

## **Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

**RFP FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT HIGH PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE.**

<b>RFP NUMBER</b>	<b>: SIC23043CIDB (HOAC-VAR-45786)</b>
<b>ISSUE DATE</b>	<b>: 22 APRIL 2024</b>
<b>BRIEFING SESSION</b>	<b>: N/A</b>
<b>CLOSING DATE</b>	<b>: 07 May 2024</b>
<b>CLOSING TIME</b>	<b>: 10h00 am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 30 July 2024</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

<b>DESCRIPTION</b>	<b>FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT HIGH PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE.</b>
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <u>Google Chrome to access Transnet link</u> ) <b>FREE OF CHARGE.</b>
<b>TENDER CLARIFICATION MEETING</b>	Tender clarification meeting is not applicable. Tenderers are advised to send clarification requirements by means of the "CLARIFICATION REQUEST FORM" attached
<b>CLOSING DATE</b>	<b>10:00am on 07 May 2024</b> Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>Twelve (12) weeks Business Days from Closing Date: 30 July 2024</b> Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.  Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process.

#### 2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

- a) The Transnet e-Tender Submission Portal can be accessed as follows:
- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
  - Click on "TENDERS";
  - Scroll towards the bottom right hand side of the page;
  - On the blue window click on "register on our new eTender Portal";
  - Click on "ADVERTISED TENDERS" to view advertised tenders;

- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
  - Click on "SIGN IN/REGISTER" - to sign in if already registered;
  - Toggle (click to switch) the "Log an Intent" button to submit a bid;
  - Submit bid documents by uploading them into the system against each tender selected.
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. **CONFIDENTIALITY**

All information related to this RFP is to be treated with strict confidentiality. In this regard, Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

### 4. **DISCLAIMERS**

Tenderers are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, please note that Transnet reserves the right to:

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable (not market related);
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

**TRANSNET FREIGHT RAIL**

ENQUIRY: SIC23043CIDB (HOAC-VAR-45786)

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT HIGH PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE**

- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise, in the absence of other documents such as stamped bank letter confirmation financial support or credible funding organisations or institutions such as NEF, IDC;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender 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, as amended. Tenderers are required to indicate in tender returnable **[T2.2-19] [Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past five [5] years.
- 4.12. Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The following objective criteria will be applied when considering exercising the right not to award business to the highest ranked bidder:  
Verify the authenticity and credibility of the Proof of Machine Ownership / Offer to Purchase from the Bank provided by the bidder.
- 4.13. Transnet intends on splitting the award of this contract to mitigate the risk of security of supply. The split of business will be structured as follows:  
Split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations. The number of successful responds may be up to three (3), depending on whether the full requirement of machines is met.

**TRANSNET FREIGHT RAIL**

ENQUIRY: SIC23043CIDB (HOAC-VAR-45786)

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Where a split is required, Transnet reserves the right to conduct post-tender negotiations with all the shortlisted respondents in an effort to achieve a market-related price, failure to achieve market related prices will mean no split award.

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

**NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD), which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number.....  
(Tender Data)



**RFP CLARIFICATION REQUEST FORM**

**RFP No: SIC23043CIDB (HOAC-VAR-45786)**

RFP deadline for questions / RFP Clarifications: **12:00pm 29 April 2024**

TO: Transnet SOC Ltd  
 ATTENTION: Governance, Transnet Freight Rail Tender Office  
 EMAIL: [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net)  
 Cc: [Caroline.moerane@transnet.net](mailto:Caroline.moerane@transnet.net)  
 DATE: \_\_\_\_\_  
 FROM: \_\_\_\_\_

Indicate whether this query is general in nature and applicable to all service categories Yes  No

1. For all clarification questions **prior** to the tender closing date and time, direct the communication to the RFP Administrator at [Caroline.moerane@transnet.net](mailto:Caroline.moerane@transnet.net)
2. For all clarification questions **after** the tender closing date and time, direct the communication to:

TO: Transnet SOC Ltd  
 ATTENTION: Governance, Transnet Freight Rail Tender Office  
 EMAIL: [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net)  
 Cc: [Caroline.moerane@transnet.net](mailto:Caroline.moerane@transnet.net)  
 DATE: \_\_\_\_\_  
 FROM: \_\_\_\_\_

REQUEST FOR RFP CLARIFICATION

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
 SIGNATURE OF TENDERER

\_\_\_\_\_  
 SIGNATURE OF WITNESS

\_\_\_\_\_  
 NAME OF TENDERER

\_\_\_\_\_  
 NAME OF WITNESS



## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to Tender data for detail 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 in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:  <b>Part T: The Tender</b>  Part T1: Tendering procedures Part T2 : Returnable documents  <b>Part C: The contract</b>  Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work
	T1.1 Tender notice and invitation to tender T1.2 Tender data  T2.1 List of returnable documents T2.2 Returnable schedules  C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities  C2.1 Pricing instructions: Option A C2.2 Price List  C3.1 Service Information





Part C4:

C4.1 Affected Property

C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Caroline Moerane
	Address:	15 Girton Road, Inyanda House 2, Parktown
	Tel No.	011 584 -0626
	E – mail	<a href="mailto:Caroline.moerane@transnet.net">Caroline.moerane@transnet.net</a>

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

**1. Stage One - Eligibility in terms of the Construction Industry Development Board:**

- a) Only those 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 or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **8CE or higher** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status;
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 **8CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement

***Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.***

**2. Step Three: Price and Specific goals**

Commercial Scoring: 90 Points

Specific goals - Scorecard: 10 Points

### 3. Step Four: Due diligence

- Environmental Management assessment
- Risk Management assessment
- Health and Safety Management assessment
- Financial assessment

### 4. Step Five: Objective criteria

- Signed letter indicating that the bidder owns the machine **OR** signed/stamped leasing agreement between the machine owner and the preferred bidder. Transnet reserves the right to verify the authenticity of these letters.
- Letter of Commitment indicating that the bidder will be able to render services within ten (10) days. Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

### 5. Step Six: Post tender negotiations

Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

### 6. Step Seven: Award of business and conclusion of contract

Transnet will negotiate the final terms and condition of the contract with the successful Respondent(s). This may include aspects such as price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s)

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C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language**.

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer package are as follows:

- |          |                         |  |
|----------|-------------------------|--|
| C.2.15.1 | Identification details: | The tender documents must be uploaded with: <ul style="list-style-type: none"> <li>▪ Name of Tenderer:</li> <li>▪ Contact person and details:</li> <li>▪ The Tender Number: SIC23043CIDB (HOAC-VAR-45786)</li> <li>▪ The Tender Description: <b>FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT HIGH PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE</b></li> </ul> |
|----------|-------------------------|--|

Documents must be marked for the attention of: **Employer's Agent:**

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:  
 Time: **10:00am** on the **07 May 2024**  
 Location: The Transnet e-Tender Submission Portal: (<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

C.2.16 The tender offer validity period is **12 weeks [30 July 2024]** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process.

- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
  2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in line with the code of good practice, togetherwith the tender;
  3. A valid CIDB certificate in the correct designated grading;
  4. Proof of registration on the Central Supplier Database;
  5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

**Note:** Refer to Section T2.1 for List of Returnable Documents

C.3.11.

Only tenders that are Administratively and Substantively Responsive will be evaluated further in accordance with the 90/10 preference points systems as described in Transnet Preferential Procurement Policy (TPPP)

90 where the financial value of one or more responsive tenders received have a value equal to or above R50 million, inclusive of all applicable taxes,

Thresholds	Minimum Threshold
Technical / functionality	N/A

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

Up to 100 minus W<sub>1</sub> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

**Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	2
Entities that are at least 51% black owned	2
Creation of new jobs and labour intensification	3
The promotion of Supplier Development through Sub-contracting 30% of the value of the contract to South African entities which are: <ul style="list-style-type: none"> <li>• 30% black woman owned entities</li> <li>• 51% black youth owned</li> <li>• 51% black people living with disabilities</li> </ul>	3
Non-Compliant and/or B-BBEE Level 3-8 contributors	0



**The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:**

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Entities that are at least 51% black owned	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Creation of new jobs and labour intensification	T2.2-20: Job Creation Schedule Returnable documents
The promotion of Supplier Development through Sub-contracting 30% of the value of the contract to South African entities which are: <ul style="list-style-type: none"> <li>30% black woman owned entities</li> <li>51% black youth owned</li> </ul> 51% black people living with disabilities	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	90
B-BBEE Level of contributor (1 or 2)	2
Entities that are at least 51% black owned	2
Creation of new jobs and labour intensification	3
The promotion of Supplier Development through Sub-contracting 30% of the value of the contract to South African entities which are: <ul style="list-style-type: none"> <li>30% black woman owned entities</li> <li>51% black youth owned</li> <li>51% black people living with disabilities</li> </ul>	3
Total points for Price and Specific Goals must not exceed	100

**Note:** Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.



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C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders 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;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly 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 and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- d) has the legal capacity to enter into the contract,
- e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

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**STAATSKOERANT, 8 AUGUSTUS 2019**

**DEPARTMENT OF PUBLIC WORKS  
NOTICE 423 OF 2019**

**STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION  
WORKS CONTRACTS  
AUGUST 2019**

**Annex C**

**Standard Conditions of Tender**

**C.1 General**

**C.1.1 Actions**

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender Process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

### C.1.4 Communication and employer’s agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer’s agent are stated in the tender data.



### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender Invitation for the second time.

### **C.1.6 Procurement procedures**

#### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

#### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, Specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **C.2 Tenderer’s obligations**

### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders.

### **C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **C.2.10 Pricing the tender offer**

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **C.2.12 Alternative tender offers**

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

### **C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.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 legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number Of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

### **C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

### C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

### C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

### **C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

### **C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up To five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the Tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.



### **C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer’s opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer’s or the tenderer’s risks and responsibilities under the contract, or

- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections Required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

**The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:**

#### **Requirement Qualitative interpretation of goal**

**Fair** The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

**Equitable** Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

**Transparent** The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

**Competitive** The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

**Cost effective** The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification

- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer’s information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by

The employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



## T2.1: List of Returnable Documents

### 2.1.1 These schedules are required for eligibility purposes:

#### T2.2-01 Stage One as per CIDB: Eligibility Criteria Schedule - CIDB Registration

### 2.1.3 Returnable Schedules:

- T2.2-3 Health and Safety Management
- T2.2-3a Tender Safety, Environmental and Risk Objective Questionnaire
- T2.2-3b Health and Safety Cost Breakdown
- T2.2-3c Letter of Good Standing
- T2.2-4 Risk Elements
- T2.2-5 Environmental Management Plan
- T2.2-6 Changes to tender document
- T2.2-7 Site Establishment requirements
- T2.2-8 Authority to submit tender
- T2.2-9 Record of addenda to tender documents
- T2.2-10 Storage Capacity
- T2.2-11 Availability of Equipment and Other Resources

#### Agreement and Commitment by Tenderer:

- T2.2-12 Compulsory Enterprise Questionnaire
- T2.2-13 Supplier Code of Conduct
- T2.2-14 Unilateral Non-Disclosure Agreement
- T2.2-15 Supplier declaration form
- T2.2-16 RFP Declaration Form
- T2.2-17 Certificate of Acquaintance with Tender Document Pact
- T2.2-18 Service Provider Integrity Pact
- T2.2-19 Request for quotation – Breach of law
- T2.2-20 Job-Creation Schedule
- T2.2-21 Confirmation of machine/s ownership
- T2.2-22 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

### 2.1.4 Bonds/Guarantees/Financial/Insurance:

- T2.2-23 Insurance provided by the Contractor
- T2.2-24 Three (3) years audited financial statements
- T2.2-25 Form of Intent to Provide a Performance Guarantee



TRANSNET FREIGHT RAIL

ENQUIRY: SIC23043CIDB (HOAC-VAR-45786)

DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT HIGH PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE

**2.2 C1.1 Offer portion of Form of Offer & Acceptance**

**2.3 C1.2 Contract Data Part 2 (Data by Contractor)**

**2.4 C2.2 Price List**

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## **Part T2.2: Returnable Schedules**

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## T2.2-1: CIDB Grading Designation (Eligibility Criteria Schedule)

### Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below.

CRS Number	Status	Grading	Expiry Date

- Only those 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 or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **8CE or higher** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and 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 8CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement

## T2.2-3: Assessment Schedule - Health and Safety Requirements

Submit the following documents as a minimum with your tender:

1. The Tenderers must provide their own project specific health and safety Plan.
2. Health and safety cost breakdown (Bill of Quantities)
3. Safety, Policy signed by the Chief Executive Officer, must include or cover the following five elements –
  - Commitment to Safety, prevention of pollution,
  - Continual improvement,
  - Compliance to legal requirements, appropriate to the nature of contractor’s activities,
  - Hold management accountable for development of the safety systems
  - Include objectives and targets.
4. Table or outline the Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993
5. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
6. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project
7. **Three years** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
8. Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure B.

**Attached submissions to this schedule:**

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## T2.2-3a: Health and Safety Questionnaire

<b>1. SAFE WORK PERFORMANCE</b>			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>2. CITATIONS</b>			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
<b>3. CERTIFICATE OF RECOGNITION</b>			
Does your company have a Certificate of Recognition?			
<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is the Certificate No. _____ Issue Date _____			

#### 4. SAFETY PROGRAM

Do you have a written safety program manual?						<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, provide a copy for review							
Do you have a pocket safety booklet for field distribution?						<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, provide a copy for review							
Does your safety program contain the following elements:							
	YES	NO		YES	NO		
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>		
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>		
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>		
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>		
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>		
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>		
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>		
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>		
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>		
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>					

#### 5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees?						<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, include a course outline. Does it include any of the following:							
	YES	NO		YES	NO		
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>		
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>		
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>		
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>		
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>		
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>		
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>		
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>		
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>		
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>		
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>		
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>		

5B. Do you have a program for training newly hired or promoted supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No					
(If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

\_\_\_\_\_

\_\_\_\_\_

Who follows up on inspection action items? \_\_\_\_\_

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly

Is pre-job safety instruction provided before to each new task?  Yes  No

Is the process documented?  Yes  No

Who leads the discussion? \_\_\_\_\_

Do you have a hazard assessment process?  Yes  No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

\_\_\_\_\_

\_\_\_\_\_

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

Yes  No

How does your company measure its H&S success?

- Attach separate sheet to explain

## 7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 8 PERSONNEL

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

## 9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

## T2.2-3b: Health and Safety Cost Breakdown

NB: This Safety Cost breakdown is required to illustrate to Transnet that safety costs have been factored into your tender price and will not be paid for as a separate expense.

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title		Project/Tender No.	Project Location / Description
FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT MACHINE (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTH.		SIC23043CIDB (HOAC-VAR-45786)	Various locations

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			
15.	Other			

<b>Total Health and Safety Estimate (R)</b>	
<b>Total Estimate Value (R)</b>	
<b>H&amp;S Cost as % of Tender value</b>	

## TRANSNET FREIGHT RAIL SAFETY HEALTH AND ENVIRONMENTAL (SHE) SPECIFICATIONS FOR CONTRACTORS

<b>CONTRACT NAME:</b>	Sleeper Replacement Machines – High Production	
<b>CONTRACT NUMBER:</b>	SIC23043CIDB	
<b>CONTRACT SCOPE:</b>	The Contractor is required to supply, operate and maintain mechanised on-track equipment. This equipment shall include a sleeper replacement machine compatible with Transnet Freight Rail's fleet of NZ /NST Sleeper Wagons, plus 1 Ballast Regulator, and 2 Heavy On-Track Ballast Tampers, Additionally, the following shall be provided: at least 1 Logger Machine/s for sleeper loading and off-loading, equipment for installation and collection of fastenings, and all associated labour, supervision, road vehicles, ancillary tools and equipment, fuels, lubricants, spare parts and consumables	
<b>CONTRACT LOCATION:</b>	National	
<b>CONTRACT DURATION:</b>	24 Months	
<b>CONTRACT MANAGER:</b>	Ian Mncube	
<b>TFR CONTRACT REPRESENTATIVE / TECHNICAL OFFICER:</b>	Ian Mncube	
<b>CHS AGENT:</b>		
<b>SHE SPECIFICATION APPROVAL</b>		
	<b>NAME:</b>	<b>SIGNATURE:</b>
<b>TFR CONTRACT MANAGER / CONTRACT REPRESENTATIVE</b>	Ian Mncube	..... <b>DATE:</b>
<b>RISK / ENVIRONMENTAL SPECIALIST</b>	Elekanyani Phundulu	..... <b>DATE:</b>
<b>CHS AGENT / SAFETY SPECIALIST / MANAGER</b>	Theo Hlungwani	..... <b>DATE:</b>



## 1. Introduction

- 1.1 This Safety, Health and Environmental (SHE) specification is Transnet Freight Rail (TFR) minimum requirements to be met by contractors when performing work for or on behalf of TFR. They set out the requirements to be followed by the Contractor and other contractors so that the health and safety of all people's potentially at risk may receive the same priority as other facets of the project.
- 1.2 The Contractor shall **develop a SHE plan and prepare a SHE file** based on these requirements, risk assessment as well as all the relevant applicable legislation. The contractor shall remain accountable for the quality and execution of his health and safety programme for his employees and sub-contractor employees. This specification in no way releases the contractors from compliance with the relevant legislation.

