form for further details].

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

4 Communication

- Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Wesley van Heerden

Email: Wesley.vanheerden@transnet.net

- Respondents may also, at any time after the closing date of the RFQ, communicate with Prudence Nkabinde (AC Secretariat) on any matter relating to its RFQ response:

Telephone: 011 544 9486

Email: Prudence.Nkabinde@transnet.net

5 Tax Clearance

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

6 VAT Registration

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

7 Legal Compliance

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

8 Changes to Quotations

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

9 Pricing

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

10 Prices Subject to Confirmation

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

11 Negotiations

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

12 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.

13 Disclaimers

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

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

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

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

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

NATURE OF BREACH:

DATE

OF

BREACH:

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

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

TRANSNET



delivering on our commitment *to you*

Suppliers Code of Conduct

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Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- » Transnet Procurement Policy - A guide for tenderers;
- » Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- » The Public Finance Management Act (PFMA);
- » The Broad Based Black Economic Empowerment Act (BBBEE); and
- » The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- » Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.



- » Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

- » There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-off Anonymous" Hotline to report these acts: 0800 003 056.

Transnet is firmly committed to free and competitive enterprise.

- » Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- » Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- » Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

» Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.

» Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- Doing business with family members.
- Having a financial interest in another company in our industry.



Show that you support good business practice by logging onto
www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056

Part T1.2: Tender Data

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer is Transnet Limited trading as Transnet Freight Rail.

F.1.2 The tender documents issued by the employer comprise:

Part T1: Tendering procedure

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable Schedules

Part C1: Agreements and contract data

C1.1 Contract Data

Contract Data : The Contractor's Offer & Acceptance

Contract Data : Price List

Contract Data : Works Information

Contract Data : Site Information

C1.2 Adjudicator's Contract

F.1.4 The employer's agent is:

Name: Mr Faleza M. Muleke

Address: Rail Network (Infra Electrical).

F.2.1.1 The following Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3GB** class of construction work, are eligible to submit tenders.

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3GB** class of construction work; and

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner has a contractor grading designation in the **GB** class of construction work under consideration and possesses the required recognition status and
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3GB** class of construction work.

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Confirmation of attendance to be notified at least one full working day in advance to:

Name: Mr Falaza Maluleke
Address: Rail Network (Infra Electrical).

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. No alternative tender offers will be considered

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Parts of each tender offer communicated on paper shall be **submitted as an original, plus one copy**. The list of activities to be included in the Price List issued electronically with this tender shall be submitted on paper as original, plus one copy.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

If delivered by hand, the envelope is to be deposited in the Transnet Freight Rail Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

**The Chairperson
Transnet Freight Rail Acquisition Council
Inyanda House 1
21 Wellington Road
Parktown
Johannesburg
2001**

It should also be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week. The measurements of the "tender slot" are 500mm long x 100mm wide, and Tenderers must please ensure that tender documents/files are not larger than the above dimensions. Tenders which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes, each addressed as above.

If dispatched by courier, the envelope must also be addressed as above and delivered to the Office of The Secretariat, Transnet Freight Rail Acquisition Council and a signature obtained from that Office.

Identification details

Tenders must be submitted before the closing hour on the date as shown in F2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No:
- (b) Description of work:
- (c) Closing date and Time:
- (d) Closing Address:

a) All envelopes must reflect the return address of the Respondent on the reverse side.

F.2.13.6 A two-envelope procedure will not be followed.

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is **12 weeks**.

F.2.19 Access shall be provided for the following inspections, tests and analysis: Inspection of current yard layout and measurements.

F.3.4 The time and location for opening of the tender offers are:

Time:.. **10:00** on the closing date of tender.

Location: **Room G66 and G69, West Wing, Ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg.**

F.3.11.1 The procedure for the evaluation of responsive tenders is **Method 2**

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

- **Administrative responsiveness** - Completeness of response and returnable documents
- **Substantive responsiveness** – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
- As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as threshold with a prescribed percentage threshold of **60** - Compliance to specification / quality, Completion Period; Comparable Projects will be considered as part of the technical evaluation.
- Weighted evaluation based on **90/10** preference point system:
 - Pricing and price basis [firm]
 - B-BBEE status of company

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

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

The score for financial offer is calculated using Formula 2 (option 1) of SA LIS 294,

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

$$NFo = W1 \times A$$

Where: *NFo* is the number of tender evaluation points awarded for the financial offer.

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

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

F.3.11.3 Method 2: Financial offer and Preference

| Description of quality criteria and sub criteria | | | Maximum number of tender evaluation points |
|--|---------------------------------|--|--|
| Commercial | Commercial offer | | 90 |
| Preference | BBBEE Certificate and Scorecard | | 10 |
| Total evaluation points | | | 100 |

Criteria to be evaluated on the following scales as per CIDB BEST PRACTICE GUIDELINES #A4:

- | | | |
|---------------------------|---|---|
| a) Failed / Nil Submitted | = | 0 |
| Poor | = | 1 |
| Average | = | 3 |
| Good | = | 4 |
| Excellent | = | 5 |

F.3.13.1 Tender offers will only be accepted if:

- The Tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.

- b) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- d) The Tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.
The additional conditions of tender are:

1. The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *works* and of the prices stated in the priced Price List in the *works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.

2. ***The tenders shall be completed in black ink only.***

3. TENDERING PROCEDURE

- 3.1 An addendum reflecting changes to the project specification and 'Price List' may be forwarded to the Tenderer after the site meeting and the Tenderer shall quote accordingly, failure of which will result in disqualification.
- 3.2 Tenderers shall duly fill in the attached 'Price List'. **The prices shall be fixed for the duration of the contract and no escalation will be allowed.** Items not reflected in the 'Price List', but covered in the project specification or agreed at site meetings, shall be added to the 'Price List' by the Tenderer and quoted for accordingly.
- 3.3 Tenderers shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 3.4 During the duration of the contract, the successful Tenderer shall be required to inform the Deputy of any staff changes and provide the qualifications of the replacement staff for approval.
- 3.5 **Tenderers shall indicate clause-by-clause compliance with the specifications.** This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.
- 3.6 Tenderers shall motivate a statement of non-compliance.
- 3.7 The successful Tenderer shall provide a Gantt or a similar chart showing when the works will be done and energised. This chart shall be submitted to the Employer or Deputy within 14 days after the award of the contract has been made to the successful Tenderer.
- 3.8 Where equipment offered does not comply with standards or publications referred to in the specification, Tenderers shall state which standards apply and submit a copy in English or certified translation.
- 3.9 Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 3.10 During the duration of the contract period, the successful Tenderer shall be required to inform the Employer / Deputy of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 3.11 Tenderer shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

Part T2: Returnable Documents/Schedules

"PREVIEW COPY ONLY"

PART T2: RETURNABLE DOCUMENTS / SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

(Tender will be disqualified if all returnable documents and schedules are not returned)

1.0 Returnable documents required for tender evaluation purposes

| No | Returnable schedules (All are to be submitted) |
|----|--|
| 1 | Certificate of Attendance of Information Briefing Session or site inspection |
| 2 | Certificate of Authority for Signatory (Resolution by Board) |
| 3 | Schedule of Tenderers experience |
| 4 | Schedule of Subcontractors (where applicable) |
| 5 | Certificate of authority for joint ventures (where applicable) |
| 6 | Schedule of Plant and Equipment (Tools and Machinery) |
| 7 | Foreign Exchange Rate Information (where applicable) |
| 8 | Record of Addenda to Tender Document |
| 9 | Supplier declaration form Duly completed SDF (Supplier declaration form) |
| 10 | Compulsory enterprise Questionnaire |
| 11 | Experience of Key Staff in the form of Curriculum Vitae |
| 12 | Transnet SOC limited contractual safety clauses which will form part of any resulting contract |
| 13 | Proposed amendments and qualifications |
| 14 | Labour Payment Schedule |
| 15 | Breach of Law |
| 16 | RFQ Declaration |
| 17 | Non-Disclosure Agreement |

T2.2 RETURNABLE SCHEDULES

2.0 Returnable Schedules required for tender evaluation purposes

| No | Returnable Documents (All are to be submitted) |
|----|---|
| 1 | Letter of Good Standing with the Compensation Commissioner |
| 2 | Safety Plan and Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E |
| 3 | Quality Assurance/control Plan |
| 4 | Environmental Management Plan |
| 5 | Certified copy of CIDB certification |
| 6 | Proposed Organization and Staffing |
| 7 | Certified Copy of Share Certificates, CK1 & CK2 |
| 8 | Certified Copy of Certificate of Incorporation and CM29 and CM9 |
| 9 | Certified Copy of Identity Documents of Shareholders / Directors / Members (where applicable) |
| 10 | Original or certified canceled cheque OR original or certified letter from the bank verifying banking details (with bank stamp and signature) |
| 11 | Current and original or certified Tax Clearance Certificate |
| 12 | Certified VAT registration certificate |
| 13 | A signed letter from the Accountant/Auditor confirming most recent annual turnover and percentage black ownership in the company AND/OR certified BBBEE certificate and scorecard from an accredited rating agency |
| 14 | Delivery Schedule for this project. |
| 15 | Approach paper, which responds to the proposed scope of works. |
| 16 | Statement of compliance or non-compliance with all clauses of the Scope of Works and all the technical specifications. The clause-by-clause statement of compliance shall take the form of a separate document listing all the clause numbers of all the above specifications indicating the individual statement of compliance or non-compliance. Tenderers shall motivate a statement of non-compliance. |

3. C1.1 Form of Offer and Acceptance
4. C1.2 Contract Data (Part 1 and 2)
5. C2.2 Price List

3.0 Returnable Schedules that will be incorporated into the contract

- 3.1 Certificate of attendance of information briefing session/site inspection
- 3.2 Certificate of Authority for Signatory (Resolution by Board)
- 3.3 Schedule of Tenderers experience
- 3.4 Schedule of Sub-contractors
- 3.5 Certificate of authority for joint ventures (where applicable)
- 3.6 Schedule of Plant and equipment
- 3.7 Foreign Exchange Rate Information (where applicable)
- 3.8 Record of Addenda to Tender Document
- 3.9 Supplier declaration form duly completed (SDF)
- 3.10 Compulsory Enterprise Questionnaire
- 3.11 Approach paper, which responds to the proposed scope of works.
- 3.12 Experience of key staff in the form of Curriculum Vitae
- 3.13 Transnet SOC Limited contractual safety clauses which will form part of any resulting contract
- 3.14 Proposed amendments and qualifications.
- 3.15 Labour Payment Schedule.
- 3.16 RFQ Declaration Form

CERTIFICATE OF ATTENDANCE AT INFORMATION BRIEFING SESSION/SITE INSPECTION

This is to certify that

_____ (Tenderer)
of _____
_____ (address)

_____ was represented by the person(s) named below at the compulsory site meeting held for all tenderers at _____ (location) on _____ (date), starting at _____. We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the clarification meeting:

Name: _____ Signature: _____

Capacity: _____

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: _____ Signature: _____

Capacity: _____ Date and time: _____

Particulars of person(s) attending the site inspections:

Name: _____ Signature: _____

Capacity: _____

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name: _____ Signature: _____

Capacity: _____ Date and time: _____

RESOLUTION OF BOARD OF DIRECTORS

Name of firm _____

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

FULL NAME(S) _____

SIGNATURE _____

in his capacity of _____ is/are hereby authorised to enter into, sign and execute and complete any documents relating to Tenders and/or Contracts for the supply of goods and services.

Confirm: Date _____

FULL NAME _____

CHAIRMAN

FULL NAME _____

SECRETARY

Certified true copy:

SIGNED AT _____ ON THIS _____ DAY OF _____

20 _____

SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves:

| Employer, contact person and telephone number | Description of contract | Value of work inclusive of VAT (Rand) | Date completed |
|---|-------------------------|---------------------------------------|----------------|
| "PREVIEW COPY ONLY" | | | |
| | | | |

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Tender Data

Part T2: Returnable documents

TRANSNET

List of Returnable Schedules

T2.2



SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

| | Name and address of proposed Subcontractor | Nature and extent of work | Previous experience with Subcontractor. |
|----|--|---------------------------|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
....., authorised signatory of the company
....., acting in the capacity of
lead partner, to sign all documents in connection with the tender offer and any contract resulting
from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|--|
| Lead partner | | Signature. Name Designation |
| | | Signature. Name Designation |
| | | Signature. Name Designation |
| | | Signature. Name Designation |

SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant Plant and Equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major Plant and Equipment that is owned by and immediately available for this contract.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |

Attach additional pages if more space is required.

(b) Details of major Plant and Equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

FOREIGN EXCHANGE RATE INFORMATION REQUIRED TO BE FURNISHED BY TENDERERS.

1. Particulars of the exchange rate on which prices are based:

_____ (Foreign currency) equals R_____ (South African currency)

Note: Tenderers who offer imported material shall base their tenders on the selling rate of exchange that ruling on the last working day of the month prior to the closing date of tenders.

2. The percentage of the tender prices which is to be remitted by the tenderers from South Africa to another country is _____% of the f.o.b./c. and f./l.r. in bond price (delete those not applicable).

Note: (1) The percentage quoted above will be deemed to apply even though a portion only of the item(s) tendered for is accepted.

(2) Adjustment in respect of variation in exchange rate will be allowed only on the percentage of the tendered price quoted above.

3. The tendered price shall be computed at the rate of exchange stated by the Tenderer in paragraphs 1 and 2 above as applied to the percentage of the tendered price quoted.

4. Transnet Freight Rail will accept for its account, in respect of such percentage of the tendered price as will be affected by the rate of exchange, any variation between the rate mentioned in paragraph 1 above and the rate ruling at the date when payment for the goods is made by Transnet Freight Rail; provided that if the Contractor is required to remit the whole or portion of the contract price to another country in payment for goods or portion thereof prior to receiving payment from Transnet Freight Rail, the date(s) of such remittance(s) shall be deemed to be the date(s) of payment by Transnet Freight Rail for the purposes of this paragraph.

5. In the absence of a specific indication by the Contractor at the time of tendering that the proviso to paragraph 3 will apply, it will be assumed that the Contractor desires the adjustment to be effected by reference to the date on which actual payment is made by Transnet Freight Rail.

6. (a) The Contractor shall, if so required, furnish documentary proof to establish that the percentage of the contract price specified by him in paragraph 2 has actually been remitted to another country and the rate of exchange at which that was done.

(b) Whenever the Contractor is required to remit the whole or portion of the contract price, to another country as contemplated in the proviso to paragraph 2 above, he shall notify Transnet Freight Rail forthwith and furnish documentary evidence of such remittance and of the rate of exchange at which that was done.

7. Invoices in respect of goods supplied must reflect the amount remitted or to be remitted to another country and the amount to be retained in South Africa.
8. The Contractor shall take out forward cover for all imported materials and services within 14 days of award of the contract. Proof shall be submitted to the Project Manager of the contract. The cost of forward cover shall be invoiced separate from the contract invoices and shall not be included in the tender price.

SIGNATURE OF TENDERER

DATE: _____

WITNESSES:

1. _____

2. _____

ADDRESS:

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

TRANSNET SUPPLIER DECLARATION/APPLICATION

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** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
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. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Vendor Application Form

| | | | | | | |
|---|----|-------|----------------------|---------|-------------|-----------------|
| Company trading name | | | | | | |
| Company registered name | | | | | | |
| Company Registration Number or ID Number if a Sole Proprietor | | | | | | |
| Form of entity (a/) | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |
| VAT number [if registered] | | | | | | |
| Company telephone number | | | | | | |
| Company fax number | | | | | | |
| Company email address | | | | | | |
| Company website address | | | | | | |
| Bank name | | | Branch & Branch code | | | |
| Account holder | | | Bank account number | | | |
| Postal address | | | | | | |

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

Complete B-BBEE Ownership Details:

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

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

| | |
|-----------------------------|--|
| Transnet contact person | |
| Contact number | |
| Transnet Operating Division | |

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

| | | | |
|-----------|--|-------------|--|
| Name | | Designation | |
| Signature | | Date | |

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signer _____ Date _____

Name _____ Position _____

Enterprise name _____

EVALUATION SCHEDULE: APPROACH PAPER

4.3 EVALUATION SCORING SCALE.

4.3.1 TECHNICAL: 4 point scoring matrix:

Technical: Technical criteria will be evaluated first. Then suppliers who qualify with the minimum technical criteria (60 points) will then move on to be evaluated commercially and on B-BBEE. The technical scores of the qualifying tenderers will not be carried over to the next stage of adjudication.