## 2 Purpose

- 2.1 The purpose of this specification is to ensure that the Contractor provides and maintains, as far as reasonably practicable a safe working environment for all employees and the public whilst performing work for or on behalf of TFR.
- 2.2 This specification form an integral part of the contract, and the Contractor shall forward this specification to all subcontractors at the bidding stage so that they can in turn prepare health and safety plans relating to their operations.

## 3 Scope and Application

- 3.1 This specification is applicable to all contractors, suppliers and all activities and processes carried out for or on behalf of Transnet Freight Rail. The Specification defines the strategies to manage health and safety and is a compliance document drawn up in terms of the Occupational Health and Safety Act 85 and National Railway Safety Act 16 of 2002..
- 3.2 This specification shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the TFR Contract Manager/Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the OHS Act and Regulations and Transnet's safety requirements and procedures.
- 3.3 Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Contractor from his responsibilities and accountability in respect of the Contract to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the TFR Contract Manager/Technical Officer or Client Agent.

## 4 General

- 4.1 The Contractor and Transnet Freight Rail 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 (herein referred as the OHS Act) and applicable Regulations and National Railway Safety Act of 2000 and applicable standards.



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- 4.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the OHS Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. The Contractor shall, before commencement with the execution of the contract work, comply with the provisions set out in the OHS Act, and shall implement and maintain a SHE Plan approved by Transnet Freight Rail, on the Site and place of work for the duration of the contract .
- 4.3 The Contractor accepts his obligation to complying with the OHS Act and applicable Regulations notwithstanding the omission of some of the provisions of the OHS Act and the Regulations from this document.
- 4.4 Transnet Freight Rail accepts, in terms of the OHS 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 TFR Contract Manager/Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the works
- 4.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

## 5. Section 37(2) Agreements

- 5.1 Transnet Freight Rail and the Contractor shall enter into an agreement in terms of section 37(2) of the Occupational Health and Safety Act to the arrangements and procedures between them to ensure compliance by the Contractor with the provisions of the OHS Act.
- 5.2 The agreement shall be completed and signed by the Contractor mandated representative as soon as possible and returned to the relevant TFR Contract Manager for his/her signature on behalf of TFR.
- 5.3 The Contractor shall enter into a Section 37(2) Agreement with their respective sub-contractors. Signed copy of such agreement must be kept on the Contractor's SHE file.

## 6. Definitions

- 6.1 In this Specification the definitions as listed in the Occupational Health and Safety Act 85 of 1993, Construction Regulations 2014, National Railway Safety Regulator Act of 2000 (and applicable standards), Transnet Contractor Management Procedure shall apply, unless the context otherwise indicates: -
- 6.2 "**competent person**" means a person who—
- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
  - b) is familiar with the Act and with the applicable regulations made under the Act;

- 6.3 **"construction work"**, which, in terms of the Construction Regulations, 2014 means any work in connection with: -
- a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
  - b) the construction, erection maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, clearing of land, the making of an excavation, piling or any similar civil engineering structure; or any similar type of work.
- 6.4 **"contractor"** means an employer (organisation) or a person who performs ANY work and has entered into a legal binding business agreement contract to supply a product or provide services to Transnet. This applies to the Suppliers, Vendors, Consultants, Service Providers or Contractors (including Principal Contractors) and subcontractors. NB: A contractor is an employer in his/her own right;
- 6.5 **"COVID 19"** means Corona Virus Disease of 2019
- 6.6 **Occupation:** The formal closure of the line to normal rail traffic for a specified period of time arranged in accordance with Infrastructure Occupation Management System (IOMS) or any other system and implemented in accordance with the Protection Manual.
- 6.7 **"fall protection plan"** means a documented plan, which includes and provides for-
- a) all risks relating to working from a fall risk position, considering the nature of work undertaken;
  - b) the procedures and methods to be applied in order to eliminate the risk of falling; and
  - c) a rescue plan and procedures
- 6.8 **"Safety, Health and Environmental (SHE) File"** means a file or other record in permanent form, containing the information required to be kept on site in accordance with the OHS Act and applicable Regulations;
- 6.9 **"health and safety (SHE) plan"** means a site, activity or Contract specific documented plan in accordance with the client's health and safety specification;
- 6.10 **"risk assessment"** means a programme to determine any risk associated with any hazard at a work site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 6.11 **"rail road vehicle"** means a vehicle that can travel on rail and road
- 6.12 **"TFR"** means Transnet Freight Rail, a division of Transnet SOC Ltd (Registration No. 1990/000900/30), a public company incorporated in accordance with the company laws of the Republic of South Africa
- 6.13 **"TFR Contract Manager"** TFR employee appointed to liaise with the contractor to ensure that the specifications of the contract are met (with special emphasis on safety, technical specifications, inspection of quality and quantity of work). It includes a Technical Officer, Depot Engineering Manager, Engineering Technician, Maintenance Supervisor's etc.

## 7. Notification of Construction Work

- 7.1 The Contractor who intends to carry out any construction work other than work where a Construction Work Permit is required, must at least 7 days before carrying out such work, notify the Provincial Director of the Department of Labour in writing if the construction work:-
- (a) includes excavation work
  - (b) includes working at a height where there is a risk of a person falling;
  - (c) includes the demolition of a structure; or
  - (d) includes the use of explosives to perform construction work,
- 7.2 The notification to the Provincial Director shall be on a form similar to Annexure 2 of the Construction Regulations, 2014. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Contract Manager/Technical Officer or employee.

## 8. Letter of Good standing

- 8.1 The Contractor shall submit proof of registration and Letter of Good Standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Diseases Act , 1993 (Act No. 130 of 1993) for his company and each of his sub-contractors’.
- 8.2 No contractor may do any work for TFR without a valid letter of good standing. The Contractor must ensure that the Letter of Good Standing remains valid for the duration of the contract period.
- 8.3 The letter of good standing must reflect the name of the Contractor and/or Sub-contractor, registration number and, expiry date.

## 9. Management and Supervision

- 9.1 The Contractor and all subcontractors shall submit a SHE organogram outlining the site SHE management structure including the relevant appointments/competent persons or the intended appointments where such appointments have not been made.
- 9.2 The Contractor shall, in accordance with the OHS Act and applicable Regulations, make all the necessary appointments of competent persons in writing. Copies should also be retained on the SHE file.
- 9.3 In case of construction work, additional appointments must be made in terms of the Construction Regulations:
- 9.3.1 **Construction Manager** appointed fulltime on a single site with the duty of managing all the construction work including the duty of ensuring occupational health and safety compliance. The appointed construction manager may not manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
- 9.3.2 A Contractor must upon having considered the size of the project, in writing appoint one or more **Assistant Construction Managers** for different sections thereof: Provided that the



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designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

- 9.3.3 A Construction Manager must in writing appoint **Construction Supervisors** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
- 9.3.4 No Construction Supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.
- 9.3.5 A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
- 9.3.6 A Contractor shall in writing appoint a full-time or part-time **Construction Health and Safety Officer** in writing to assist in the control of all health and safety related aspects on the site. (The Construction Health and Safety Officer must be registered with the SACPCMP as from 07 August 2015).
- 9.3.7 The Construction Safety Officer shall have sound knowledge of the Occupational Health and Safety Act and its regulations, National Environmental Management Act, and associate environmental requirements such as Waste and Water Acts and sound knowledge of Hazard Identification and Risk Management processes
- 9.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Contract Manager/Technical Officer.

## 10. SHE Committee Meetings and SHE Representatives

- 10.1 Where required by legislation, the Contractor and subcontractors shall appoint SHE Representative/s in writing after consultation with employees and ensure that they are trained in performing their duties.
- 10.2 SHE Representatives duties shall include inspections of the workplace, taking part in incident investigations, risk assessments, attending SHE Committee meetings etc. Records of monthly inspections of SHE Representatives must be kept on the SHE file.
- 10.3 The number of SHE Representatives appointed shall be in accordance with the requirements of the Occupational Health and Safety Act 85 of 1993.
- 10.4 Where required by legislation, the Contractor must ensure that a project/site SHE Committee meeting is held monthly and minutes of such meeting shall be recorded and records kept on the SHE file. The Contractor representative and appointed SHE representatives shall attend the monthly SHE Committee meeting.
- 10.5 The Contract Manager/Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's health and safety committee as an observer.

10.6 Subcontractors appointed by the Contractor shall have their own internal monthly SHE Committee meetings.

## **11. SHE Audits and Contractor Monthly Reports**

11.1 The TFR Contract Manager/Technical Officer or his deputy shall ensure that the Contractor's SHE Plan is audited at intervals mutually agreed to between them, but at least once every month to ensure that the SHE Plan is implemented and maintained on site.

11.2 TFR Safety Officers / Specialists shall at all reasonable times be allowed access to the work sites, the Contractor site offices and tool-sheds to inspect the Contractor's and its subcontractor's tools, equipment, registers and workplace.

11.3 Should any non-compliances or contraventions to the TFR safety requirements, legal requirements, this specification or the Contractor's SHE Plan be identified, such non-compliances or contraventions shall be rectified by the contractor at its cost immediately or within a period specified by the TFR Contract Manager/Technical Officer, his deputy, or TFR Safety Officers / Specialists.

11.4 Should the Contractor refuse or fail to rectify such non-compliances or contraventions, TFR may take remedial action at the Contractor's cost as it may deem necessary to ensure safety at the TFR sites at all times.

11.5 TFR reserves the right to conduct safety audits without prior warning.

11.6 The Contractor on all contracts of more than 1 month shall conduct its own safety audit and provide a monthly safety performance report as required by TFR.

11.7 The Monthly safety performance report shall be compiled in terms of Annexure 2 or in any format that the Contractor has as long as it includes all items listed in Annexure 2.

## **12. Training, Competence and Awareness**

### **12.1 Induction Training**

12.1.1 The Contractor shall ensure that all his employees and subcontractors employees undergo a TFR SHE Induction with regard to the general hazards prevalent on the site, rules and regulations, and other related aspects before commencing work. It is the responsibility of the contractor to inform TFR whenever new employees are appointed after the initial induction was conducted.

12.1.2 In addition to the TFR SHE induction, it is the responsibility of the Contractor to develop and implement a site specific SHE Induction programme, a job specific induction programme and a general employee SHE awareness programme, to develop awareness amongst employees on the generic SHE issues associated with the scope of work and the specific environmental issues in question.

12.1.3 The Contractor shall ensure that all visitors and suppliers to the site undergo and comply with Contractors' site-specific safety induction requirement prior to being allowed access to site. All visitors and suppliers shall sign the attendance register.





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12.1.4 All visitors and suppliers shall wear the necessary personal protective equipment whilst on site and shall remain in the care of the host who understand the scope of work and associated risks.

12.1.5 The Contractor shall maintain comprehensive attendance records of SHE induction training on the SHE file.

## **12.2 Competency / Training**

12.2.1 The Contractor must ensure that all his employees are adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to maintain safe work practices and standards.

12.2.2 The Contractor shall identify training requirements of employees whose work may have a significant impact on their health and safety or that might create a significant impact upon the environment and ensure that these employees will receive appropriate training. A Training matrix shall be used as a mechanism to manage and control the training of employees.

12.2.3 The Contractor shall identify all training needs and incorporate the site specific training into the SHE plan.

12.2.4 Each Contractor shall be required to ensure that before an employee commences work on the Contract that the supervisor in control with responsibility for the employee has informed the employee of his scope of authority and any hazards associated with the work performed. This will include man-job specifications, the discussion of any standard task procedures or hazardous operational procedures to be performed by the employee

12.2.5 The Contractor is to ensure that the supervisor has satisfied himself that the employee is conversant with all hazards associated with any work to be performed by conducting task observations.

12.2.6 The Contractor must ensure that certificate/s of competence where applicable is/are provided in the SHE File.

12.2.7 The Contractor shall ensure that the Rail Road Vehicle is operated with TFR pilot, Depot Technical Officer and Rail Network Representative.

## **12.3 Awareness Training**

12.3.1 Awareness training required shall be identified for all employees on the Contract using the SHE Policy, the SHE Plan, the SHE programmes and procedures.

12.3.2 The Contractor shall have a daily safety talk. This talk shall include subcontractor employees.

12.3.3 The talk must be brief and concise. Subject topics should be applicable to the job at hand, incidents, accidents and up-and-coming work will be discussed along with suggestions and comments. These meetings can be used as a training meeting with the central idea of educating employees.

## **12.4 Training of Flagmen**

12.4.1 The appropriate training for the flagmen provided by the Contractor can be provided by Transnet Freight Rail (TFR) at the start of the contract.

- 12.4.2 Transnet Freight Rail (TFR) requires flagmen, and the pre-requisites for such persons to qualify to be trained, shall be basic literacy skills and Basic English language ability.
- 12.4.3 The Contractor will be required to supply at least six of his employees to be trained and certificated in performance of protection duties.
- 12.4.4 Flagmen shall be officially trained, evaluated and certified competent, (Transnet Freight Rail (TFR) 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for one (1) year only after, which re-testing and re-certification of competency will be required.
- 12.4.5 In cases where a person was not performing flagmen duties for a period of 6 months or longer, shall be re-tested and again be re-certified competent, before he may be re-used for Protection Duties. Retraining of Flagmen after 6 months of inactivity shall be for the Contractor's account.

### **13. Health and Safety Plan (SHE Plan)**

- 13.1 Potential Contractor submitting tenders shall submit with their tender, a Health and Safety Plan setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the OHS Act and Regulations, this SHE specification and particularly in respect of: -
- (a) 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 OHS Act;
  - (b) the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS 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;
  - (c) ensuring, as far as is reasonably practical, in terms of section 37 of the OHS 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.
  - (d) Provide health and safety cost breakdown that covers health and safety cost elements for the duration of the contract and must be incorporated in the total contract cost.
- 13.2 The Contractor's Health and Safety Plan 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.
- 13.3 The SHE Plan shall include full particulars in respect of: -
- (a) Safety Management Structure arrangements i.e. Appointments to be done and how;
  - (b) SHE Organisation arrangements i.e. SHE Committees, SHE Audits, Findings and Corrective Actions



- (c) Risk Management i.e. Risk Assessment frequencies, methodology
  - (d) Education and Training i.e. safety induction, site / job specific training arrangements
  - (e) Emergency Planning and Fire prevention and protection
  - (f) Health and Safety Communication i.e. Toolbox talks, incident recall
  - (g) Safe working methods and procedures to be implemented i.e. safe work procedures, task observation
  - (h) Fall Protection Plan i.e. documented plan, training/competency, medical surveillance, rescue plan
  - (i) Personal protective Equipment and Clothing
  - (j) Contract Security i.e. site access control and security
  - (k) SHE Costs
  - (l) Occupational Health i.e. Medical Surveillance, First Aid, Welfare Facilities, Substance Abuse testing, Noise, Vibration, Manual Handling etc.
  - (m) Environmental management
  - (n) Incident Management i.e. reporting and investigation
  - (o) Operational Control
  - (p) Review plan of the SHE Plan
- 13.5 The Contractor shall submit a final SHE Plan after awarding of the contract which shall be subject to the TFR Contract Manager/Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the TFR Contract Manager/Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the OHS Act and Regulations.
- 13.6 The Contractor shall approve the SHE Plan of the subcontractor and further take reasonable steps to ensure that each subcontractor's SHE Plan is implemented and maintained on the site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between them, but at least once every month.
- 13.7 The Contractor shall stop any subcontractor from executing any work, which is not in accordance with the Contractor's, and/or subcontractor's SHE Plan for the site or which poses a threat to the health and safety of persons.
- 13.8 The Contractor shall ensure that a copy of the SHE Plan is available on site for inspection by an inspector, TFR Contract Manager/Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

## **14. Hazards Identification and Potential Hazardous Situations**

- 14.1 The Contractor shall ensure a risk assessment is carried out by a competent person, appointed in writing, before commencement of any work and reviewed during the duration of the contract period. The Risk Assessments shall form part of the Health and Safety Plan to be applied on the site and shall include at least the following:
  - (a) The identification of the risks and hazards (including ergonomic risks) that persons may be exposed to;
  - (b) The analysis and evaluation of the hazards identified;
  - (c) A documented plan, including safe work procedures to mitigate, reduce or control the risks identified; and
  - (d) A monitoring and review plan.
- 14.2 Risk assessments shall be conducted by a competent person and such person shall use a documented method to analyse and evaluate identified risk and hazards.
- 14.3 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
- 14.4 The risk assessment shall be reviewed when there are changes that affect the design of the structure that may affect the health, safety and environment on site or after an incident.
- 14.5 The Contractor shall ensure that all employees are to be informed, instructed and trained regarding any risks, hazard and related SHE procedures by a competent person as outlined in the risk assessment prior to commencement of work and thereafter at predetermined intervals as outlined in the monitoring plan.
- 14.6 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 intervals as may be determined in the risk assessment.
- 14.7 The risk assessment shall be available on site for review. Where a risk assessment is not readily available or not communicated to contractor employees, the activities shall be stopped until such time the contractor complies.
- 14.8 The Contractor and the TFR Contract Manager/Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the contract 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.
- 14.9 The Contractor shall be required to analyse his scope of work and define these critical activities. For each activity, a risk assessment shall be required which defines systems and safe work procedures that will be used in order to complete the activity safely.
- 14.10 Copies of all safe work procedures and proof that employees have been trained on those safe work procedures shall be kept on the SHE file.