The table below outlines the method that will be used to score 'Compliance to Specification' under the category technical/ Practical. The rest of the categories will be evaluated based on table A3: "indicators for the rating of quality and sub criteria" extracted from the CIDB document 'Best Practice Guideline A4': Evaluating quality in tender submissions. The scoring will be on a 4 scale rating matrix as indicated below, with detail as per attached table in the annexure.

- a) Poor = 40
 Satisfactory = 70
 Good = 90
 Very good = 100

A. Compliance to specification

| <u>Scoring Scale</u> | <u>Point</u> |
|--|--------------|
| <ul style="list-style-type: none"> Compliance to drawings (listed in Section 2 of 'Scope of Works'), specification (listed in Section 4 of 'Scope of Works'), and adopted standards (SANS, IEC, etc.) Compliance documentation submitted. Product proven and approved for Transnet Freight Rail use. | <u>100</u> |
| <ul style="list-style-type: none"> Non-Critical deviation on specification (listed in Section 4 of 'Scope of Works'), / drawings (listed in Section 2 of 'Scope of Works'), with alternatives offered. (i.e. product fully compliant to specifications but not proven within Transnet environment and South Africa) Technical documentation submitted must be suitable for making a technical judgment. Documentation offered to prove international wide acceptance. | <u>80</u> |
| <ul style="list-style-type: none"> Deviation from specification (listed in Section 4 of 'Scope of Works'), / drawing (listed in Section 2 of 'Scope of Works'), (i.e. technical specifications as designed and for which the equipment was tested for, are below TFR specification requirements). Insufficient documentation submitted for making a technical judgment. Documentation not offered to prove international railway industry acceptance. | <u>40</u> |
| <ul style="list-style-type: none"> Critical Deviation from the specification (listed in Section 4 of 'Scope of Works') (i.e. does not comply to specification, would fail in operation and is not compatible with existing systems) Inadequate information submitted | <u>0</u> |

B. Completion Period (Includes Equipment Lead Time and Installation)

| Period | Score |
|-----------|-------|
| >12 Weeks | 40 |
| 12 Weeks | 90 |
| 8 Weeks | 100 |

C. Comparable Projects

| Quality criteria | Indicators | | | |
|---|---|---|--|---|
| | Poor (score 40) | Satisfactory (score 70) | Good (score 90) | Very Good (score 100) |
| Experience of Tendering Organization with respect to specific aspects of the project /Comparable Projects | Tendering Organization has limited experience | Tendering Organization has relevant experience (substations) but has not dealt with critical issues specific to the project (traction substations). | Tendering Organization has extensive experience in relation to traction substations. | Tendering Organization has outstanding experience in relation to traction substations. and has worked under similar conditions and circumstances. |

Failure by the tenderer to submit documentation relating to the above will lead to disqualification of the tender submission.

| | |
|---|-----------------------------|
| Name: | Date of birth: |
| Profession: | Nationality: |
| Qualifications: | |
| Professional registration number: | |
| Name of employer (firm): | |
| Current Position: | Years with the firm: |
| Employment record: (list in chronological order starting with earliest work experience) | |
| Experience record pertinent to required service | |
| Certification: | |
| I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. | |
| <hr/> <i>[Signature of person named in schedule]</i> | <hr/> Date |

TRANSNET SOC LIMITED / CONTRACTORS / SUB-CONTRACTORS

CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance with the provisions of the Act.

- 1) That the Contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfil all his obligations as an employer in terms of the Act.
- 2) The Contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the Contractor shall obtain them from a person designated by Transnet SOC Limited for this purpose, and all requirements of the Contractor must rigidly comply with the permit.
- 4) The Contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The Contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the Contractor to his employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The Contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The Contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet SOC Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet SOC Limited.
- 10) The Contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet SOC Limited immediately with full particulars of any sub-Contractor which he may involve in the contract in order that the sub-Contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The Contractor shall stop any sub-contractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The Contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.

- 13) In the event where the risk assessment reveals the risk 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.
- 14) The Fall Protection Plan shall include:
 - 14.1 A risk assessment of all work carried out from an elevated position
 - 14.2 Procedures and methods to address all the identified risks per location
 - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
 - 14.4 The training of employees working from an elevated position.
 - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The Contractor shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet SOC Limited of any hazardous situations which may arise from work being performed either by the Contractor or his sub-Contractor.
- 16) Copies of all appointments required by the act must be given to Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet SOC Limited.
- 17) The Contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his Sub-Contractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the Contractor and his Sub-Contractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the Contractor, his Sub-Contractor, any person or machinery under his control on Transnet Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The Contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) Contractor to ensure its employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics
- 22) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 23) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

*As applicable

Tenderer OH & S Management System Questionnaire

This questionnaire forms part of TFR tender evaluation process and are to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's OH&S management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. **TFR will verify accuracy of this information during the physical visit as part of the tender evaluation.**

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

| | | |
|---|--|--|
| - If yes provide details | | |
| 3. OH&S Training | | |
| Describe briefly how health and safety training is conducted in your company: | | |
| <ul style="list-style-type: none"> - Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records | | |
| 4. Health and Safety Workplace Inspection | | |
| <ul style="list-style-type: none"> - Are regular health and safety inspections at worksites undertaken? - If yes provide details | | |
| <ul style="list-style-type: none"> - Is there a procedure by which employees can report hazards at workplaces? - If yes provide details | | |
| 5. Health and Safety Consultation | | |
| <ul style="list-style-type: none"> - Is there a workplace health and safety committee? | | |
| <ul style="list-style-type: none"> - Are employees involved in decision making over OH&S matters? - If yes provide details | | |
| <ul style="list-style-type: none"> - Are there employee elected health and safety representatives? - Comment | | |
| 6. OH&S Performance Monitoring | | |
| <ul style="list-style-type: none"> - Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details | | |
| <ul style="list-style-type: none"> - Are employees regularly provided with information on company health and safety performance? - If yes provide details | | |
| Is company registered with workmen's compensation and up to date? <ul style="list-style-type: none"> - If yes provide proof of letter of good standing | | |
| <ul style="list-style-type: none"> - Has the company ever been convicted of an occupational health and safety offence? - If yes provide details | | |

Safety Performance Report

Monthly DIFR for previous months

| Previous Year | No of Disabling Injuries | Total Number of employees | DIFR per month |
|---------------|--------------------------|---------------------------|----------------|
| January | | | |
| February | | | |
| March | | | |
| April | | | |
| May | | | |
| June | | | |
| July | | | |
| August | | | |
| September | | | |
| October | | | |
| November | | | |
| December | | | |

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

Signed
(Tenderer)

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

| Page | Clause or item | Proposal |
|------|----------------|----------|
| | | |

"PREVIEW COPY ONLY"

Signed

Date

Name

Position

Tenderer

TRANSNET SOC LIMITED
(REGISTRATION No. 1990/000900/06)
TRADING AS
TRANSNET FREIGHT RAIL

LABOUR PAYMENT SCHEDULE

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

DAY LABOUR (IF REQUIRED)

| | |
|----------------------|-----------------|
| Skilled | Rate/Hour _____ |
| Unskilled | Rate/Hour _____ |
| Labourer | Rate/Hour _____ |
| Driver/Operator | Rate/Hour _____ |
| % Profit on Material | _____ |

TRANSPORT AND MACHINERY

RUNNING

STANDING

| | | |
|------------------------------|-------|-------|
| 1. Light vehicle up to 1 ton | _____ | _____ |
| 2. 5 Ton vehicle | _____ | _____ |
| 3. 10 Ton vehicle with crane | _____ | _____ |
| 4. Crane | _____ | _____ |
| 5. Scaffolding | _____ | _____ |
| 6. Generator | _____ | _____ |
| 7. Other equipment | _____ | _____ |

8. Full details of any other charges:

TENDERER: _____

DATE: _____

RFQ DECLARATION FORM

RFQ FOR THE SUPPLY AND INSTALLATION OF EXTRACTOR FANS FOR BATTERY ROOMS UNDER DEPOT ENGINEER, ISANDO EAST

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [RFQ];
3. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
4. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
5. Furthermore, we declare that a family, business and/or social relationship exists / does not exist [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group.
6. If such a relationship exists, Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

7. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
8. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. [Refer "Important Notice to Respondents" overleaf].

9. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 20____

| | |
|---|-------------|
| For and on behalf of _____ duly authorised hereto | AS WITNESS: |
| Name: | Name: |
| Position: | Position: |
| Signature: | Signature: |
| Date: | |
| Place: | |

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFQs exceeding R 5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.
- For transactions below the R 5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

BREACH OF LAW FORM

NAME OF ENTITY: _____

I/We _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

Annexure B

NON-DISCLOSURE AGREEMENT

entered into by and between

TRANSNET SOC LTD

Registration Number 1990/000900/30

and

Registration Number _____

"PREVIEW COPY ONLY"

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THIS AGREEMENT is made between

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

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

and

_____ **[the Company]** [Registration No. _____]

whose registered office is at _____

WHEREAS

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

IT IS HEREBY AGREED

INTERPRETATION

In this Agreement:

Agents mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

Bid or **Bid Document** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;

Confidential Information means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or

was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or

following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

Group means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

Information means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by computer-readable medium.

CONFIDENTIAL INFORMATION

All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and such Receiving Party will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

Notwithstanding clause 0 above, the Receiving Party may disclose Confidential Information:

to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 0 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

to the extent required by law or the rules of any applicable regulatory authority, subject to clause 0 below.

In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 0 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (in capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

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

RECORDS AND RETURN OF INFORMATION

The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

The Company shall, within 7 (seven) days of receipt of a written demand from Transnet:

return all written Confidential Information (including all copies); and

expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 0 above.

ANNOUNCEMENTS

Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.

Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

DURATION

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

PRINCIPAL

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

ADEQUACY OF DAMAGES

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

PRIVACY AND DATA PROTECTION

The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and regulations thereof and any regulations made pursuant thereto.

The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

GENERAL

Neither party may assign the benefit of this Agreement or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

WITNESSES:

1. _____

2. _____

SIGNATURE(S) OF BIDDER(S)

DATE: _____

Part C1: Agreement and Contract Data

"PREVIEW COPY ONLY"

Contract Data

The Employer is

Name Transnet Limited Trading as Transnet Freight Rail

Address 21 Wellington Road, Parktown

Telephone 011 584 0657

E-mail Wesley.vanheerden@transnet.net

The works is under Supply and installation of Extractor fans for battery rooms
Depot Engineer, Isando East.

The site is Various 3kV DC Traction Sub station under the Isando East Depot

The starting date is to be announced on contract award

The completion date is maximum of 3 months from date of contract award

The reply period is 3 weeks

The defects date is 52 weeks after completion

The defect correction period is 2(two) weeks

The delay damages are R2, 000.00 per day

The assessment day is the 13th (thirteen) of each month

The retention is 10 %

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) applies? No

The Adjudicator is

Name To be advised if disputes arise

Address

Telephone Fax No.

E-mail

Contract Data

The interest rate is **2%** per annum above the **prime lending** rate of the **Standard Bank of South Africa Ltd. As determined from time to time**

The contractor's liability to the Employer for indirect or consequential loss is limited to 10% of the total value.

The *Employer* provides these insurances from Insurance Table

1. Insurance against loss of or damage to the works, Plant and Materials, Equipment (Temporary Works only), property and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance).**

Cover/ indemnity is to the extent **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance).**

The deductibles are **as stated in the insurance policy for contract works and public liability (Principal Controlled Insurance).** The Contractor is responsible for the deductibles.

The Employer provides these additional insurances

1. **Contract Works SASRIA insurance subject to the terms exceptions and conditions of the SASRIA coupon policy.**

Cover/indemnity is **to the extent provided by the SASRIA coupon policy**

The deductibles are in **respect of each and every theft claim 0.1% of Contract Value subject to a minimum of R2 500 and a maximum of R25 000. The contractor is responsible for the deductibles.**

The Contractor provides these additional insurances

1. Where the Contract requires that design of any part of the works shall be provided by the Contractor, he shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been effected.
2. Where the Contract involves manufacture, and/or fabrication of Plant and Materials, components or other goods to be incorporated into the works, at premises other than the site, the Contractor shall satisfy the Employer that such Plant and Materials, components or

other goods for incorporation in the works are adequately insured during manufacture and/or fabrication.

3. Should the Employer have an insurable interest in such items during manufacture or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any subcontractor.
4. The insurance coverage referred to in 1 and 2 above shall be obtained from an insurer in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer or insurance broker concerned, confirming that the policy will be returned to the Contractor.

The adjudicator nominating body is

The Chairman of the Association of Arbitrators (Southern Africa)

The tribunal is **Arbitration**.....

If the tribunal is arbitration, the arbitration procedure is

The rules for the Conduct of Arbitrators of the Association of Arbitrators (Southern Africa)

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions:

1.0 Additional Conditions

- 1.1 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
- 1.2 The Contractor shall ensure that a safety representative is at site at all times.
- 1.3 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.4 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
 - 1.4.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - 1.4.2 The Occupational Health and Safety Act (Act 85 of 1993).
 - 1.4.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
 - 1.4.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the

contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.

- 1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – **BBD 8210**, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.5 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.6 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.7 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.
- A penalty charge of **R2, 000.00** per day will be levied for late completion.
- 1.8 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Supervisor in writing.
- 1.9 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.
- 1.10 Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.
- 1.11 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.12 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd part suppliers/Manufacturers.
- 1.13 The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.14 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.
- 1.15 The Contractor shall provide information related to imported content i.e. equipment to be imported, FOB value and applicable exchange rates as well as the country of origin.
- 1.16 Transnet authorization Category-C is required of any person who works on electrification equipment near (within 3-m of) "live" equipment. A Category-C authority certificate is issued on the successful completion of a training module and written test to persons who are working near "LIVE" equipment. The training module is presented over four days.

Contract Data

The Contractor's Offer

The Contractor is

Name

Address

Telephone

Fax No.

E-mail

The percentage for overheads and profit added to the Defined Cost for people is.....%.

The percentage for overheads and profit added to other Defined Cost is.....%.