14.11 Preliminary risk and hazard identification shall be conducted by the Contractor prior to work commencement on site. Should the Client's Agent (CHS Agent), TFR Contract Manager/Technical Officer or his duly nominated alternative identify hazardous activities performed by the Contractor on the site for which the Contractor has not submitted a risk assessment, the Contractor shall be required to do so before continuing with work.

14.12 The contractor shall conduct a COVID-19 risk assessment to give effect to minimum control measure required, taking into consideration the specific circumstances of the workplace and work activities. When conducting such a risk assessment, the contractor shall take into consideration measures required by the COVID-19 Occupational Health and Safety Measures in Workplaces.

## **15. Safety, Health and Environmental (SHE) File**

15.1 The Contractor shall prepare a SHE file and submit to TFR Contract Manager for approval prior to commencement of work on site. The file shall include all documentation required as per the OHS Act and applicable regulations.

15.2 The approval time of the file is at least 5 working days

15.3 The Contractor shall ensure that a copy of the both his SHE File as well as any subcontractor's SHE File is kept on site and made available to an inspector of the Department of Labour, the TFR Contract Manager/Technical Officer, or subcontractor upon request.

15.4 The Contractor shall hand over a consolidated SHE file to the TFR Contract Manager/Technical Officer upon completion of the Work and shall in addition to documentation mentioned in the OHS Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

## **16. Occupational Health**

### **16.1 Medical Surveillance Programme**

16.1.1 The Contractor shall ensure that all his and subcontractor employees have a valid medical certificate of fitness issued by an Occupational Health Practitioner.

16.1.2 Medical certificate of fitness must be available and be kept in the SHE file.

16.1.3 The contractor shall develop and implement COVID 19 procedure and program to ensure the protection of employees and other persons.

### **16.2 Substance Abuse**

16.2.1 All Contractors must comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.

16.2.2 No Contractor may possess, sell, offer to other person, use, store, manufacture, transport, distribute, or transfer drugs or alcohol during work hours, on or off TFR premises.

16.2.3 TFR will not tolerate substance abuse or use which put at risk the health and safety of its employees or threatens its services to our stakeholders. It is on this basis that a contractor employee will be considered unfit for work if:

- (a) He/she is subjected to alcohol screening and/or alcohol testing and is found to have alcohol in his/her breathe and/or blood;
- (b) Refuses to undergo substance screening and/or testing;
- (c) He /she produces a positive confirmatory test for any other substances, measured by sample analysis at a registered pathological laboratory and authorised by a medical practitioner; and/or
- (d) Through observation by security personnel or TFR Contract Manager, it is evident that the contractor's physical, emotional, mental or behavioural state reflects that they are intoxicated or under the influence.

16.2.4 Any transgression of this policy will constitute a breach of the relevant contract and may result in the termination of services/contract.

16.2.5 Any contractor employee using medication that has a narcotic effect must declare before work to his / her supervisor.

### **16.3 Occupational Hygiene**

16.3.1 The Contractor shall conduct Health Risk Assessments of all the Occupational Hygiene / Environmental stressors (e.g. noise, dust, illumination, HCS, heat & cold stressors, ergonomics, etc.) present in the area where they operate to determine if there is any possible worker exposure. Records of all these assessment should be documented and kept up to date.

16.3.2 The Contractor shall monitor the extent to which their employees are exposed to the occupational hygiene stressors. These assessments shall be conducted by an Approved Inspection Authority as listed on the Department of Labour database. The findings from these assessments should be kept on the SHE file, communicated to all affected parties and be reported to relevant authorities.

### **16.4 Welfare Facilities**

16.4.1 The Contractor must ensure that all workplace facilities meet health, safety and welfare needs of all employees, including disabled persons where applicable.

16.4.2 The Contractor must in addition to Facilities Regulations 2004, provide at or within reasonable access of every site, the following clean, hygienic and maintained facilities:

- (a) shower facilities, at least one shower facility per 15 persons
- (b) at least one sanitary facility for each sex and for every 30 workers
- (c) changing facilities for each sex; and
- (d) sheltered eating areas

16.4.3 The Contractor must provide reasonable and suitable living accommodation for the workers on sites who are far removed from their homes and where adequate transportation between the site and their homes or other suitable living accommodation, is not available.

### **16.5 First Aid requirements**



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- 16.5.1 The Contractor shall ensure that their employees receive prompt first aid treatment in case of injury or emergency. The Contractor must have the necessary equipment and/or facility on site for treatment of injured persons.
- 16.5.2 Contractor shall ensure that the first aid box / boxes are available and accessible. More first aid boxes shall be provided if the risks, distance between work teams, or the working environment requires it.
- 16.5.3 Taking into account the type of injuries that are likely to occur on site, the nature of activities performed and the number of employees on site, the Contractor shall ensure that the first aid box contain suitable first aid equipment which includes at least the minimum contents as listed on Annexure 1 of General Safety Regulation (GSR).
- 16.5.4 The Contractor must ensure that trained / certificated first-aid personnel are appointed and be available on site at all times. The ratio of first aiders to employees shall be 1:50.

## **16.6 Asbestos Control**

- 16.6.1 The Contractor shall inform the TFR Contract Manager or TFR Contract Manager if during service work asbestos or suspected asbestos containing material is found. Only Asbestos Approved Contractor can work on asbestos containing material.

## **16.7 Noise**

- 16.7.1 The Contractor shall ensure that the requirements of the Noise Induced Hearing Loss Regulations are complied with.
- 16.7.2 Contractor shall ensure that machinery and equipment are operated at noise levels not exceeding an equivalent level of 85-dB (A) during normal working conditions.
- 16.7.3 Where the noise levels at the Operator position or to employees working in the vicinity exceed an equivalent level of 85-dB (A) during normal working conditions, the Contractor shall take appropriate measures to reduce such levels to an equivalent level of 85-dB (A). The use of Personal Protective Equipment (PPE) should be the last resort.
- 16.7.4 All employees exposed to noise must be trained on the effects of exposure, precautionary measures to be taken to prevent exposure and the correct use of PPE.
- 16.7.5 Noise zones must be demarcated as such.

## **16.8 Vibration**

- 16.8.1 Contractors must put measures to reduce the risks associated with hand–arm vibrations, avoid, whenever possible, the need for vibration equipment.
- 16.8.2 Contractor shall develop a good maintenance regime for tools and machinery. This may involve ensuring that tools are regularly sharpened, worn components are replaced or engines are regularly tuned and adjusted.
- 16.8.3 The Contractor must introduce a work pattern that reduces the time exposure to vibrations.
- 16.8.4 The Contractor shall issue employees with gloves and warm clothing. There is a debate as to whether anti-vibration gloves are really effective but it is agreed that warm clothing helps

with blood circulation which reduces the risk of vibration white finger. Care must be taken so that the tool does not cool the hand of the operator.

## **16.9 Manual Handling**

16.9.1 Contractor must reduce risk of injury due to manual handling by using mechanical assistance involving the use of mechanical aids to assist the manual handling operation. Mechanical aids such as hand-powered hydraulic hoists, specially adapted trolleys, hoist for lifting patients and roller conveyors can be used.

16.9.2 Contractor shall ensure all employees involved in manual handling are trained in good lifting techniques.

## **16.10 Dust**

16.10.1 The Contractor shall monitor dust caused by their activities, mobile equipment, generators and other equipment. Factors such as wind can often affect the intensity to which the impact is experienced.

16.10.2 Dust suppression measures must be in place to reduce the dust caused by the activities on site.

16.10.3 Appropriate PPE should be provided to exposed employees.

## **16.11. Weather precautions**

16.11.1 In the event of adverse weather (high winds, flooding, storm surge, lightning etc) or other conditions, the Contractor must institute precautionary measures to protect employees on site.

16.11.2 The Contractor shall take steps to prevent heat stroke, dehydration and exhaustion of employees as a result of exposure to excessive heat on site. Such steps may include employees taking regular breaks, consuming enough water, provision of sun brims for their hard hats and sun screen to protect them against sun burn.

16.11.3 The Contractor shall take steps to prevent hypothermia or dangerous overcooling of the body as a result of exposure to cold temperatures.

## **17 Incidents/Occurrences**

17.1 All incidents referred to in Regulation 9 of General Administration Regulations of the OHS Act and in terms of National Railway Safety Act 6 of 2002 (and applicable SANS Codes) involving the contractor and his subcontractor on TFR premises, shall be reported to the TFR Contract Manager and Department of Labour as prescribed by the OHS Act.

17.2 TFR Contract Manager must be forwarded with a copy of a report of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on TFR premises.

17.3 TFR Contract Manager must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.



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17.4 The Contractor shall make available its employees to attend as witnesses when required so by TFR during an investigation into any incident where TFR believes the said contractor employees were witnesses or may assist in the investigation.

17.5 The Contractor shall make available to TFR any documents required to assist in their investigation.

## **18. SHE Cost**

18.1 The Contractor shall ensure that it has made adequate provision for the cost of health and safety measures in the tender offer.

18.2 The Contractor shall ensure that its subcontractors have made adequate provision for the cost of health and safety measures in the tender offer.

## **19. Personal Protective Equipment (PPE)**

19.1 The Contractor shall ensure that all employees are provided with appropriate prescribed Personal Protective Equipment (PPE) free of charge (according to General Safety Regulations (2), suitable for the type of activities that the employees will perform.

19.2 Such PPE shall be in line with and approved by credible institution such as SABS, EN, or AN the National Department of Health, National Institute of Communicable Diseases and the National Institute for Occupational Health whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.

19.3 The Contractor shall manage the issuing of PPE and ensure that PPE is used at all times.

19.4 Employees shall be trained on the proper use of PPE.

## **20. Emergency Evacuation Plan and Procedure**

20.1 The Contractor must establish and implement an emergency evacuation plan to ensure that in the event of an emergency i.e fire, explosion, structural collapse etc. all staff is able to evacuate the area to a demarcated areas for the purpose.

20.2 The area so selected must be demarcated and the relevant "Assembly Point" sign displayed where applicable or use TFR nearest assembly point.

20.3 An Emergency Evacuation Procedure must be drawn up; all staff members and contractors shall be given awareness training and participate in regular evacuation drills.

20.4 The Contractor and its employees shall collaborate and adhere to TFR evacuation drills and requirements.

## **21. Access Control and Security**

21.1 The Contractor shall, before commencing any work, obtain from the TFR Contract Manager/Technical Officer a Site Access Certificate as in Annexure 1 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.





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- 21.2 No Site Access Certificate will be granted to the Contractor who fails to comply with TFR minimum SHE requirements, with the SHE File not approved and without the SHE induction been concluded.
- 21.3 The contractor must assess the security risks and implement appropriate measures. All contractors are to strictly adhere to all security requirements on the premises.
- 21.4 The Contractor in collaboration with the TFR representative will ensure that proper access control is in place and functional at all times onto and out of the site. A form of access control will be issued to contractor employees who have been inducted and submitted copies of ID documents or work permits (where required).
- 21.5 Access Permits should be carried by a contract employee at all time when on site. Access Permits shall be produced at the point of entry / gate.
- 21.8 Contractors shall ascertain from TFR Contract Manager/Technical Officer the correct route along with their employees may proceed when coming on or going off shift and direct their employees accordingly.

## **22. Management of Subcontractors**

- 22.1 The Contractor is directly responsible for the actions of his contractors/sub-contractors.
- 22.2 The Contractor will also be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the contractor complies with all requirements.
- 22.3 The Contractor shall provide any contractor who is making a bid or appointed to perform work, with the relevant sections of the documented SHE specification, who would in turn provide a SHE plan for approval.
- 22.4 The Contractor shall carry out monthly inspection/audits on the contractor/subcontractor to ensure that their SHE plan is being implemented and maintained and submit audit report to TFR Contract Manager.
- 22.5 The Contractor shall stop any contractor/subcontractor from executing work which poses a threat to the safety and health of persons or the environment.
- 22.6 The Contractor shall ensure that the contractor/sub-contractors appointed have the necessary competencies and resources to perform the work safely.
- 22.7 The Contractor will be required to submit 37(2) mandatory agreement between his contractor/subcontractor to the TFR Contract Manager

## **23. Environmental Management**

- 23.1 The Contractor shall identify, document and comply with all pertinent Environmental laws and associated Regulations, approvals, licenses and permits which are applicable to the Services and activities undertaken.
- 23.2 Before commencement with any of the services to be rendered to TFR, the Contractor shall make available all personnel who will be working on the specified contract to be given environmental induction training. All Contractor employees arriving on the site shall attend such induction.



- 23.3 The Contractor shall adhere to all instructions issued by Contract Manager or his /her delegated person in promotion of environmental management and legal compliance.
- 23.4 Service activities generating output levels of 85 db (A) or more shall be confined to the hours 08h00 to 17h00 Mondays to Fridays (close to residential areas).
- 23.5 No on-site burying or dumping of waste material shall occur. Waste must be collected by a licensed waste transporting contractor and disposed of at a licensed disposal site. Disposal certificate must be made available to TFR on request.
- 23.6 Waste bins must be provided in sufficient number and capacity to store solid waste produced on a daily basis. These bins must be kept closed and emptied regularly.
- 23.7 The Contractor must notify the Contract Manager immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.
- 23.8 All vehicles and equipment's shall be kept in good working condition. All leaking equipment's shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained and not emit excessive noise.
- 23.9 In case of major hydrocarbon spill or leakage as a result of equipment failure, Contract Manager must be made aware of such event and the affected area must be fenced off and be cleaned immediately to the reasonable satisfaction of the TFR Environmental Control Officer to prevent contamination of soil and both surface and groundwater.
- 23.10 The Contractor shall ensure that no spillage occurs when toilets are being cleaned or emptied and that the contents are removed from site by a licensed service provider.
- 23.11 Camps and site offices shall be fenced (where necessary) in consultation with the landowner.
- 23.12 The Contract Manager or TFR Contract Manager may, at his or her discretion stop any work, activity or process not in accordance with Environmental laws and associated Regulations, approvals, licenses and permits.
- 23.13 The contractor shall preserve wild life in terms of the NEMA.

## **24. Operational Safety**

### **24.1 National Railway Safety Regulator Act / Railway Safety**

- 24.1.1 The Contractor shall ensure that its equipment, machinery and employees when on TFR premises complies fully with all applicable railway safety requirements and/or regulations of the National Safety Regulator Act 16 of 2002 and the relevant SANS Codes of Practice.
- 24.1.2 The Contractor when engaging subcontractor must review the capability of the proposed contractor to comply with specified railway safety requirements and/or regulations.
- 24.1.3 The Contractor and/or his subcontractors must grant TFR access, during the term of the contract, to review any railway safety related activities, including the coordination of such activities across all parts of the organisation.

24.1.4 The Contractor shall ensure that all his employees are protected from the risk of being hit by moving trains.

## **24.2 Special Permits**

24.2.1 Where special work permits are required before work may be carried out such as for e.g. hot work (welding, cutting etc.), isolation, and occupations, the Contractor shall apply to the TFR Contract Manager/Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such work permits.

## **24.3 Vehicle Safety**

With respect to vehicles and mobile plants the Contractor must ensure that:

24.3.1 They are of an acceptable design and construction, are maintained in a good working order and are used in accordance with their design and the intention for which they were designed

24.3.2 Are operated by a person who has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate such vehicle and mobile plant;

24.3.3 Are operated by a person who has a medical certificate of fitness to operate those vehicle and mobile plant, issued by an occupational health practitioner;

24.3.4 Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried. No employees will be allowed to be transported at the back of LDV's / bakkies unless it is provided with a seat and safety belt and further that the risk assessment has indicated it to be a low risk.

24.3.5 Vehicles are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;

24.3.6 Vehicle must be equipped with an acoustic warning device which can be activated by the operator and an automatic acoustic reversing alarm

24.3.7 Vehicles must be inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the vehicle or mobile plant.

24.3.8 No person rides or is required or permitted to ride on a vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose.

24.3.9 All vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured.

24.3.10 Whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation

24.3.11 Tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees.

24.3.12 Where applicable, also in collaboration with the TFR representative and other appropriate personnel develop a traffic management plan for the site to ensure the safe movement of all service vehicle related mobile plant where applicable

24.3.13 This plan is to be reviewed at the allocated SHE meeting to ensure its applicability where applicable. Where applicable the Contractor shall appoint traffic officials to manage the manoeuvre of mobile plant and vehicles on the site.