The *Contractor* offers to provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the
Prices is

Signed on behalf of the Contractor

Name

Position

Signature

Date

The Employer's Acceptance

The *Employer* accepts the *Contractor's Offer* to Provide the Works

Signed on behalf of the *Employer*

Name

Position

Signature

Date

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Donkerhoek 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Norse cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Donkerhoek= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Kleinfontein 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Norse cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Kleinfontein= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Kameel 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Norse cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Kameel= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Savannah 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Norse cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Savannah= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Sentraal 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, 4 core cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Sentraal= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Hartebeest 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Norse cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Hartebeest= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

| Contract Data | | | | | |
|---------------|--|------|----------|------|-------|
| Price List | | | | | |
| Item | Description | Unit | Qty | Rate | Price |
| A | Knoppies 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Nore cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Knoppies= | | R | | |
| B | 14% VAT= | | R | | |
| C | Contingency 10% | | R | | |
| D | SUB TOTAL= | | R | | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Bapsfontein 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, 1 core cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and Commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Bapsfontein= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|----------|------|-------|
| A | Module Tie 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Non re cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Module Tie= | | R | | |
| B | 14% VAT= | | R | | |
| C | Contingency 10% | | R | | |
| D | SUB TOTAL= | | R | | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|----------|------|-------|
| A | Modder 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, 1 core cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and Commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Modder= | | R | | |
| B | 14% VAT= | | R | | |
| C | Contingency 10% | | R | | |
| D | SUB TOTAL= | | R | | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Cowlesdam 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Norse cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Cowlesdam= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Aurum 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Norse cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Aurum= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|------|----------|
| A | Persida Tie station | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Non e cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Persida Tie= | | | | R |
| B | 14% VAT= | | | | R |
| C | Contingency 10% | | | | R |
| D | SUB TOTAL= | | | | R |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Sundra 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Norse cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Sundra= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Welgedag 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Mors cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Welgedag= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|------|----------|
| A | Welgedag goods Tie | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Norse cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Welgedag Tie= | | | | R |
| B | 14% VAT= | | | | R |
| C | Contingency 10% | | | | R |
| D | SUB TOTAL= | | | | R |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Withok Tie station | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, 1 core cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Withok= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Rooikraal 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm ² Nerve cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Rooikraal= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Valley 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm ² Nerve cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Valley= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Plaats 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm ² Noise cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Plaats= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Eloff 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm ² Norse cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Eloff= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|----------|------|-------|
| A | Dryden 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, 1 core cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and Commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Dryden= | | R | | |
| B | 14% VAT= | | R | | |
| C | Contingency 10% | | R | | |
| D | SUB TOTAL= | | R | | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|----------|------|-------|
| A | Brakfontein 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm, Nore cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Brakfontein= | | R | | |
| B | 14% VAT= | | R | | |
| C | Contingency 10% | | R | | |
| D | SUB TOTAL= | | R | | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Arbor 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm. PVC cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and Commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Arbor= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data Price List

| Item | Description | Unit | Qty | Rate | Price |
|----------|--|------|-----|----------|-------|
| A | Roadbend 3KV Substation | | | | |
| 1 | Bore and Modify the existing window to mount the new extractor fan | ea. | 1 | | |
| 2 | Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl | ea. | 1 | | |
| 3 | Supply and install an 8way distribution board | ea. | 1 | | |
| 4 | Supply and install a 20A, 3 phase circuit breaker | ea. | 1 | | |
| 5 | Supply and install a 30A, 3 phase industrial isolator | ea. | 1 | | |
| 6 | Supply and install a Timer | ea. | 1 | | |
| 7 | Supply and install a 2,5mm ² Noise cable | ea. | 50m | | |
| 8 | Security | ea. | 1 | | |
| 9 | Installation, Testing and commissioning | ea. | 1 | | |
| 10 | P'S and G'S | ea. | 1 | | |
| A | Total price for Roadbend= | | | R | |
| B | 14% VAT= | | | R | |
| C | Contingency 10% | | | R | |
| D | SUB TOTAL= | | | R | |

Contract Data

Works Information

2.0 Description of work

- 2.1 The Contractor shall bore and modify the windows to mount extractor fan.
- 2.2 Supply and install a 400mm diameter flame proof extractor fan complete with a galvanised Louvre/cowl.
- 2.3 Supply and install an 8way distribution board.
- 2.4 Supply and install a 20A, 3 phase circuit breaker and a 30A, 3 phase industrial isolator.
- 2.5 Supply and connect a 2.5mm Non-sheathed cable from the distribution box to the extractor fan.
- 2.6 Supply and install a Timer to turn ON/OFF the Fan.

3.0 SUPPLY AND INSTALLATION OF CABLES

- 3.1 Contractor shall supply and install all the control and power cables in accordance with the specifications BSC 0198 version 1 and CEE 0023 of 1990.
- 3.2 Nuts and bolts on busbar connections shall be stainless steel.
- 3.3 All direct current wiring shall be done in grey coloured wire.
- 3.4 Colour Red, White and Blue shall be used for AC circuits only. All alternating current wiring shall be colour coded using the standard colours red, white, blue and black for neutral.
- 3.5 Panels shall be colour coated in accordance with SANS 1274.
- 3.6 Screw on terminal lugs shall be used on all the protection relays.
- 3.7 All new and existing cables and wiring shall be clearly labelled by using an approved slide on wiring label system as described.
- 3.8 The Contractor shall notify Transnet Freight Rail on completion of the panels in order to witness functional tests on the premises of the Contractor before delivery.
- 3.9 The Contractor shall incorporate all existing equipment functions into the schematic drawings as per specification CEE 0224 Of 2002.

4.0 SITE TESTS

- 4.1 The equipment shall be inspected/tested and approved by Transnet Freight Rail Quality Assurance at the Contractor's workshop prior to it being taken to site. Only once the approval has been granted can the equipment be taken to site for installation.
- 4.2 The Contractor shall be responsible for carrying out of on-site tests and commissioning of all equipment supplied and installed in terms of this specification and the contractual agreement.
- 4.3 Functional on-site tests shall be conducted on all items of equipment and circuitry to prove the proper functioning and installation thereof.
- 4.4 The Contractor shall submit a detailed list of on-site tests for the approval of the Project Manager or Supervisor.
- 4.5 The Contractor shall arrange for the Supervisor or his representative to be present to witness the on-site tests.
- 4.6 The on-site tests and subsequent commissioning will not commence until ALL CONSTRUCTION work has been completed. Construction staff, material and equipment shall be removed from site prior to the commencement of testing. Testing and commissioning of the power plants equipment will not be allowed to take place in a construction site environment.
- 4.7 The on-site tests shall include the following:
Test for the functionality of all electrical circuitry.
Trip tests on relays.
Test on equipment as per manufacturer's instructions.
Insulation tests.
- 4.8 At the completion of the on-site tests, the Project Manager or Supervisor or his representative shall either sign the tests sheets (supplied by the Contractor) as having witnessed the satisfactory completion thereof, or hand to the Contractor a list of defects requiring rectification.
- 4.9 Upon rectification of defects, the Contractor shall arrange for the Project Manager or Supervisor or his representative to certify satisfactory completion of on-site tests.
- 4.10 Acceptance by the Project Manager or Supervisor of satisfactory completion of on-site tests in no way relieves the Contractor of his obligation to rectify defects which may have been overlooked or become evident at a later stage.

5.0 COMMISSIONING OF EQUIPMENT

- 5.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.
- 5.2 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 5.3 The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period.
- 5.4 It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 5.5 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

6.0 GUARANTEE AND DEFECTS

- 6.1 The Contractor shall guarantee the satisfactory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.
- 6.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 6.3 The guarantee period for these standby plants shall expire after: A period of 12 months commencing on the date of completion of the contract or the date the standby plant was handed over to Transnet Freight Rail.
- 6.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.
- 6.5 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.
- 6.6 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 6.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Supervisor and at the cost of the Contractor.
- 6.8 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.

7.0 QUALITY AND INSPECTION

- 7.1 Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful Contractor.
- 7.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.
- 7.3 The Contractor shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place.
- 7.4 The Contractor shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place.

Contract Data

Works Information

8.0 Specifications

8.1 South African National Standards:

| | |
|------------|---|
| SANS 1091 | National colour standard. |
| SANS 763 | Hot dip galvanized zinc coating. |
| SANS 121 | Hot Dip Galvanized Coating for Fabricated Iron or steel Article. |
| SANS 8528 | reciprocating internal combustion engine driven Alternating current generating set. |
| SANS 10142 | Wiring Code. |

8.2 Transnet Freight Rail:

| | |
|--------------------|---|
| BBB 5452 version 3 | Transnet freight rail requirements for installation of electrical equipment for 3 kV DC substations. |
| CEE TBK 0027 | Control circuit diagrams – NO volt operation. |
| CEE TBK 0028 | Trip, lockout and indication circuit diagram. |
| BBC 0198 version 1 | Specifications for the supply of cables. |
| CEE 0033.90 | Specifications for installation of cables. |
| CEE.0183.2002 | Hot dip galvanising and painting of electrical equipment. |
| CEE.0224.2002 | Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract. |

NOTE: Any other specifications referenced in the above mentioned specification, will be for information purposes and may be provided on request.

8.3 Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)

9.0 Constraints on how the *Contractor* Provides the Works

9.1 The constraints shall be as specified in the specifications of the particular equipment.

10.0 Requirements for the programme

- | | |
|----------------------------|--|
| 10.1 Programme of work | : To be submitted by successful Contractor |
| 10.2 CIDB rating | : 3GB and above |
| 10.3 Format | : Bar chart |
| 10.4 Information | : How work is going to be executed and commissioned |
| 10.5 Submission | : Not Applicable |
| 10.6 Site diary | : Successful Contractor to supply in triplicates carbon copies |
| 10.7 Site instruction book | : Successful Contractor to supply in triplicates carbon copies |

11.0 Services and other things provided by the *Employer*

- 11.1 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 11.2 Upon successful completion of the works to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform necessary protection tests and commission the equipment.

Contract Data Site Information

The works shall be performed at the following substations:

| | |
|--------------------|-------------------|
| Glenroy | Persida |
| Module Tie | Silica |
| Welgedag goods tie | Withok tie |
| Arbor | Aurum |
| Bapsfontein | Brakfontein |
| Cowlesdam | Donkerhoek |
| Eloff | Hartbeest |
| Kameel | Kleinfontein |
| Knoppies | Modder |
| Plaats | Roadbend |
| Rooikraal | Savannah |
| Sentraal | Sundra |
| Valley | Welgedag traction |

Part C1.2 Adjudicator's Contract

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CONTRACT DATA

- Statements given in all contracts**
- The *contract between the Parties* is **To be advised**.....
 - The *period of retention* is ...**N/A**..... weeks.
 - The *law of the contract* is the law of **the Republic of South Africa**
 - The *language of this contract* is **English**.....
 - The amount of the advanced payment is **N/A**.....
 - The Adjudicator's *fee* is...**To be advised**.....per hour.
 - The *interest rate* is **2%** per annum above the prime lending rate of the **Standard Bank of South Africa.**
 - The *currency of this contract* is **ZAR**.....
 - The Adjudicator's appointment terminates on **(to be advised)**.....

Optional statements **If the period for payment of invoice is not three weeks**

- The period for payment of invoices is **four**.....weeks.

If additional conditions of contract are required

- The *additional conditions of contract* are

To be advised

.....

.....

.....

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TRANSNET



(REGISTRATION NO.1990/000900/30)
**TRADING AS
TRANSNET FREIGHT RAIL**

ADDENDUM NO. 1 SPECIFICATIONS TO THE CONTRACT

- 1) Where ever the registration number "1990/00900/6" appears in these specifications, please replace it with "1990/00900/30".

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TRANSNET





MINIMUM COMMUNAL HEALTH REQUIREMENTS IN AREAS OUTSIDE THE JURISDICTION OF A LOCAL AUTHORITY: TEMPORARY FACILITIES FOR CONTRACTOR'S PERSONNEL

1. CAMPS

- 1.1 Prior to the erection of any camp, the Contractor shall submit to the Employer's Deputy, for his approval, details of his proposals as to the site, water supply, sanitation, and size and type of buildings. Where the site is on private land, the Contractor shall submit the written approval for the use of the site of the relevant statutory authority and of the owner and occupier of the land (as applicable).
- 1.2 Camps must not be erected on land infested with field rodents.
- 1.3 Adequate drainage shall be provided to carry off storm and waste water.
- 1.4 Buildings shall be built to a neat and orderly pattern.
- 1.5 All buildings shall have smooth, hard, impervious floors, graded to provide effective drainage and to permit washing.
- 1.6 Camps shall be maintained by the Contractor at his own expense in a clean and tidy condition. The Contractor shall take such steps as the Employer's Deputy and landowner/occupier may demand to prevent the creation of a nuisance.
- 1.7 When so instructed by the Employer's Deputy, the Contractor shall, at his own expense, erect suitable screens between the camp and any public road, thoroughfare or railway line.
- 1.8 After removal of a camp, the Contractor shall, at his own expense, restore the site to its original condition to the satisfaction of the Employer's Deputy and of the landowner and occupier where the site is on private land.

2. HOUSING

- 2.1 Every living room shall have cross ventilation, both constant and occasional. Where only one window is provided, it shall not be in the same wall as the door.
- 2.2 Dimensions of living rooms shall be sufficient to allow 3.5 square metres of floor area and 11 cubic metres of air space for each person over the age of 10 years. The floor area of any living room shall not be less than 7,8 square metres.

- 2.3 Flat-roofed quarters shall have a minimum roof height of 3 metres above floor level. For quarters with pitched roofs, the wall height shall be not less than 2,6 metres above the floor with a minimum height above floor of 3 metres at the top of the pitch.
- 2.4 Doors shall not be less than 2m x 0,75m and must be halved.
- 2.5 Windows of each living room shall have an area not less than one twelfth of the floor area and shall be capable of opening to at least half their full area.
- 2.6 In areas where malaria is prevalent, doors and windows must be fitted with gauze screens.
- 2.7 Cooking shelters shall comprise roofed structures, three sides of which shall be enclosed by a weatherproof material, approved by the Employer's Deputy to a height of at least 1m above ground level.
- 2.7.1 Sleeping quarters shall not accommodate more than 8 persons per room.
- 2.7.2 Pegboards shall be carried on metal or concrete supports and shall be separated by partitions not less than 0,4 metres high extending to within 150mm of the end of the bunk. Pegboards shall be removable for cleaning.

3. WATER SUPPLY AND ABLUTION FACILITIES

- 3.1 The Contractor shall ensure that an adequate and conveniently situated supply of potable water is provided.
- 3.2 Separate buildings for ablution facilities shall be provided. Where approval has been obtained for the housing of both males and females, separate facilities for each sex shall be provided. The proportion shall be 1 cubicle for 20 persons.
- 3.3 Waste water shall be hygienically disposed of.

4. SANITATION

- 4.1 Separate buildings for latrine facilities shall be provided. Where housing are provided for both males and females, separate facilities for each sex shall be provided. The proportions shall be at least one squatting seat for every 15 persons or less in the case of pit latrines, or one for every 10 persons or less in case of pail latrines.

Latrines shall be fly proof and sited at least 10 metres from any other building, and shall not face on any public road, thoroughfare, railway line or residential property. Pits shall not be less than 2,5 metres deep and sited not less than 120 metres from nearest underground water source.

- 4.2 Latrines shall be so constructed, situated and maintained, and night soil so disposed of as to prevent access by animals, breeding of flies, pollution of streams and domestic water supplies, and other nuisances. Where a night soil removal service is operated by a competent authority, use of such service shall be obligatory, and the use of pit latrines and atria pits will not be permitted.

- 4.3 At least one refuse bin of adequate size with close fitting lid shall be provided for each building. Refuse bins shall be emptied and cleaned out daily.
- 4.4 Labour shall be employed on camp sanitation duties on the following basis:-
- 4.4.1 Where the number of persons living at the camp is 20 or less - one unit.
- 4.4.2 For additional numbers over 20 living at the camp - one unit per 100 or part thereof.
- 4.5 Unless refuse is removed by a competent authority, it shall be disposed of in pits and covered over daily with a layer of earth or ash of sufficient thickness to prevent depredations by rodents and the breeding of flies.
- 4.6 Adequate measures shall be taken against all vermin and insects responsible for the spread of disease. Any instructions of a competent health authority shall be carried out promptly and implicitly.
- 4.7 Buildings and bedboards shall be treated whenever necessary with an approved insecticide.
- 4.8 The Contractor shall permit and facilitate inspection of the camp and structures on the site by the staff of Transnet or any other competent authority, and shall comply with any reasonable request by such staff or any other competent authority to eliminate any unsanitary condition.
- 4.9 Any outbreak of infectious disease shall immediately be reported telephonically and confirmed in writing to the Employer's Deputy.
- 4.10 The keeping of animals of any sort is not permitted.
- 4.11 The Contractor shall have on hand at the camp the necessary tools, disinfectants and cleaning materials to maintain and clean the sanitary facilities.