24.3.14 Those working or operating on public roads and rail comply with the requirements of the National Road Traffic Act, 1996 and National Railway Safety Regulator Act, 2000.

24.3.15 In case of COVID 19 outbreak, the contractor shall when transporting his employees to TFR premises comply with the regulations which outlines that 70% of the vehicle capacity can be utilised, vehicle is sanitised before and after transporting employees. All employees must sanitise their hands before getting into the vehicle and wear their face mask while in transit.

#### **24.4 Housekeeping and general safeguarding**

24.4.1 Contractor must ensure that suitable housekeeping is continuously implemented on each work site

24.4.2 The Contractor must ensure proper storage of materials and equipment and the removal of scrap, waste and debris at appropriate intervals.

24.4.3 The Contractor must ensure that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways

24.4.4 The Contractor must ensure that materials which are no longer required for use do not accumulate on and are removed from the site at appropriate intervals.

#### **24.5 Hazardous Chemical Substances (HCS)**

24.5.1 The Contractor must ensure that all employees exposed to hazardous chemicals are trained on the potential source of exposure, potential risk to health caused by exposure and measures to be taken by the contractor and employees against any risk of exposure.

24.5.2 HCS risk assessment to be conducted and where it indicates that any employee may be exposed, the contractor shall ensure that monitoring is carried out in terms of regulation 6 and 7 of the Hazardous Chemical Substances Regulations.

24.5.3 Employees exposed to hazardous substances shall be under medical surveillance

#### **24.6 Stacking and Storage**

24.6.1 The Contractor shall ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage.

24.6.2 Adequate storage areas are provided, demarcated as storage areas and are kept neat and under control.

#### **24.7 Fire Precautions and Fire Safety**

24.7.1 The Contractor must ensure that all appropriate measures are taken to avoid the risk of fire. The Contractor shall comply with the fire precautions as stipulated in the Environmental Regulations for Workplaces, 1987.

24.7.2 Sufficient and suitable storage is provided for flammable liquids, solids and gases.

24.7.3 Smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials

24.7.4 In confined spaces and other places in which flammable gases, vapours or dust can cause danger only suitably protected electrical installations and equipment, including portable lights, are used, there are no flames or similar means of ignition and adequate ventilation is provided.

24.7.5 The Contractor shall ensure that the work areas are clear, at all times, of any material, which could fuel a fire and that combustible materials do not accumulate, oily rags, waste and other substances liable to ignite are without delay removed to a safe place.

24.7.6 A thorough inspection is made of the work site at the end of any working period to ensure that no material is left at the work site or any situation left in such a manner that a fire or accident could result (all machines to be turned off at main switches, and cylinders to be closed and hoses deflated).

24.7.7 Welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire.

24.7.8 Electric welding, oxy-welding or cutting, or any other fire hazardous equipment is not to be used inside or adjacent to electrical switch room, control room, cable duct, any electrical equipment or cables without the permission of the TFR Contract Manager.

24.7.9 Suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned and that such equipment is maintained in a good working order.

24.7.10 The fire equipment is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof

24.7.11 Sufficient number of employees are trained in the use of fire extinguishing equipment and familiarise themselves with locations of fire fighting equipment in the work site.

24.7.12 There is an effective evacuation plan providing for all persons to be evacuated speedily without panic, accounted for and a siren is installed and sounded in the event of a fire.

24.7.13 Where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire and the means of escape is kept clear at all times.

24.7.14 The Contractor must ensure that fire fighting equipment are not to be used for any purpose other than their intended use.

## **24.8 Site Establishment and Demarcation of the site**

24.8.1 It is important that activities of the contractor(s) are conducted within a limited area to facilitate control and to minimize the impact on the existing natural environment and the surroundings landowners.

24.8.2 The Contractor shall demarcate the boundaries of the site in order to restrict activities to the site.

24.8.3 The method of demarcation and the location of the demarcated area shall be determined by the Contractor and approved by the TFR Contract Manager prior to any work being undertaken. The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site.

24.8.4 Failure to do so may result in the Contractor being required to fence off the boundaries of the site at his own expense to the satisfaction of the TFR. The contractor is responsible for the safeguarding of his/her own equipment and material while on site.

## **24.9 Fall Protection Plan**

24.9.1 In the event of the risk and hazard identification, as required in terms of clause 14 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;

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

24.9.3 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;
- (e) rescue plan; and
- (f) the procedure addressing the inspection, testing and maintenance of all fall protection equipment

## **24.10 SHE Signage (Symbolic Safety Signs) on plant and in buildings**

24.10.1 The Contractor's employees shall comply with all SHE signage posted at various locations of TFR sites.

24.10.2 The Contractor shall after occupation of the site ensure that appropriate SHE signs (Symbolic Safety Signs) are displayed on site.

24.10.3 Where a Construction Work Permit has been issued to TFR for this contract, TFR shall provide a copy of such permit to the Contractor who in turn shall ensure that the site unique number as per the permit, is conspicuously displayed on site.

## **24.11 General Machinery, Tools and Equipment**

24.11.1 The Contractor shall ensure that all machinery, tools and equipment are identified, numbered or tagged, listed on an inventory list,

24.11.2 The Contractor shall ensure that all machinery, tools and equipment are safe to be used and is maintained in a good condition.

24.11.3 The Contractor shall ensure that all machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded in such a manner that persons cannot gain inadvertent access to the moving parts.

24.11.4 All machinery, tools and equipment to be regularly inspected at least monthly or as required by legislation and risk assessments. Records of such inspections shall be kept on the safety file.

24.11.5 Where applicable machinery, tools and equipment must have the necessary approved test or calibration documentation.

24.11.6 The Contractor shall ensure that all machinery, tools and equipment are operated by persons who have been trained to operate such machinery, tools or equipment.

#### **24.12 Portable Electrical Tools**

24.12.1 The Contractor shall ensure that use and storage of all portable electrical tools comply with all applicable legislation.

24.12.2 The Contractor shall ensure that only trained employees are authorised to use portable electrical tools

24.12.3 The Contractor shall ensure that all portable electrical are kept in a safe working condition.

24.12.4 All portable electrical tools are inspected monthly by a competent person and daily before use by the operator of such tool. Records of such inspections must be kept in the safety file.

24.12.5 Safety signs and barriers must be erected before tools are used.

24.12.6 Users / Operators of electrical power tools should be issued with suitable protective equipment

#### **24.13 Lifting Machine, Lifting Tackle and Suspended Loads**

24.13.1 The Contractor shall ensure that lifting machine and tackle comply with Driven Machinery Regulation 18 and all other applicable legislative requirements and standards.

24.13.2 The Contractor shall ensure that lifting machine operators shall be competent to operate a lifting machine. They must be in possession of a valid permit. The training should have been done according to the Code of Practice by a provider registered by the Department of Labour.

24.13.3 A lock out system should be implemented to ensure that only an operator that is competent can draw lifting machines and fork lifts.

24.13.4 The Contractor shall ensure that before using any lifting machines or tackle the operator inspect it. Records of such inspections and examinations shall be kept on the safety file.

- 24.13.5 All lifting machines shall be examined and subjected to a performance test by an accredited person/company at intervals not exceeding 12 months.
- 24.13.6 All lifting tackle should be recorded on a register and should be examined by an accredited person/company at intervals not exceeding 3 months.
- 24.13.7 All hooks shall be fitted with a safety latch/catch.
- 24.13.8 All lifting tackle should be conspicuously and clearly marked with identification particulars and the maximum mass load which it is designed for.
- 24.13.9 No person shall be moved or supported by means of a lifting machine unless such a machine is fitted with a cradle approved by an inspector.
- 24.13.10 Rigging of loads to be done in accordance with acceptable safe work practices
- 24.13.11 Contractors and their employees shall keep out from under suspended loads, including excavators, and between a load and a solid object where they might be crushed if the load should swing or fall. They shall not pass or work under the boom or any crane or excavator.
- 24.13.12 Contractors and their employees shall ensure that crane loads are not carried over the heads of any workmen.
- 24.13.13 The Contractor shall ensure proper supervision in terms of guiding the load including the use of guide ropes to prevent loads from swinging and a trained person to direct lifting operations and checking the lifting tackle and attachments daily.