5. RATIONS

Rations, where supplied by the Contractor, shall be stored in a suitable and rodent proof building with sufficient shelving.

P02b-06 (JLH)

TRANSNET



(REGISTRATION NO.1990/000100/30)

**TRADING AS
TRANSNET FREIGHT RAIL**

**MINIMUM COMMUNAL HEALTH REQUIREMENTS IN AREAS OUTSIDE THE JURISDICTION OF A
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5. **RATIONS**

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TRANSNET SOC LTD

(Registration no. 1990/000900/30)

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

1. General

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work 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 Project Manager or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

- (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
 - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 **“competent person”** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **“contractor”** means principal contractor and **“subcontractor”** means contractor as defined by the Construction Regulations, 2003;
- 2.5 **“fall protection plan”** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **“health and safety file”** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **“Health and Safety Plan”** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **“Risk Assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **“the Act”** means the Occupational Health and Safety Act No. 85 of 1993.

3. **Procedural Compliance**

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

- (a) includes the demolition of a structure exceeding a height of 3 metres; or
- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m,

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

- (a) includes excavation work deeper than 1m; or

- (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Project Manager or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Project Manager. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Project Manager.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Project Manager an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Project Manager with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.
- 4. Special Permits**
- Where special permits are required before work may be carried out such as for hot work, isolation permits, work permits and occupations, the Contractor shall apply to the Project Manager or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.
- 5. Health and Safety Programme**
- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
 - (a) The identification of the risks and hazards that persons may be exposed to;
 - (b) the analysis and evaluation of the hazards identified;
 - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
 - (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
 - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
 - (d) the site access control measures pertaining to health and safety to be implemented;
 - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Project Manager 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 Project Manager'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 Project Manager's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Project Manager or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Project Manager, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.
- 6. Fall Protection Plan**
- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

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

6.3 The fall protection plan shall include:-

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

7. Hazards and Potential Hazardous Situations

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

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

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

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

2. Principal contractor's compensation registration number:

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

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

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

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

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

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

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

8. Nature of the construction work:

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

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

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

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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

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

ANNEXURE 2

(COMPANY LETTER HEAD)

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

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In _____ terms of _____
I, _____

representing the Employer) do hereby
appoint _____

As the Competent Person on the
premises at _____

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

Date : _____

Signature :- _____

Designation : _____

ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

ANNEXURE 3

(COMPANY LETTER HEAD)

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

DECLARATION

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

Signature :- _____

Date : _____

"PREVIEW COPY ONLY"

ANNEXURE 4

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

SITE ACCESS CERTIFICATE

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

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

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

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

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

Signed : _____ **Date :** _____

PROJECT MANAGER

ACKNOWLEDGEMENT OF RECEIPT

Name _____ **of** _____ **I,**
Contractor/Builder :- _____

**do hereby acknowledge and accept
the duties**

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

Name : _____ **Designation :** _____

Signature : _____ **Date :** _____

TRANSNET



Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

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

(This specification shall be used in network operator contracts)

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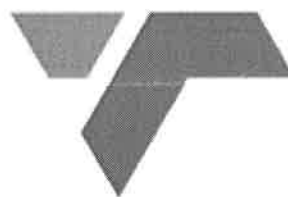
**SPECIFICATION FOR GENERAL WORK AND WORKS ON, OVER, UNDER OR
ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT**

| | | | |
|-------------|---|-----------------|---|
| Author: | Project Manager Capital Program (Electrical) | G. Maposa |  |
| Approved: | Senior Engineer Infra Engineering (Train Authorisation Systems) | J. van den Berg |  |
| " | Principal Engineer Infra Engineering (Track) | M. Marutla |  |
| " | Principal Engineer Infra Engineering (Structures) | J. Homan |  |
| " | Principal Engineer Infra Engineering (Electrical) | J. Vosloo |  |
| " | Principal Engineer Technology Management (Electrical) | W. Coetzee |  |
| " | Chief Engineer Transport Telecoms | D. Botha |  17 June 11 |
| Authorised: | Chief Engineer Infrastructure Engineering | J. van Aardt |  2011/06/30 |

Date: May 2011

(This page not to be issued with contract)

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1.0 SCOPE

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

2.0 DEFINITIONS

The following definitions shall apply:

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

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

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

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

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

"Dead" - Isolated and earthed.

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

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

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

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

"Near" - To be in such a position that a person's body or the tools he is using or any equipment he is handling may come within 2 metres of "live" exposed high-voltage electrical equipment.

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

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

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

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

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

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

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

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

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

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

PART A - GENERAL SPECIFICATION

3.0 AUTHORITY OF OFFICERS OF TRANSNET

- 3.1 The Contractor shall co-operate with the officers of the network operator and shall comply with all instructions issued and restrictions imposed with respect to the Works which bear on the existence and operation of the network operator's railway lines and high-voltage equipment.
- 3.2 Without limiting the generality of the provisions of clause 3.1, any duly authorised representative of the network operator, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of the network operator's assets or any person is affected. **CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.**

4.0 CONTRACTOR'S REPRESENTATIVES AND STAFF

- 4.1 The Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Contract Supervisor with the names, addresses and telephone numbers of the representatives.
- 4.2 The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.
- 4.3 The Contractor shall ensure that all contractor staff receives relevant awareness, educational and competence training regarding safety as prescribed.

5.0 OCCUPATIONS AND WORK PERMITS

- 5.1 Work to be done during total occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Contract Supervisor and at times to suit the network operator requirements.
- 5.2 The Contractor shall organise the Works in a manner which will minimise the number and duration of occupations and work permits required.
- 5.3 The network operator will not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.
- 5.4 The Contractor shall submit to the Contract Supervisor, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 21 days before they are required. The network operator does not undertake to grant an occupation or work permit for any particular date, time or duration.
- 5.5 The network operator reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 5.6 to 5.8.
- 5.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.
- 5.7 When the Contractor is notified less than 2 hours before the scheduled starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit.
- 5.8 Reimbursement of the Contractor for any loss of working time in terms of clause 5.6 and 5.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Contract Supervisor certifies that no other work on which the labour and plant could be employed was immediately available.
- 5.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Contract Supervisor written confirmation of the date, time and duration of the occupation.
- 5.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of the Work Permit, signifying that he is aware of the work boundaries within which work may be undertaken. After the work for which the permit was granted has been completed, or when the

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

6.0 SPEED RESTRICTIONS AND PROTECTION

- 6.1 When speed restrictions are imposed by the network operator because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.
- 6.2 When the Contract Supervisor considers protection to be necessary the Contractor shall, unless otherwise agreed, provide all protection including flagmen, other personnel and all equipment for the protection of the network operator's and the Contractor's personnel and assets, the public and including trains.
- 6.2.1 The network operator will provide training free of charge of the Contractor's flagmen and other personnel performing protection duties. The Contractor shall consult with the Contract Supervisor, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in the Manual for Track Maintenance (Document no. BBB0481):
- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
 - Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
 - Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
 - Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)
- 6.3 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction which may be given by the network operator personnel providing protection.

7.0 ROADS AND ROADS ON THE NETWORK OPERATOR'S PROPERTY

- 7.1 The Contractor shall take every reasonable precaution to prevent damage to any roads or bridges used to obtain access to the site, and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as is reasonably possible.
- 7.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the Contract Supervisor has obtained the approval of the road authority concerned.

8.0 CLEARANCES

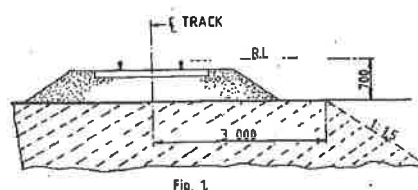
- 8.1 No temporary works shall encroach on the appropriate minimum clearances set out in the Manual for Track Maintenance (Document no. BBB0481):
- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
 - Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
 - Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
 - Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)

9.0 STACKING OF MATERIAL

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

10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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



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

11.0 FALSEWORK FOR STRUCTURES

- 11.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Contract Supervisor and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.
- 11.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Contract Supervisor a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Contract Supervisor to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

12.0 PILING

- 12.1 The Contract Supervisor will specify the conditions under which piles may be installed on the network operator's property.

13.0 UNDERGROUND SERVICES

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

14.0 BLASTING AND USE OF EXPLOSIVES

- 14.1 When blasting within 500m of a railway line, the Contractor shall observe the requirements stipulated in this specification.
- 14.2 No blasting shall be carried out except with the prior written permission of the Contract Supervisor and under such conditions as he may impose.
- 14.3 On electrified lines the Contractor shall also obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days notice of his intention to blast. No blasting shall be done in the vicinity of electrified lines unless a member of the network operator's electrical personnel is present.
- 14.4 The Contractor shall arrange for the supply, transport storage and use of explosives.
- 14.5 The Contractor shall have labour, tools and plant, to the satisfaction of the Contract Supervisor, available on the site to clear immediately any stones or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the network operator.
- 14.6 The Contractor shall notify the Contract Supervisor of his intention to blast at least 21 days before the commencement of any blasting operations.
- 14.7 Before any blasting is undertaken, the Contractor and the Contract Supervisor shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any existing cracking or damage to such structures, etc. The Contractor, shall, subject to the provisions stipulated in the Contract Insurance Policy, make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Contract Supervisor, was directly caused by the blasting.
- 14.8 After completion of the blasting the Contractor shall obtain a written clearance from each landowner in

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

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

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

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

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

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

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

15.0 RAIL TROLLEYS

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

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

16.0 SIGNAL TRACK CIRCUITS

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

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

17.0 PENALTY FOR DELAYS TO TRAINS

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

18.0 SURVEY BEACONS AND PEGS

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

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

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

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

- 18.3 The Contractor shall preserve all pegs and bench marks. Such survey points shall not be removed without the written approval of the Contract Supervisor. Should any peg or benchmark be removed without authority, the Contract Supervisor will arrange for its replacement and the cost will be recovered from the Contractor. No claim will be considered for delay in replacing any such peg or bench mark. Each peg replaced shall be checked by the Contractor.
- 18.4 Where a new boundary has been established, beacons on the fence line shall not be disturbed, and fence posts or anchors may not be placed or excavations made within 0,6 m of any beacon without the prior written approval of the Contract Supervisor.

19.0 TEMPORARY LEVEL CROSSINGS

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

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

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

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

- 19.3 The Contractor shall take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the temporary level crossing to himself and his employees, his subcontractors and their employees, the staff of the network operator and to such other persons as the Contract Supervisor may permit and of whose identity the Contractor will be advised. If so ordered by the Contract Supervisor, the Contractor shall provide persons to control road traffic using the temporary level crossing. Such persons shall stop all road traffic when any approaching train is within seven hundred and fifty (750) metres of the temporary level crossing, and shall not allow road traffic to proceed over it until the lines are clear.
- 19.4 The Contractor shall maintain the temporary level crossing within the railway servitude in good condition for the period it is in use. A temporary agreement with the road authority to be concluded for the maintenance of the level crossing outside the railway servitude.
- 19.5 When the temporary level crossing is no longer required by the Contractor, or permitted by the network operator, the Contractor shall at his own cost remove it and restore the site and the network operator's track-, structure-, drainage-, electrical-, telecommunications- and train authorisation systems to its original condition. Work over the tracks and within the railway servitude will be supervised by the network operator.

20.0 COMPLETION OF THE WORKS

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

21.0 PROTECTION OF PERSONS AND PROPERTY

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

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

- 21.2 The Contractor shall take all the requisite measures and precautions during the course of the Works to:
- (i) protect the public and property of the public,
 - (ii) protect the property and workmen of both the network operator and the Contractor,
 - (iii) avoid damage to and prevent trespass on adjoining properties, and
 - (iv) ensure compliance with any instruction issued by the Contract Supervisor or other authorised person, and with any stipulation embodied in the contract documents which affects the safety of any person or thing.
- 21.3 The network operator will provide, at its own cost, protection for the safe working of trains during such operations as the Contract Supervisor may consider necessary. Protection by the network operator for any purpose whatsoever, does not absolve the Contractor of his responsibilities in terms of the Contract.
- 21.4 The Contractor shall take all precautions and appoint guards, watchmen and compound managers for prevention of disorder among and misconduct by the persons employed on the Works and by any other persons, whether employees or not, on the work site and for the preservation of the peace and protection of persons and property in the direct neighbourhood. Any relocation of camps because of disorder shall be at the Contractor's expense.
- 21.5 All operations necessary for the execution of the Works, including the provision of any temporary work and camping sites, shall be carried out so as not to cause vent fire, ground and environmental pollution, soil erosion or restriction of or interference with streams, furrows, drains and water supplies.
- If the original surface of the ground is disturbed in connection with the Works, it shall be made good by the Contractor to the satisfaction of the land owner, occupier or responsible authority.
- 21.6 The Contractor shall take all reasonable steps to minimise noise and disturbance when carrying out the Works, including work permitted outside normal working hours.
- 21.7 Dumping of waste or excess materials by the Contractor shall, in urban areas, be done under the direction and control of, and at sites made available by the local authority. Dumping outside local authority boundaries shall be done only with the express permission and under the direction and control of the Contract Supervisor.
- 21.8 The Contractor shall comply with environmental protection measures and specifications stipulated by the Contract Supervisor and/or local and environmental authorities.
- 22.0 INTERFERENCE WITH THE NETWORK OPERATOR'S ASSETS AND WORK ON OPEN LINES**
- 22.1 The Contractor shall not interfere in any manner whatsoever with an open line, nor shall he carry out any work or perform any act which affects the security, use or safety of an open line except with the authority of the Contract Supervisor and in the presence of a duly authorised representative of the network operator.
- 22.2 The Contractor shall not carry out any work or operate any plant, or place any material whatsoever nearer than three metres from the centre line of any open line except with the written permission of the Contract Supervisor and subject to such conditions as he may impose.
- 22.3 Care must be taken not to interfere with or damage any services such as overhead wire routes, cables or pipes and optical fibre cable, except as provided for the work specified. The Contractor will be held responsible for any damage to or interruption of such services arising from any act or omission on his part or of any of his employees, or persons engaged by him on the Works. The cost of repairing, replacing or restoring the services, as well as all other costs arising from any damage to services, shall be borne by, and will be recovered from the Contractor.
- 22.4 Authority granted by the Contract Supervisor and the presence of an authorised representative of the network operator in terms hereof, shall not relieve the Contractor of his duty to comply with this specification.
- 23.0 ACCESS, RIGHTS-OF-WAY AND CAMPSITES**
- 23.1 Where entry onto the network operator's property is restricted, permission to enter will be given only for the purpose of carrying out the Works and will be subject to the terms and conditions laid down by the network operator.
- 23.2 The Contractor shall arrange for campsites, workplaces and access thereto as well as for any right-of-

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

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

- 23.3 The Contractor shall take all reasonable steps to confine the movement of vehicles and plant to the approved right-of-way to minimise damage to property, crops and natural vegetation.
- 23.4 When access is no longer required, and before completion of the Works, the Contractor shall repair, restore or replace any fence or gate damaged during execution of the Works to the satisfaction of the Contract Supervisor and shall furnish the Contract Supervisor with a certificate signed by the owner and occupier of land over which he has gained access to a campsite, workplace and the Works, certifying that the owner and occupier have no claim against the Contractor or the network operator arising from the Contractor's use of the land. Should the Contractor be unable to obtain the required certificate, he shall report the circumstances to the Contract Supervisor.

24.0 SUPERVISION

- 24.1 The Contract Supervisor will provide overall technical superintendence of the Works, and may direct the Contractor in terms of the provisions of the Contract or in respect of any measures which the Contract Supervisor may require for the operations of the network operator, the safety of trains, property and workmen of the network operator, and for the safety of other property and persons. The Contractor shall carry out the directions of the Contract Supervisor. The superintendence exercised by the Contract Supervisor, including any agreement, approval, refusal or withdrawal of any approval given, shall not relieve the Contractor of any of his duties and liabilities under the Contract, and shall not imply any assumption by the network operator or by the Contract Supervisor of the legal and other responsibilities of the Contractor in carrying out the Works.
- 24.2 The Contract Supervisor may delegate to any deputy or other person, any of his duties or functions under the Contract. On receiving notice in writing of such delegation, the Contractor shall recognise and obey the deputy or person to whom any such duties or functions have been delegated as if he were the Contract Supervisor.
- 24.3 The Contractor shall exercise supervision over the Works at all times when work is performed or shall be represented by an agent having full power and authority to act on behalf of the Contractor. Such agent shall be competent and responsible, and have adequate experience in carrying out work of a similar nature to the Works, and shall exercise personal supervision on behalf of the Contractor. The Contract Supervisor shall be notified in writing of such appointment which will be subject to his approval.
- 24.4 The Contractor or his duly authorised agent shall be available on the site at all times while the Works are in progress to receive the orders and directions of the Contract Supervisor.

25.0 HOUSING OF EMPLOYEES

- 25.1 The Contractor shall, where necessary, make his own arrangements for suitable housing of his employees. Where temporary housing is permitted by the Contract Supervisor on any part of the site, the Contractor shall provide suitable sanitation, lighting and potable water supplies in terms of the requirements of the local authority or the current network operator's specification; Minimum Communal Health Requirements in Areas outside the Jurisdiction of a Local Authority - E.4B, as applicable.
- 25.2 Fouling the area inside or outside the network operator's boundaries shall be prevented. The Contractor will be called upon by the Contract Supervisor to dispose of any foul or waste matter generated by the Contractor.

26.0 OPTICAL FIBRE CABLE ROUTES

- 26.1 The Contractor shall not handle, impact, move or deviate any optical fibre cable without prior approval.
- 26.2 Works that in any way affect the optical fibre cable requires prior approval from the Contract Supervisor

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

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

27.0 GENERAL

- 27.1 This specification is based on the contents of Transnet's publication ELECTRICAL SAFETY INSTRUCTIONS, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract.

These instructions apply to all work near "live" high-voltage equipment maintained and/or operated by the network operator, and the onus rests on the Contractor to ensure that he obtains a copy.

- 27.2 This specification must be read in conjunction with and not in lieu of the Electrical Safety Instructions.
- 27.3 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Electrical Safety Instructions.
- 27.4 The Electrical Safety Instructions cover the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).
- 27.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tool he is using or any equipment he is handling, to come within 3 metres of any "live" high-voltage equipment.
- 27.6 The Contractor shall regard all high-voltage equipment as "live" unless a work permit is in force.
- 27.7 Safety precautions taken 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 the network operator's staff where this is necessary.
- 27.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

28.0 WORK ON BUILDINGS OR FIXED STRUCTURES

- 28.1 Before any work is carried out or measurements are taken on any part of a building, fixed structure or earthworks of any kind above ground level situated within 3 metres of "live" high-voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.
- 28.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Works.
- 28.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

29.0 WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING OR UNLOADING

- 29.1 No person may stand, climb or work, whilst on any platform, surface or foothold:
- 29.1.1 higher than the normal unrestricted access way, namely -
 - 29.1.1.1 external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
 - 29.1.1.2 walkways between coaches and locomotives.
 - 29.1.2 of restricted access ways in terms of the Electrical Safety Instructions namely -
 - 29.1.2.1 the floor level of open wagons
 - 29.1.2.2 external walkways or decks of road-rail vehicles, on-track maintenance machines and material trains.
 - 29.1.3 Unauthorised staff working on these platforms must be directly supervised by duly authorised persons in terms of clause 607.1.3 of the Electrical Safety Instructions. These persons must attend the relevant electrical safety module training. A letter of training must then be issued by an accredited training authority. A Category C Certificate of Authority must be obtained from the

local depot examining officer.

- 29.2 When in the above positions no person may raise his hands or any equipment he is handling above his head.
- 29.3 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.
- 29.4 The handling of long lengths of material such as metal pipes, reinforcing bars, etc should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.
- 29.5 The Responsible Representative shall warn all persons under his control of the danger of being near "live" high-voltage equipment, and shall ensure that the warning is fully understood.
- 29.6 Where the conditions in clauses 30.1 to 30.4 cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable Safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by the network operator and at the Contractor's cost as an Authorised Person to work closer than 3 metres from "live" overhead conductors and under such conditions as may be imposed by the senior responsible electrical engineer of the network operator.

30.0 USE OF EQUIPMENT

30.1 Measuring Tapes and Devices

- 30.1.1 Measuring tapes may be used near "live" high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the "live" equipment.
- 30.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the "live" high voltage equipment.
- 30.1.3 Special measuring devices longer than 2 metres such as survey sticks and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer of the network operator, but these devices must not be used within 3 metres of "live" high-voltage equipment in rainy or wet conditions.
- 30.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in clauses 31.1.1 to 31.1.3 are required.
- 30.1.5 The restrictions described in 31.1.1 to 31.1.3 do not apply on a bridge deck between permanent parapets nor in other situations where a barrier effectively prevents contact with the "live" high-voltage equipment.

30.2 Portable Ladders

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

31.0 CARRYING AND HANDLING MATERIAL AND EQUIPMENT

- 31.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material which exceeds 2 metres in length shall be carried completely below head height near "live" high-voltage equipment. For maximum safety such material should be carried by two or more persons so as to maintain it as nearly as possible in a horizontal position. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any "live" high-voltage equipment.
- 31.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any "live" high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.
- 31.3 The presence of overhead power lines shall always be taken account of especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

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

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

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

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

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

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

33.0 USE OF WATER

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

34.0 USE OF CONSTRUCTION PLANT

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

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

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

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

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

35.0 WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT

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

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

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

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

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

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

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

36.0 TRACTION RETURN CIRCUITS IN RAILS

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

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

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

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

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

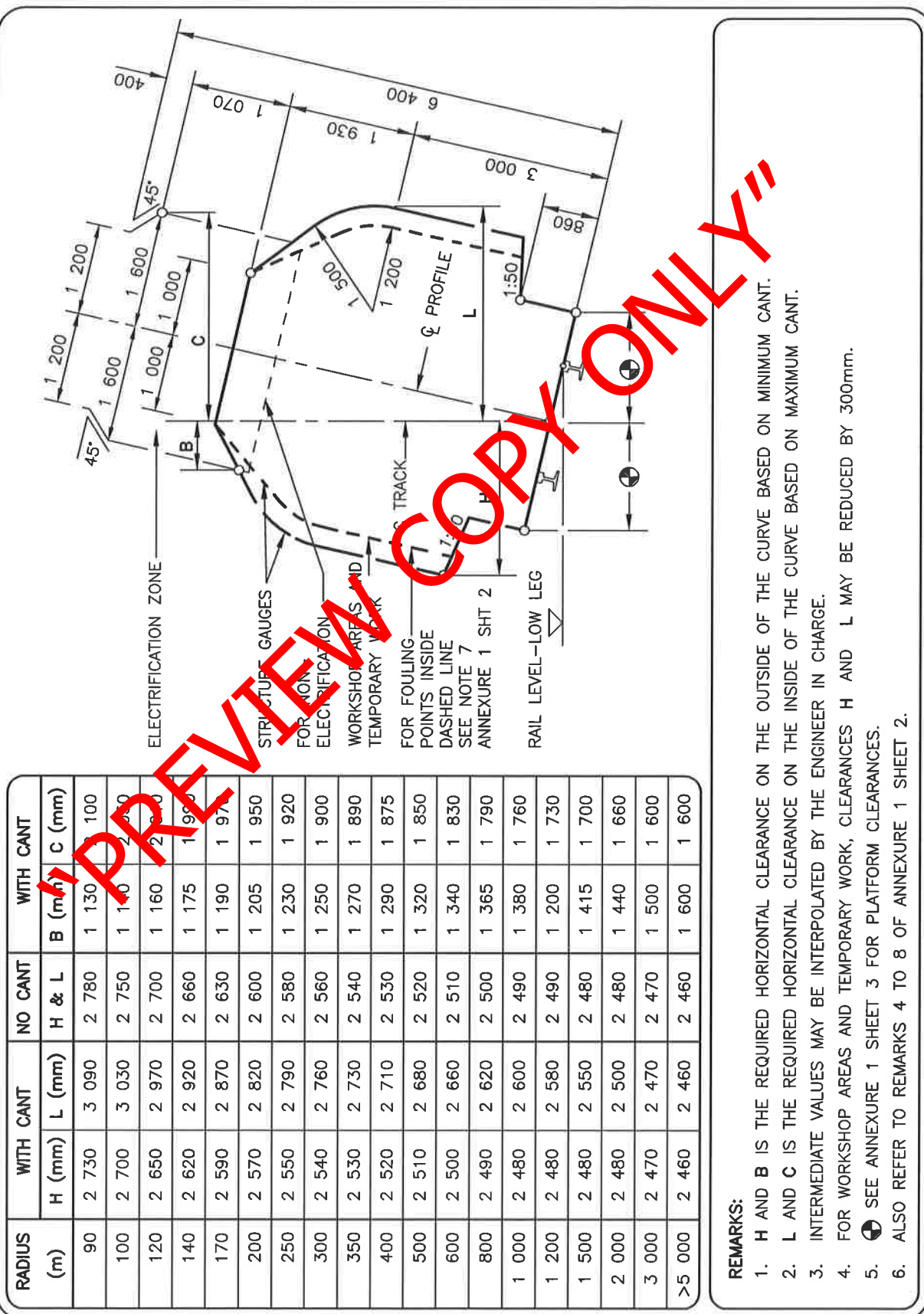
Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by the network operator, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

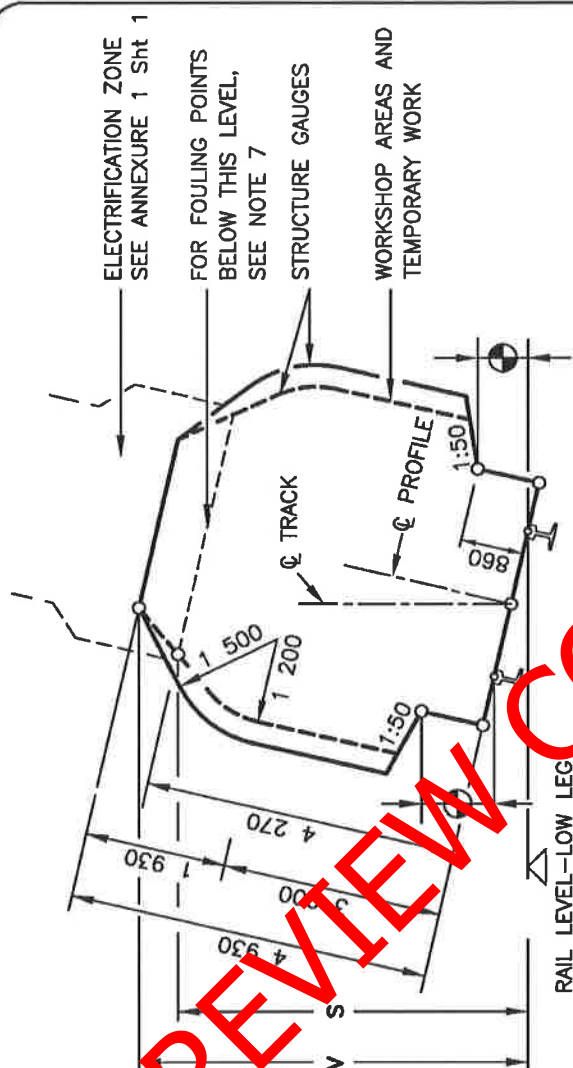
Such equipment includes:-

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

END


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| LOCATION | | NOT ELECTRIFIED | ELECTRIFIED (PRESENT OR FUTURE) | |
|---|-------------|-----------------|---------------------------------|--------|
| | | | 3kV & 25kV | 50kV |
| ALL AREAS OTHER THAN THOSE INDICATED BY * BELOW | RADIUS (mm) | S (mm) | V (mm) | V (mm) |
| | 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:

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

CLEARANCES : PLATFORMS

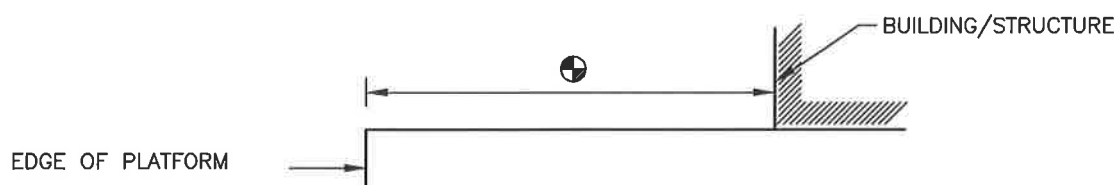
PLATFORMS : TRACK GAUGE 1 065mm

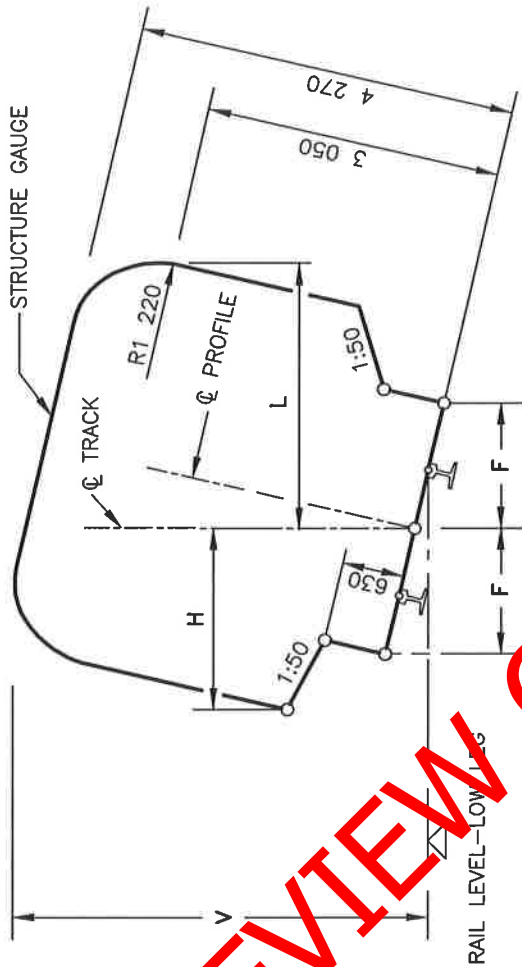
| PASSENGERS | | | | | GOODS |
|---------------|-----------|-----------|-----------|-----------|-----------|
| | | | | | |
| RADIUS (m) | A (mm) | B (mm) | C (mm) | D (mm) | E (mm) |
| 90 | 1 690 | 1 820 | 890 | 810 | 1 840 |
| 100 | 1 650 | 1 790 | 890 | 810 | 1 810 |
| 120 | 1 610 | 1 740 | 890 | 810 | 1 760 |
| 140 | 1 580 | 1 700 | 890 | 810 | 1 720 |
| 170 | 1 550 | 1 660 | 890 | 810 | 1 690 |
| 200 | 1 530 | 1 640 | 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 065mm AND 610mm TRACK GAUGE

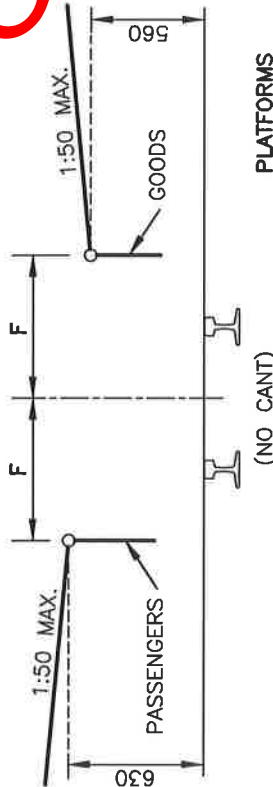




| RADIUS (m) | F (mm) |
|------------|--------|
| 50 | 1 550 |
| 60 | 1 510 |
| 80 | 1 460 |
| 100 | 1 430 |
| 120 | 1 410 |
| 140 | 1 390 |
| 170 | 1 380 |
| 200 | 1 370 |
| 250 | 1 360 |
| 300 | 1 350 |
| 600 | 1 330 |
| 1 000 | 1 320 |
| >2 000 | 1 320 |
| STRAIGHT | 1 310 |

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

CLEARANCES



PLATFORMS

REMARKS:

1. H IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
2. L IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
3. V IS THE MINIMUM VERTICAL CLEARANCE.
4. 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.
5. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
6. ALSO REFER TO REMARKS 5, 6 AND 7 OF ANNEXURE 1 SHEET 2.
7. CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH.
8. SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.



Transnet Procedure Manual
Principal Controlled Insurance
Contract Works
Contractors Public Liability
2013 / 2014



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Introduction

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Introduction

TRANSNET SOC LIMITED insure all Projects / Contracts on a Principal Controlled Insurance Programme basis (including the Assembly and/or Erection of Plant and Machinery) in respect of Contract Works and Contractors Public Liability.

Philosophy of the programme

- Transnet SOC Limited and its Operating Divisions and Specialist Units wish to control the risk exposures in this regard.
- Transnet SOC Limited, as a large organization, bulk-buys - resulting in preferential rates and cover.
- Simplified administration.
- Eliminates potential problems which usually occur when individual Contractors are responsible to arrange separate insurance.
- Includes the Contractor and/or Subcontractors as an insured party.

The Transnet SOC Ltd Principal Controlled Insurance Programme comprises:

- Principal Controlled Contract Works Insurance hereinafter abbreviated as (PCI) - This policy provides indemnity for all contracts up to **R 100 million VAT exclusive inclusive of Free Issue Material.**
- Principal Controlled Contractors Liability Insurance hereinafter abbreviated as (PCI LIAB) - This policy provides indemnity for all contracts up to **R 100 million VAT exclusive inclusive of Free Issue Material.**
- Principal Controlled One Off Insurance hereinafter abbreviated as (PCI One Off) - This policy provides indemnity for all contracts with values in excess of **R 100 million VAT exclusive inclusive of Free Issue Material.**
- Project Specific Insurance hereinafter abbreviated as (PSI Projects) - This policy will indemnify any project comprising Multiple Packages.

NOTE

Insurance cover arrangements for these categories is subject to prior notification and arrangement with Group Risk Finance as specific underwriting information is required for soliciting quotations for cover.

- It is therefore important that Tender and eventual Contract documents reflect the fact that Transnet as the Principal (i.e. the Employer) arranges certain covers which incorporates cover on behalf of Contractor's and / or Subcontractor's.
- The concept does not relieve the contracting parties of their responsibilities for, amongst others, care of the works and liabilities to third parties.

Insurance Responsibilities

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Insurance Responsibilities

1. Cover arranged by Transnet as the Principal (Employer)

1.1 Insurance Cover Applicable To All Contracts

| Principal Controlled Insurance Programme | Estimated Contract Values any one Contract inclusive of Free Issue Material |
|--|---|
| PCI Contract Works PCI | ≤ R100 million VAT exclusive |
| PCI Liability PCI LIAB | ≤ R100 million VAT exclusive |
| PCI One Off Contract Works & Liability PCI One Off's | >R 100 million VAT exclusive |
| Project Specific Insurance Contract Works & Liability PSI Projects | >R 100 million VAT exclusive comprising multiple packages |

Note

- **PCI ; PCI LIAB and PCI One Off's** are normally arranged for single contracts.
- **PSI Projects** in most instances comprise a multitude number of different packages included in a package plan and is normally managed by Transnet Capital Projects on behalf of the Operating Divisions.

1.1.1 Contract Works Cover

Covering fortuitous physical loss or damage to the works, temporary works and materials for incorporation into the works whilst in inland transit and whilst at the contract site.

Limited to **R100,000,000** any one contract inclusive of Free Issue Material (**Exclusive of VAT**)

1.1.2 Public Liability Cover

Covering legal liability for death of or injury to third party persons and/or loss of or damage to third party property arising out of or connection with the performance of the works on the contract site or sites designated by Transnet for purposes of the performance of the contract.

Limited to **R25,000,000** any one occurrence.

1.1.3 Riot / Strike Cover (Contract Works)

Provided by:
SASRIA (South African Special Risks Insurance Association) in respect of risks with RSA.



1.2 Additional Insurances (Optional)

1.2.1 Marine Transit Cover

Covering imports until delivered and checked on site.

1.2.2 Project Delay Cover

Covering consequential financial exposures due to delays following indemnifiable loss or damage to the works.

The above information (including limits of insurance purchased) should be clearly spelt out in Tender and eventual Contract documentation including the deductible (excess) which are applicable and the fact that Contractor's and/or Subcontractor's are responsible for the deductible.

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2. Cover to be arranged by Contractor's/Subcontractor's

All Contractor's/Subcontractor's still remain fully responsible to arrange insurance in respect of the following:

- As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
- Employers Common Law Liability.
- Own plant, machinery, equipment and tools.
- Motor Vehicle Liability.
- Professional Indemnity (Defective Design).

This should also be clearly spelt out in Tender and eventual Contract documentation.

3. Cover to be arranged by Consulting Engineers, Architects & Other Professionals

Professional Indemnity (defects in Design, Plan or Specification).

Please ensure that Professional Service Providers do not contract out of their liability in this regard. (Please refer to Transnet Group Insurance for recommendation and approved limits).

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Summary of Cover

General

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Summary of Cover

The Insured Parties

- Transnet SOC Limited and / or its Subsidiary Companies as Principal or Employer.
- All Contractor's undertaking work for or on behalf of the Principal in execution of the Contract.
- All Subcontractor's employed by the Contractor and all other Subcontractor's (whether nominated or otherwise) engaged in the fulfillment of the Contractor.
- To the extent required by any Contract or Agreement suppliers manufacturers vendors or other persons engaged on the contract sites but only to the extent of loss damage or liability originating at the Contract Site (other than while the Property Insured is in transit) arising out of the performance of their Contract Site obligations.

Insured Contracts

All contracts undertaken by the Insured involving but not limited to Design Construction, Testing, Commission in respect of new works, geotechnical and exploratory works, capital expenditure, upgrade, modification, maintenance and/or overhaul and/or refurbishment, renovation, retrofitting or alteration and/or additions to existing facilities and/or re-profiling of track, vegetation rehabilitation and ballast tamping activities undertaken by the Insured or other Insured Parties acting on their behalf but excluding:

- Contracts where the contract value including the value of Free Issue Material exceeds R100,000,000 (Exclusive of VAT).
- Contracts where the duration of the contract exceeds 36 months.
- Contracts where the contractual Defects Liability / Maintenance period exceeds 24 months.
- Contracts involving harbor works being work other than maintenance on existing assets entailing or involving work in or upon water whether partially or fully submerged such as but not limited to quay walls, wharfs, seawalls, caissons, breakwaters, jetties, piers, deepening or widening and dredging of ports and other on-shore risks.
- Contracts involving construction or erection of Petrochemical Manufacturing Plant(s) such as Sasol but this exclusion shall not apply to pipelines and other works undertaken by or on behalf of Transnet Pipelines Limited.
- Contracts outside of the Republic of South Africa.
In territories outside of South Africa it is required in terms of their Insurance Acts that insurance cover be placed with their local markets. It is therefore important that the Broker be advised at feasibility stage (prior to Tender documents being issued) should any contracts, whether as Principal or Contractor, take place in any Territory outside of the Republic of South Africa.

Contract Site

Any location upon which the Insured Contract(s) is to be executed or carried out as more fully defined in the Insured Contract(s) documents together with so much of the surrounding area as may be designated for the performance of the Insured Contract(s) within the Republic of South Africa.



| Principal Controlled Insurance Programme | Estimated Contract Values any one Contract inclusive of Free Issue Material |
|--|---|
| PCI Contract Works PCI | ≤ R100 million VAT exclusive |
| SASRIA on Contract Works | ≤ R100 million VAT exclusive |
| PCI Liability PCI LIAB | ≤ R100 million VAT exclusive |
| PCI One Off Contract Works & Liability PCI One Off's | >R 100 million VAT exclusive |
| Project Specific Insurance Contract Works & Liability PSI Projects | >R 100 million VAT exclusive comprising multiple packages |

- To extend the contract period beyond 36 months will attract an additional premium.
(See Administrative Procedures herein).

Declaration Procedure/Premium Payment Procedure

All Contracts up to R100m VAT exclusive including the value of Free Issue Material must be declared to Willis South Africa in terms of the attached Declaration form marked as Annexure 1 prior to commencement of the Works.

Claims Reporting

- All incidents that could give rise to claim under the Principal Controlled Insurances, **HAVE TO BE** reported to the relevant Transnet Insurance Manager's offices by means of an Incident Report Form (FORM A) and the incident must be captured on **TOMS** by the department involved. All incidents must be reported to the Broker/Insurer as soon as possible and in any event no later than 30-days after occurrence of the incident which may give rise to a claim under the Contract Works or Liability insurance.

Failing this, all benefits in terms of the Policy shall be voidable from date of occurrence. It is essential that this condition is brought to the attention of Contractors in Tender/Contract Documents.

- All incidents / claims must be registered in terms of **Transnet SOC Unique Claim Numbering System**

Policy Structure

There are two policies covering the Transnet Construction, Maintenance and Refurbishment contracts (but excluding contracts as described on page 9) as follows:-

1. PCI Policy MZAR10060 – (PCI)

Principal Controlled Contract Works up to R100,000,000 any one contract including the value of Free Issue Material;

2. PCI Liability Policy S04089-12 – (PCI LIAB)

Principal Controlled Contractors Public Liability (PCI) in respect of Contracts up to R100,000,000 any one contract including the value of Free Issue Material with a Limit of Indemnity of R25,000,000; Projects in excess of R100,000,000 including the value of Free Issue Material must be referred to Transnet Group Insurance for further instructions.

Summary of Cover

Contract Works Insurance

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Contract Works Insurance

Synopsis of Cover

Accidental physical loss of or damage to the works or materials for incorporation in the works:

- During dismantling of property in connection with the Insured Contracts.
- Whilst in transit, including loading and unloading, or whilst temporarily stored at any premises en route to or from The Contract Site within the Republic of South Africa;
- During the preparation of The Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a Notice of Completion Certificate or similar evidence of legal transfer of risk in the whole or permanent works under the Insured Contract to the Employer;
- Where testing and commissioning of Property Insured is conducted by the Employer "completion" for purposes of this insurance to occur only after successful completion of all testing and commissioning of the whole of the permanent works under the Insured Contract;
- Where the permanent property insurance arranged by the Employer indemnify the Insured for completed portions of the Property Insured prior to completion of the whole of the permanent works under the Insured Contract, this insurance in respect of such completed portions of the Property Insured shall cease except as provided below;
- Work uncompleted or outstanding in terms of any certificate of completion, certificate of handover or similar document shall continue to be insured until its completion and the inception of the Contractual Defects Liability or Maintenance Period (as may be described in the Insured Contract) for such uncompleted or outstanding work where after the provision hereafter shall apply in respect of such work;
- During the Contractual Defects Liability or Maintenance Period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage:
 - i) arising from a cause occurring prior to commencement of such period of maintenance or defects liability period
 - ii) arising from any act or omission of the Insured their Servants, Agents, Suppliers or Subcontractors in pursuance of the Insured's obligations.

for which the Insured Contractor is responsible under the Contract.

Contract Period Limitation

| | |
|--|-----------|
| Maximum Contract period | 36 months |
| Maximum Defects Liability / Maintenance Period | 24 Months |



Limits of indemnity (VAT exclusive)

| | |
|---|-----------------------------|
| Contract Works (Any One Contract) including Free Issue Material | R100,000,000 |
| Costs & Expenses (Damage & No Damage) | R10,000,000 |
| Surrounding Property | R50,000,000 |
| Surrounding Property – Worked Upon | R50,000,000 |
| Surrounding Property – Watercraft | R50,000,000 |
| Fire Brigade/Public Authority | R10,000,000 |
| Removal to Gain Access | R10,000,000 |
| Documentation | R500,000 |
| Public Authority Reinstatement | R10,000,000 |
| Claims Preparation Costs | R1,000,000 |
| Road Reserve/Servitude Indemnity | R10,000,000 |
| Leak Search Cost | R1,000,000 in the aggregate |
| Maximum testing / commissioning period | 90 days |
| Borrowing of Plant | R1,000,000 in the aggregate |
| Maximum un-sealed / un-primed base course limitation | 5,000 metres |
| Maximum open trench limitation | 5,000 metres |

Deductibles (VAT exclusive)

The deductible (excess) is the amount which the Contractor and/or Sub-Contractor is responsible for and this obligation must be reflected in the Tender and/or Contract Documents and the responsibility for same made clear. The deductibles apply to each and every occurrence and in respect of all Contracts.

The deductibles are

- | | |
|---|----------|
| a. Loss or damage due to storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning | R 25,000 |
| b. Loss or damage arising from any other cause | R 15,000 |
| c. Costs & Expenses (No Damage) | R 25,000 |
| d. Loss or damage to Surrounding Property | R 75,000 |
| e. Loss or damage to Documentation | R 5,000 |
| f. Road Reserve / Servitude | R250,000 |

All Contracts Entailing Trenching and / or Layer Works

Following additional Deductibles apply over and above the aforesaid deductibles: - i.e. in excess of 1,000 metres

Up to a maximum of 3,000metres
Up to a maximum of 5,000metres

20% of loss / minimum R50,000
20% of loss / minimum R100,000

It is essential that this is brought to the attention of Contractor's. Where this restriction is not practical, specific arrangements for cover can be made with underwriters. They will, however, require detailed underwriting information and an additional premium may be charged.



Property Insured

The actual Contract Works and all material intended for incorporation into the Works (*including Free Issue Material* the value of which has to be included in the Contract Value declared*) and Temporary Works**.

* **Note:** Where Transnet for the purposes of the Contract issues materials 'free of charge' to the Contractor such materials shall be and remain the property of the Transnet. Free Issue Material shall mean any material provided by or on Transnet's behalf which is to be used in the provision of the Service or incorporated into the Contract.

** **Note:** Temporary Works shall mean all constructional aids, equipment, structures or works (not being part of the permanent works) used or intended for use on the Contract and which :-

- a) do not comprise mobile plant;
- b) are not intended to be removed from The Contract Site on completion of the Contract (other than scaffolding shuttering and formwork as well as construction equipment specially designed and/or constructed for an Insured Contract and which is not intended for immediate re-use on another Contract); or
- c) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialised nature.

Main Exceptions

- The amount of the policy deductible.
- Loss or damage of money or the like.
- Aircraft, waterborne vessels or craft.
- Construction plant, tools or equipment.
- Losses by disappearance / shortage discovered by taking of routine inventory.
- Defective material workmanship design plan or specification (but resultant damage covered).
- Cost of re-design, improvement, betterment or alteration.
- Consequential loss, liquidated damages or penalties for delay in connection with guarantee or performance or efficiency.
- Air transit (unless in territorial limits).
- Ocean transit or whilst in storage thereafter (unless immediately inspected by an independent party after offloading from vessel).
- During the Contractual Defects Liability or Maintenance Period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage:
 - i) arising from a cause occurring prior to commencement of such period of maintenance or defects liability period
 - ii) arising from any act or omission of the Insured his Servants or Agents, in the course of the work carried out in pursuance of the Insured's obligations with regard to maintenance under the Contract.
- Wear, tear, gradual deterioration rust, corrosion or oxidation and normal up-keep.
- Electrical or mechanical breakdown or explosion to machinery or plant which has operated under load conditions prior to commencement of the Insured Contract or in respect of new machinery or plant which has occurred after a Testing / Commissioning Period of 90-days.
- Damage to any unsealed / unprimed or base course in excess of limitations as stated in the policy.
- Damage to any open trench in excess of the limitations as stated in the policy.
- War, asbestos and nuclear risks.
- Sinking (whether partial or in whole) of any watercraft arising out of or in consequence of any work undertaken below the load line (international load line / plimsoll line).
- Loss or damage due to normal actions of the sea (as defined in the policy).



Cover Limitations

Unsealed / Unprimed Base Course

- Unsealed / unprimed base course – cover limited to a maximum of 5,000 metres.

Open Trench

- Open trench – cover limited to a maximum indemnity of 5,000 metres.

It is essential that the above limitations are brought to the attention of Contractor's. Where this restriction is not practical, specific arrangements for cover can be made with Underwriters. They will, however, require detailed underwriting information and an additional premium may be charged.

Used Plant – Basis of Loss Settlement

Insured property which has operated under service conditions prior to attachment of cover:-

- Up to 5 years – cost of repair / reinstatement / replacement.
- In excess of 5 years - agreed value (calculated on basis of each life year (or part thereof) on present day New Replacement Value reduced proportionally over 20 years subject to residual of 20%).

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Summary of Cover

Contractors Public Liability Insurance

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Contractors Public Liability Insurance

Insured Contracts

All contracts undertaken by the Insured involving but not limited to design, construction, testing, commissioning in respect of new works, geotechnical and exploratory works, capital expenditure, upgrade, modification, maintenance and/or overhaul and/or refurbishment, renovation, retrofitting or alteration and/or additions to existing facilities and/or re-profiling of track, chemical vegetation control, vegetation rehabilitation and ballast tamping activities undertaken by the Insured or other Insured Parties acting on their behalf but excluding:

- Contracts where the contract value including the value of Free Issue Material exceeds R100,000,000 (Exclusive of VAT).
- Contracts where the duration of the contract exceeds 36 months.
- Contracts where the contractual Defects Liability / Maintenance period exceeds 24 months.
- Contracts involving harbor wet risks being work other than maintenance on existing assets entailing or involving work in or upon water whether partially or fully submerged such as but not limited to quay walls, wharfs, seawalls, caissons, breakwaters, jetties, piers, deepening or widening and dredging of ports and other off-shore risks.
- Contracts involving construction or erection of Petrochemical Manufacturing Plant(s) such as Sasol but this exclusion shall not apply to pipelines and other works undertaken by or on behalf of Transnet Pipelines Limited.
- Contracts outside of the Republic of South Africa.
In territories outside of South Africa it is required in terms of their Insurance Acts that insurance cover be placed with their local markets. It is therefore important that the Broker be advised at feasibility stage (prior to Tender documents being issued) should any contracts, whether as Principal or Contractor, take place in any territory outside of the Republic of South Africa.
- Limited to a maximum contract period of 36 months followed by a maximum Defects Liability / Maintenance period of 24 months.

Synopsis of Cover

Legal Liability to pay as compensation for and in consequence of:

- Death of or injury to or illness or disease contracted by any person.
- Loss of / or physical damage to tangible property.

Occurring during the period of insurance and arising out of or in connection with the performance of the Insured Contract(s).



Limits Of Indemnity

| | |
|-------------------------------|--|
| Contractors Public Liability | R25,000,000 any one occurrence / unlimited for the Period of Insurance |
| Removal of Support | R25,000,000 unlimited for the Period of Insurance |
| Statutory Legal Defence Costs | R25,000,000 any one occurrence |
| Arrest / Assault / Defamation | R25,000,000 any one occurrence |
| Emergency Medical Expenses | R25,000,000 any one occurrence |
| Prevention of Access | R25,000,000 any one occurrence |
| Trespass / Nuisance | R25,000,000 any one occurrence |
| Claims Preparation Costs | R2,500,000 any one occurrence |

Deductibles

The deductible (excess) is the amount which the Contractor and/or Sub-Contractor is responsible for and this obligation must be reflected in the Tender and/or Contract Documents and the responsibility for same made clear.

The deductibles apply to each and every occurrence and in respect of all Contracts.

The deductibles are:

- Loss of or damage to public utilities R25,000
- Spread of fire or burning of fire breaks R50,000
- Loss of or damage to any other property R25,000
- Loss of or damage to property arising from removal of support R50,000
- Loss of or damage arising out of vegetation control including but not limited to the use of pesticides R50,000



Main Exceptions

- The amount of the policy deductible.
- Death or injury to own employees.
- Motor vehicle liabilities under legislation or as defined in Multi-lateral Motor Vehicles Accident Fund No. 93 of 1989 as amended.
- Claims in connection with ownership or use of aircraft or watercraft.
- Property belonging to the Insured or in his care custody and control (as defined in the Policy).
- Property forming part of Contract Works.
- Liquidated damages or penalties for delays or in respect of performance or efficiency guarantees.
- The cost of making good faulty workmanship materials design plan or specification in any part of the Property insured.
- Gradual seepage, pollution or contamination.
- After completion and handover (inclusive of the Contractual Defects / Maintenance period).
- Punitive damages.
- Ownership hiring or leasing of any airport or airstrip.
- War, asbestos and nuclear risks.

Cover Limitation

Indemnity for removal of support is limited to R25,000,000.

If a higher limit of indemnity is required, the Employers Insurance Broker needs to be advised and underwriting information will need to be provided in advance (i.e prior to Tender stage) and this will entail an additional premium.



Administrative Procedures

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Administrative Procedures

Arranging Insurance cover

The Operating Divisions and Specialist Units must

Prior to the commencement of each Contract:-

- Complete the Declaration Form per Part A as per Annexure 1 herein. Please note that in terms of SASRIA regulations where the Contract Value exceeds R2 million, the physical address of the Contract is mandatory. Where track is being worked upon, the start and end points are required.
- Date and sign the Declaration Form.
- Submit the Declaration Form to the Broker.

Cover will be effective from the date of receipt of the Declaration Form by the Broker who will acknowledge receipt of the same.

An Insurance Certificate and a SASRIA Coupon evidencing cover can be issued on specific request.

Prior to the expiry of each Declarations estimated completion date:-

- Confirm to the Broker that the contract will be completed on time.
- On completion submit to the Broker a Declaration of the final contract value per Part B as per Annexure 1 herein.

NB If the original completion date is not going to be achieved, the period of insurance on the Declaration document will need to be extended and the Broker needs to be notified **prior to original completion date**.

The Operating Divisions and Specialist Units (prior to the expiry date of the certificate period) has to advise the Broker in writing to extend the period of insurance and provide the new estimated completion date.

NB If a completion date needs to be extended and the Broker is not advised prior to the original completion date, all SASRIA cover will cease on the originally declared completion date as there is no hold covered arrangement with SASRIA. A new SASRIA Coupon will then only be issued for the extension period from the date when the Insurer is advised in writing by the Broker. Under these circumstances the new SASRIA Coupon will be subject to an additional premium, subject to the minimum premium.

This process needs to be followed by the Operating Divisions and Specialist Units until the time of completion is achieved.

Once the Contract has been completed:-

- The Operating Divisions and Specialist Units have to declare the final contract value to the Broker per Part B as per Annexure 1 herein.
- The deposit premium will then be adjusted accordingly.

Failure by the Operating Divisions and Specialist Units to conform to the above procedure will result in cover being voided.



Contracts that require specific arrangements

All contracts that fall outside the scope of this Principal Controlled Insurance Programme have to be advised to Group Risk & Insurance prior to Tender and specific "One Off" cover will need to be negotiated.

These are:

- Contracts where the contract value including the value of Free Issue Material exceeds R100,000,000 (Exclusive of VAT).
- Contracts where the duration of the contract exceeds 36 months.
- Contracts where the contractual Defects Liability / Maintenance period exceeds 24 months.
- Contracts involving harbor wet risks being work other than maintenance on existing assets entailing or involving work in or upon water whether partially or fully submerged such as but not limited to quay walls, wharfs, seawalls, caissons, breakwaters, jetties, pier, deepening or widening and dredging of ports and other off-shore risks.
- Contracts involving construction or erection of Petrochemical Manufacturing Plant(s) such as Sasol but this exclusion shall not apply to pipelines and other works undertaken by or on behalf of Transnet Pipelines Limited.
- Contracts outside of the Republic of South Africa.

Contracts where cover limitations will be exceeded or where cover warranties cannot be complied with need to be discussed with the Employers Insurance Broker's personnel prior to contract award date to enable the Broker to make specific arrangements with Underwriters. This will however require detailed Underwriting Information and an additional premium may be charged.

In order to ensure that Contractor's and site staff are aware of procedures a copy of this Procedure Manual must be supplied to the contract administrators and each Contractor on award of contract.



PCI AND PCI PL

BLANKET PRINCIPAL CONTROLLED INSURANCE - CONTRACT
DECLARATION AND EXTENSION TEMPLATES

Procurement & Depots, on receipt of this attachment please:

This schedule only applies to Contracts max value R 100 million inclusive of Free Issue Material but exclusive of VAT

- a) Save electronic versions of New Contract and Contract Extension templates on computers for future month usage

Create schedules for each month i.e. use "copy function" to create schedules for each month i.e. April 2013 May 2013 June 2013 etc.)

- b) Complete register from the first to last day of month in respect of all new contracts declared during the month in question.

Contracts of which the contract periods have to be extended

- c) Monitor contracts declared/ extended on monthly basis i.e. forward register "as attachment" to Transnetpci@willis.com and NairPro@willis.com

- d) Follow up all discrepancies with Willis in order to rectify problems

- e) Follow up outstanding Confirmation/Certificate of Insurance from brokers

- f) Submit "Nil Return" registers in the event of no new contracts declared or where no contract period extensions were required during a specific month i.e. **"APRIL 2013-Nil**

Claims Procedure

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Claims Procedure

In the event of any incident or occurrence, which is likely, to give rise to a claim under the Insurance arranged by Transnet the following procedures shall be adhered to in addition to any statutory or other requirements contained in the Contract.

All incidents that could give rise to claim under the Principal Controlled Insurances, **HAVE TO BE** reported to the relevant Transnet Freight Rail Insurance Manager's office by means of an Incident Report Form (FORM A) and the incident must also be captured on TOMS by the department involved. The incident in question must be reported to Willis SA as soon as possible and in any event no later than a **30 (thirty)** day period from date of incident.

At the same time complete the **Incident Advice Form (Annexure 2 herein)** and submit to **Willis South Africa**.

- Losses involving **theft or malicious damage** must be reported to the police and a police reference number obtained and recorded.
- The Employer, Contactor(s) or Sub-Contractor(s) shall allow free access to Insurers' Loss Adjuster(s) and / or Employer's Insurance Broker for the purpose of investigation and assessing the loss or damage.
- The Employer, Contactor(s) shall **not** deal direct with the Insurers other than by co-operating with their Loss Adjuster(s) and / or the Employers Insurance Broker.
- No **Admission of Liability** shall be made by the Employer, Contactor(s) or Sub-Contractor(s) in the event of damage or loss to third party property or injury or death of third party persons.
- Letters from claimants should be passed to **Willis South Africa** as soon as possible via the relevant Insurance Manager's Office.
- In the event of immediate repairs being necessary in the interest of safety, the Contractors may with the Employer's permission proceed with such repairs.
- The Insurance Manager shall immediately advise **Pravina Nair at Willis South Africa**.
- Other than in the circumstances described above the Contractor shall not proceed with the making good of any loss without the prior authorization of the Employer who shall advise the Insurer's appointed Loss Adjuster(s) and **Pravina Nair of Willis South Africa**.
- Upon commencement of the making good of any loss, the Contractor shall keep separate records of the costs involved in making good such loss and these records must be authenticated by the Employer for submission to the Insurer's or their Loss Adjuster(s). Such records shall include, inter alia, the entire cost of labour, materials, transport and equipment.
- The basis upon which the Insurers will indemnify loss or damage is the cost of repair or replacement of the loss or damage including, inter alia, transport and overheads.
- On completion of the making good of any loss the records of the costs involved having been authenticated by the Employer shall be sent to the Insurer's via their Loss Adjuster(s) and copied to **Willis South Africa (Pravina Nair)** for processing.
- Upon the amount of the loss or damage being agreed upon by the Insurer's Loss Adjuster(s) and the Contractor, an "Agreement of Loss" form will be signed by the Contractor and Employer.
- The amount agreed upon by the Insurers, the Contractor and the Employer shall be paid by the Insurers to the Employer net of the deductible, who will arrange for the payment to be made to the Contractor as appropriate after deduction of the first amount payable.

All incidents which could give rise to a claim under the insurances arranged by the Principal / Employer must be notified to the Broker without delay, per the procedures set out above



Contact Details

Transnet Freight Rail

Corporate Office:

Mr. Lucas Ngwako

General Liability & PCI Insurance Manager

Tel: (011) 584 0540

Fax: (011) 774 9173

Email: Lucas.Ngwako@transnet.net

Ms. Kgomotso Saul

General Insurance Manager

Tel: (011) 584 0524

Fax: (011) 773 8899

Cell: 083 734 0759

Email: Kgomotso.Saul@transnet.net



Willis South Africa Personnel

Willis South Africa personnel are at all times available for advice, please feel free to contact :-

- **Pravina Nair**
Account Advocate
Tel No. (011) 011 082 8704
Fax No. (011) 784 1610
E-Mail NairPr@willis.com

- **Mike Lamb**
Construction Broker
Tel No. (011) 011 082 8722
Fax No. (011) 784 1610
E-Mail lambm@willis.com

TRANSNET GROUP RISK MANAGEMENT

Julie Naik
Tel No (011) 308-2718
E-Mail julie.naik@transnet.net

Annexure 1

Transnet Principal Controlled Construction Insurance

Programme Contract Award Declaration (Part A),

Contract Completion Declaration (Part B)

Contract Variation Declaration (Part C)

**Project Specific One Off or Multiple Packages R 100 m
and above (Form A/1)**

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CONTRACT DECLARATION FOR BPCI, PCI, PCI LIABILITY BELOW R100,000,000

Only complete sections with white background

| SEND TO THE BROKER | FROM |
|---|-----------------------------|
| Willis South Africa (Pty) Ltd P O Box 55509 Northlands 2116 | TRANSNET Postal Address: |
| Attention: Pravina Nair E-mail: transnetpci@willis.com | Represented by: Email: |
| Tel No : +27(0) 11 535-5400 | Tel No: |
| Fax No: +27(0) 11 784-1610 | Fax No: |

PART A 1: CONTRACT AWARD INFORMATION

| | | |
|--|---------------------------------------|-----------------------------------|
| CONTRACT NUMBER | | |
| PURCHASE ORDER | | |
| DECLARATION REGISTER CONTROL NUMBER | | |
| DESCRIPTION OF CONTRACT WORKS: | | |
| CONTRACT VALUE AT AWARD (VAT EXCLUSIVE) | | |
| ESTIMATED VALUE OF FREE ISSUE SUPPLIED TO CONTRACTOR (VAT EXCLUSIVE) | | |
| COVER SELECTION | CONTRACT WORKS & LIABILITY | CONTRACTORS LIABILITY ONLY |
| INSERT YES / NO UNDER THE SELECTED COVER | | |
| PHYSICAL ADDRESS WHERE CONTRACT IS TAKING PLACE | | |
| CONTRACT AWARD DATE | | |
| CONTRACT COMMENCEMENT DATE | | |
| EXPECTED CONTRACT COMPLETION DATE | | |
| CONSTRUCTION PERIOD(MONTHS) | | |
| MAINTENANCE PERIOD (MONTHS) | | |



| PART A2: OPTIONAL INSURANCE REQUIRED: | | INSERT (YES/NO) BELOW |
|--|---|-----------------------|
| 1. | IS REMOVAL OF SUPPORT COVER REQUIRED? | |
| 2. | DOES THIS CONTRACT EVIDENCE AN EXPOSURE WHICH CAN BE COVERED BY PROJECT DELAY INSURANCE? | |
| 3. | WILL TRANSNET/CONTRACTOR/SUB-CONTRACTOR BE IMPORTING MATERIALS/ EQUIPMENT FOR THE CONTRACT THAT REQUIRES MARINE CARGO IMPORT INSURANCE? | |
| IF REQUIRED, PROVIDE FULL DETAILS TO BROKER | | |
| PART A3: CONTRACTORS LIABILITY COVER ONLY | | |
| DOES THIS CONTRACT ENTAIL WORK IN THE FOLLOWING CATEGORIES WHERE THE EXPOSURE TO OWN DAMAGE (DAMAGE TO WORKS) IS NIL OR NEGLIGIBLE. INSERT YES/ NO AS APPLICABLE BELOW | | |
| 1. | CHEMICAL CONTROL OF VEGETATION | |
| 2. | VEGETATION REHABILITATION | |
| 3. | BALLAST TAMPING | |
| 4. | TRACK RE-PROFILING (including Welding/Grinding) | |
| 5. | BURNING OF FIRE BREAKS | |
| 6. | GEOTECHNICAL AND EXPLORATORY WORKS | |

| CONTRACTORS DETAILS | |
|--|--|
| PART B: CONTRACT COMPLETION DECLARATION COMPLETION OF THIS SECTION IS COMPULSORY AND MUST BE SUBMITTED TO ARRANGE PREMIUM ADJUSTMENT ON COMPLETION OF WORKS. | |
| CONTRACT COMPLETION DATE | |
| ENDORSEMENT/CERTIFICATE NUMBER | |
| EXPIRY OF MAINTENANCE PERIOD | |
| FINAL CONTRACT VALUE (VAT EXCLUSIVE) | |
| ACTUAL VALUE OF FREE ISSUE SUPPLIED TO CONTRACTOR (VAT EXCLUSIVE) | |
| | |
| | <div>ORIGINAL DECLARATION</div> <div>COMPLETION OF WORKS</div> |
| ORIGINATOR | |
| DATE | |



PART C – CONTRACT VARIATION / EXTENSION DECLARATION

CONTRACT NUMBER

TITLE OF CONTRACT

NEW CONTRACT COMPLETION DATE

ENDORSEMENT/CERTIFICATE NUMBER

EXPIRY OF MAINTENANCE PERIOD

NEW CONTRACT VALUE (VAT Exclusive)

ACTUAL VALUE OF FREE ISSUE SUPPLIED TO CONTRACTOR (VAT Exclusive)

"PREVIEW COPY ONLY"



Project Specific One Off or Multiple Packages R100,000,000 and above Insurance Notification Form

CONTACT DETAILS

Name _____

Division/Office _____

Telephone Number _____

Fax Number _____

Email Address _____

PROJECT INFORMATION

Project Title _____

Project Location _____

Principal Contractor _____

Role of Transnet _____

Joint Venture Partners (%) _____

Design & Construct ☐Construct Only ☐Other? ☐

Please advise details _____

PROJECT DETAILS

Scope of Works _____

Project Value (Estimate) _____

Currency _____

Contract Value _____

R _____

Transnet Supplied Materials _____

R _____

Surrounding Property being
worked upon _____

R _____

(When Transnet
to Insure)

Total Sum Insured _____

R _____



Project Value Breakdown

Type of Works

% of Total Project
Value (Include
Principal Materials)Wharves, Jetties, Piers, Marinas,
Causeways, Breakwaters and Drydocks

Wet Risk Works (other than above)

Tunnel Works

Offshore Works

Pipeline Works

Horizontal Drilling

Dry Civil Works (eg, Earthworks & Bridges)

Building Works

Mechanical Works

Dams

All Other Contracts

Duration (Estimate)

Construction Period

/

/

to

/

/

Testing Period

Months

Defects Period

Months

INSURANCE

| Insurance Arranged By | Transnet | Contractor | Sum Insured/Currency |
|--------------------------------|--------------------------|--------------------------|----------------------|
| Construction Risks (Works) | <input type="checkbox"/> | <input type="checkbox"/> | |
| Public Liability | <input type="checkbox"/> | <input type="checkbox"/> | |
| Professional Indemnity | <input type="checkbox"/> | <input type="checkbox"/> | |
| Construction Plant & Equipment | <input type="checkbox"/> | <input type="checkbox"/> | |
| Marine Hull/Plant Liability | <input type="checkbox"/> | <input type="checkbox"/> | |
| Transits (Inland/Overseas) | <input type="checkbox"/> | <input type="checkbox"/> | |
| Employers Liability | <input type="checkbox"/> | <input type="checkbox"/> | |
| Automobile Liability | <input type="checkbox"/> | <input type="checkbox"/> | |
| Aviation Liability | <input type="checkbox"/> | <input type="checkbox"/> | |

TRANSIT RISKS

Please provide details of major transit for which you are responsible

Inland ☐Overseas ☐

Major Journeys

Maximum Value Any One Item

R

Maximum Value Any One Shipment

R

Total Estimated Sendings for the Project

R

Description of Cargo

Method of Conveyance

Road ☐Rail ☐Air ☐Ocean/Sea ☐Inland Waterway ☐

**DESIGN RISKS**

For Design & Construct Contracts:

Will Transnet engage an independent designer? ☐ Yes ☐ No

If yes to the above, please advise name of company _____

Confirm limit of PI Insurance to be carried by independent designer R _____

Does the contract involve any novation of design liability from the Principal? ☐ Yes ☐ No**OFFSITE STORAGE**

Provide details for offsite storage of materials where this exceeds R1,000,000 at any one location

GENERAL RISK INFORMATION

Please provide a copy of the following

- (a) Contract drawings
- (b) General conditions of contract (including any amendment thereto) referring to insurance and indemnity obligations, annexure pages, schedules and defect liability obligations
- (c) Works programme (gant charts, etc)
- (d) Scope of Works

Does the project involve removal and disposal of hazardous materials? Eg, asbestos/PCB

☐ Yes ☐ No (If yes, please provide full details)

"PREVIEW COPY ONLY"



Supplementary Questionnaire Earthworks

TYPE (DEPTH OF TRENCH/EXCAVATION)

DIMENSIONS (EG: LENGTH, HEIGHT, DEPTH, ETC)

CONSTRUCTION METHOD

FOUNDATIONS (TYPE AND DEPTH)

SUPPORT STRUCTURES

BLASTING

Please provide details of the blasting company and their experience

UNDERPINNING

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Supplementary Questionnaire Construction of Wharves & Jetties

DESCRIPTION OF WORKS

Dimensions _____

Type of structure and material of construction _____

Type and dimensions of piling/foundations _____

Height of deck above water level at low tide and high tide _____

Extent of dredging and who is performing the work _____

Maximum value and weight of heaviest lift _____

SUB SOIL CONDITION

Geological strata and/or details of bore logs _____

WAVE, FLOODING AND STORM

Please provide historical data _____

Height of Deck above highest water level recorded _____

Maximum wave height expected _____

LIABILITY

Any underground services? _____

To what extent can construction operation affect adjacent structures and water traffic? _____

"PREVIEW COPY ONLY"



Supplementary Questionnaire Dams

DAM EMBANKMENT

Height _____

Length _____

Width of crown and basement _____

Inclination of slope upstream and downstream _____

DIVERSION DETAILS

Coffer Dams: Upstream height and downstream height _____

Diversion/canal size _____

Discharge capabilities _____

FOUNDATIONS

Maximum depth of excavation _____

Details of ground support _____

BREAK-UP VALUES

Earthworks _____

Concrete works _____

Coffer dams upstream and downstream _____

Diversion piping _____

Access Roads _____

Others as available _____

WATER FLOW DATA

Rainfall _____

River flow _____

BLASTING REQUIRED?

☐ Yes ☐ No (If yes, please provide details) _____

DOCUMENTS REQUIRED

Site plan including contours, location of haul roads and storage areas

Profile of dam

Location map



Supplementary Questionnaire Bridges

DIMENSIONS

Length _____

Breadth _____

FOUNDATIONS

Details of piles _____

Details of footings breadth _____

SUPERSTRUCTURE

Number of spans _____

Length _____

Girders ☐ Precast ☐ In situ

Girder material _____

Deck ☐ Precast ☐ In situAre any dual lift activities anticipated? ☐ Yes ☐ No

APPROACH WORK REQUIRED?

☐ Yes ☐ No (If yes, please provide details) _____

IS THE BRIDGE OVER A WATER COURSE?

☐ Yes ☐ No (If yes, please provide details) _____

Details of river flow _____

Details of flood exposure _____

Method of protecting works during construction _____

BREAK-UP OF VALUES

Foundations maximum any one precast section R _____

Maximum any one concrete pour R _____

Falsework/Formwork R _____

Earthworks R _____

Water protection systems R _____

DOCUMENTS REQUIRED

Profile of bridge _____

Cross section of bridge _____



Supplementary Questionnaire Road Works

EMBANKMENT

Total length _____
 Average cut _____
 Maximum cut _____
 Fill type _____
 Maximum length of unsealed embankment (in metres) _____

DRAINAGE

Total length _____
 Open trench – maximum open _____
 Average open _____

CULVERTS

Number _____
 Details of major culverts _____

BRIDGES

Number _____

Please provide the following details for each bridge:

- ◆ Number of spans _____
- ◆ Maximum length _____
- ◆ Length and breadth _____
- ◆ Foundation details _____
- ◆ Construction method _____
- ◆ Flow details of any rivers/creeks to be bridged _____
- ◆ Are any dual lift activities anticipated? ☐ Yes ☐ No

BREAK-UP OF VALUES

| | | | | | |
|-------------------|---|---------|---|------------|---|
| Drainage culverts | R | Bridges | R | Earthworks | R |
| Landscaping | R | Paving | R | | |
| Other (specify) | | | | | R |

DOCUMENTS REQUIRED

Topographical map of area _____

Profile of the cross section of road. Is the area prone to flooding? ☐ Yes ☐ No

(If yes, please provide details) _____

What protection will be implemented to prevent damage occurring due to water? _____



Supplementary Questionnaire Pipelines

PROJECT DETAILS

Pipeline type (eg, gas, etc) _____

Total length _____

Pipe diameter/s _____

Method of construction/laying _____

PIPE

To be supplied by Principal? ☐ Yes ☐ No

Acceptance point for pipe _____

Where is pipe to be stored? _____

TRENCHES

Depth (metres): maximum and average _____

Open trench (without pipe): _____

♦ Maximum length any one time (number of kilometres) _____

♦ Maximum length any one continuous stretch (number of kilometres) _____

Open trench with pipe laid: maximum length _____

Quotations/cover required for open trench _____

☐ Policy limit 15 kilometres (of which 5 kilometres with pipe)

☐ Other limit required (Please specify) _____

TERRAIN

Soil conditions and terrain contour _____

OTHER STRUCTURES (PUMP STATION, ETC)

Description, including dimensions _____

CROSSINGS

Type (river, road, etc). Method of construction _____

TESTING

Type _____

Period _____

Hydrostatic pressure test% of manufacturer's specification _____

Welds – Percentage to be x-rayed _____

**BREAK-UP OF VALUES**

Pipe R _____

Mechanical R _____

Structures R _____

Trenching R _____

Other (Specify) _____ R _____

FLOOD EXPOSURE

Is there any exposure to flooding?

☐ Yes ☐ No (If yes, please provide details of preventative measures undertaken)

Is water table expected to be encountered during construction period?

☐ Yes ☐ No (If yes, please provide details of preventative measures undertaken)**Horizontal Drilling (HDD)**

HDD Contract Value R _____

Details of drills exceeding 1 kilometre in length _____

Details of drills where the pipe diameter is greater than 760mm _____

DOCUMENTS REQUIRED

Route of pipeline

Contour maps

Rainfall details



Annexure 2

Incident Advice Form

ALL INCIDENTS HAVE TO BE REPORTED WITHIN 30 DAYS OF OCCURRENCE

"PREVIEW COPY ONLY"



TRANSNET PRINCIPAL CONTROLLED INSURANCE PROGRAMME INCIDENT ADVICE FORM

TRANSNET UNIQUE CLAIM NUMBER

Send to
Willis South Africa (Pty) Ltd
First Floor,
Routledge Modise Building,
22 Fredman Drive,
Sandton
2196

Attention : **Pravina Nair**
Tel No. **011) 535 5400**
Fax No. **(0)11 784 1610**
E-Mail: NairPr@willis.com

From
Represented by

Tel No.

Fax No.

PRINCIPAL (PER CONTRACT DOCUMENT)

CONTRACT NUMBER

ORIGINAL DECLARATION NO.

TITLE OF CONTRACT

ORIGINAL CONTRACT COMMENCEMENT DATE

DATE OF LOSS OR DAMAGE

DATED REPORTED TO SITE AGENT

REPORTED BY

REPORTED TO BY

DATE

LOCALITY OF INCIDENT

DETAILS OF HOW THE LOSS OR DAMAGE OCCURRED

DETAILS AND NATURE OF LOSS OR DAMAGE TO CONTRACT WORKS / TO THIRD PARTY PROPERTY

DETAILS OF OTHER DEATH OR INJURY TO PARTIES

ESTIMATED COST (SEPARATE RECORDS OF ALL COSTS MUST BE KEPT)

WHO OR WHAT APPEARS TO BE RESPONSIBLE FOR THE CAUSE OF THE LOSS / DAMAGE

PERSON WHOM ASSESSOR SHOULD CONTACT

DESIGNATION:

TELEPHONE (LANDLINE)

CELLPHONE NO.

E-MAIL ADDRESS

**ALL INCIDENTS HAVE TO BE REPORTED AS SOON AS POSSIBLE AND WITHIN 30 DAYS
OF OCCURRENCE**

SIGNED BY:

SIGNATURE:

COMPANY:

DATE:



Annexure 3

Monthly Contract Register Control Sheets

"PREVIEW COPY ONLY"



TRANSNET: PRINCIPAL CONTROLLED INSURANCE – MONTHLY CONTRACT REGISTER CONTROL SHEET

A) NEW CONTRACTS FIRST DECLARATION OF NEW CONTRACT WORKS FOR COVER UNDER PCI POLICY

DIVISION / SUPPORT UNIT:
CONTACT PERSON:
TELEPHONE / CELL NO'S:

INSURANCE YEAR: 2013/2014
MONTH:
E-MAIL ADDRESS:

| CONTRACT NUMBER | CONTRACT DECLARATION CONTROL NUMBER | DESCRIPTION OF CONTRACT WORKS | DATE DECLARED TO BROKERS | ESTIMATED TOTAL CONTRACT VALUE R | COMMENCEMENT DATE OF WORKS | ESTIMATED COMPLETION DATE |
|-------------------|-------------------------------------|---------------------------------|--------------------------|----------------------------------|----------------------------|---------------------------|
| Purchase Order No | 1 | | | | | |
| Purchase Order No | 2 | | | | | |
| Purchase Order No | 3 | | | | | |
| Purchase Order No | 4 | | | | | |
| Purchase Order No | 5 | | | | | |
| Purchase Order No | 6 | | | | | |
| | | TOTAL DECLARED FOR MONTH | | | | |

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ONLY APPLICABLE TO CONTRACTS PREVIOUSLY DECLARED WHERE EXTENSION OF CONTRACT PERIOD IS REQUIRED

[illegible]