#### **24.14 Hand Tools and Pneumatic Tools**

- 24.14.1 All hand tools (hammers, chisels, spanners, etc) must be recorded on a register and inspected by a competent person on a monthly basis as well as by users prior to use.
- 24.14.2 All pneumatic tools should be numbered, recorded and inspected at least monthly as well as by users prior to use. And the revolutions per minutes measured in accordance with the manufacturer specifications
- 24.14.3 Tools with sharp points in tool boxes must be protected with a cover.
- 24.14.4 All files and similar tools must be fitted with handles.
- 24.14.5 The Contractor must have a policy on private and make shift tools on site.
- 24.14.6 No pneumatic tool shall be operated by using a compressed gas cylinder. Pneumatic equipment shall only draw supply from mobile air compressors or from compressed air lines installed within the premises.

#### **24.15 Fatigue Management and Fit for Duty Processes**

- 24.15.1 The Contractor must ensure that it complies to the requirements of RSR 00-4-1.2016 Edition 1, Part 4-1 Human Factors Management-Fatigue Management standard.





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- 24.15.2 The Contractor shall document, implement and maintain processes and procedures to identify, assess and mitigate the risks associated with fatigue's contributory factors.
- 24.15.3 The Contractor shall comply with TFR Fatigue Risk Management Plan (FRMP) and Fatigue Risk Management System (FRMS).
- 24.15.4 The Contractor shall collect data and report on their management of fatigue as outlined in Clause 8.3 of Part 4-1 Human Factors Management-Fatigue Management standard.
- 24.15.5 The Contractor shall document and implement fit for duty processes for all its employees.

## **24.16 Electrical Equipment**

The Contractor must ensure that:

- 24.16.1 Implementation and compliance with Electrical Installation Regulations, Electrical Machinery Regulations and OH&S Act.
- 24.16.2 All electrical installations, machinery and electrical work is performed in compliance with TFR Electrical Safety Instructions.
- 24.16.3 Connections are not made to any power supply without the prior written approval of the TFR Contract Manager.
- 24.16.4 All electrical machines and appliances provided by the Contractor for his own use on the Site are in a serviceable condition
- 24.16.5 Power tools used on the Site are protected by residual current devices approved by TFR Contract Manager and are double insulated.
- 24.16.6 All extension cords, portable tools and electrical plant supplied at a voltage above 32 volts are inspected, tested and tagged by a Licensed Electrician at regular monthly intervals. Details of inspections and tests are kept in Log Books available for inspection by the TFR Contract Manager or any other authorised Officer of TFR.
- 24.16.7 All electrical installations are inspected by the TFR Contract Manager (or his nominee) to ensure that the installation complies with the Statutory Regulations applicable to the site and TFR Electrical Safety Instructions. Any installations deemed unsatisfactory by the TFR Contract Manager should be removed by the Contractor at his expense.
- 24.16.8 Portable lights have adequate stability and are fitted with a mechanical guard to protect the lamp. Temporary festoon lighting is of the 'double insulated' type and is supported at least 2.5m above the floor, if possible. Hand lamps are of the 'all insulated' type.
- 24.16.9 All temporary light fittings are supplied from more than one final sub-circuit, with the supply from a residual current device, extra low voltage source or an isolating transformer.
- 24.16.10 The Contractor must obtain approval from the TFR Contract Manager before any of his employees or Sub-contractors commence work within three (3) metres of conductor rails or high tension wires, or where there is a possibility of equipment coming close to and/or touching a power source, and must provide suitable protective insulating barriers. For the erection of scaffolding, the distance is five (5) metres.





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24.16.11 Only authorised persons may enter Electrical Contactor Houses, Motor Rooms, Switch Rooms, Control Rooms or Cable Ducts. Should the Contractor require entering such places to carry out work, he must first obtain permission from the TFR Contract Manager and obtain a valid Permit to Work.

24.16.12 The Contractor's employees required to enter such electrical spaces "authorised persons", with the names entered in the TFR Authorised Persons Register, after receiving approval from the TFR Electrical Officer, or they are accompanied by an authorised person who must supervise the placement of Danger Tags and Out-of-Service Tags, as well as Electrical Isolation Permit.

24.16.13 Electrical equipment supply cabling distribution boards, fixed lighting and portable appliances, extension leads, welding machines, compressors, pumps and hand portable tools are inspected on a monthly basis and also by the user daily before use.

24.16.14 Such monthly inspection(s) are to be performed by an appropriately qualified Electrician.

24.16.15 Contractors working on, over, under, or adjacent to railway lines and near high voltage equipment shall comply with the TFR E7/1 Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment.

## **24.17 Work in Confined Space**

24.17.1 The Contractor shall ensure that a confined space is only entered by an employee or any other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.

24.17.2 the Contractor shall take steps to ensure that any confined space in which there exist or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or likely to have, an oxygen content of less than 20 percent by volume, is entered by an employee or other person only when:

- (a) the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken;
- (b) the confined space is isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

24.17.3 The Contractor shall ensure that the provisions of General Safety Regulation 5 are complied with regard to work on confined space

24.17.4 The Contractor must take into consideration that a tunnel is defined as a confined space in terms of the General Safety Regulations and must ensure compliance to the above when working in tunnels.

## **24.18 COVID 19 Requirements**

24.18.1 The contractor shall complete and submit to the TFR Contract Manager a declaration stating that the contractor is permitted to operate in terms of the provisions of the Disaster



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Management Act 2002 (Act No 57 of 2002) and Regulations, Transnet COVID-19 Guidelines and COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020 and have prepared a COVID-19 Workplace Readiness Plan and shall operate within the regulated permissions and restrictions of applicable lockdown level.

- 24.18.2 The contractor must ensure that all its employees are trained on the health risks and hazards associated with COVID-19 and what precautionary measures they must follow for the protection of their health, including the proper use and maintenance of PPE. They are prepared and informed regarding updated rules, hygiene and behavioural practices, complete a "return to work interview" with their line manager and sign commitment to maintain social distancing.
- 24.18.3 The contractor shall ensure that every employee reporting for duty is screened to ascertain whether they have any observable symptoms associated with COVID-19 and require such employee to immediately inform the contractor if he/she experiences such symptoms
- 24.18.4 Non-essential physical work that requires close contact between workers should be avoided where it is possible to do so.
- 24.18.5 Where it is practicable, every employee must be issued with own tool for use for the duration of the shift. Tools and equipment in stores should be sanitised before issued and on return to the stores.
- 24.18.6 Washing hands facilities must be provided on site, and where it is not available, employees should be provided with hand sanitisers. Employees should be encouraged to regularly wash their hands.
- 24.18.7 Alcohol testing on site should be managed in such a way that no employee is exposed to the virus and contractors must promote personal hygiene. Breathalyzer equipped with disposable mouthpieces shall be used and shall be cleaned and/or disinfected after every use.
- 24.18.8 All non-essential visitors to site are not allowed, only suppliers are allowed. Suppliers must be advised in advance of the COVID-19 site screening tests and required COVID-19 PPE requirements for the site.
- 24.18.9 Where site meetings are held, only absolutely necessary meeting participants should attend. Social distancing should be maintained.
- 24.18.10 The contractor shall when transporting his employees to TFR premises comply with the regulations which outlines that 70% of the vehicle capacity can be utilised.
- 24.18.11 The contractor shall inform the TFR Contract Manager when any of its employees working on TFR premises has been diagnosed with COVID-19. The contractor shall investigate the cause and control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place.

## **25. Confidentiality**

- 25.1 The Contractor must, at all times, consider all data or information given to him or that is required in connection with the work of the Company, as confidential and not makes unauthorized use of it.

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- 25.2 He/she must ensure that such data or information is not given to any non-employee of the contractor without written consent of the TFR Contract Manager.
  
- 25.3 The Contractor shall be aware of the confidentiality of the mentioned information and is compelled to treat it accordingly.
  
- 25.4 The contractor must provide adequate physical protection for any confidential documents, etc, which were obtained from Transnet in connection with the contract work as well as any copies made thereof. If any documents or sketches are lost TFR must be notified immediately.

**ANNEXURE 1**

**CONTRACTOR MONTHLY SHE REPORT**

<b>For Month/Year</b>		<b>Name of Contractor</b>	
<b>Name of Project</b>			
<b>Contract Number</b>	<b>Date of Commencement</b>	<b>Date of Completion</b>	
<b>Number of employees</b>	<b>Man-hours worked this Month</b>	<b>Cumulative (Contract duration man-hours)</b>	<b>Man-hours Since last Lost Time Incident (LTI)</b>
			<b>DIFR</b>

**1. Details of SHE Incidents**

<b>Incident</b>	<b>This Month</b>	<b>Cumulative (Contract duration)</b>	<b>Short description of major/significant incidents and preventative action taken</b>
<b>Number of fatalities</b>			
<b>Number of disabling incidents</b>			
<b>Number of Medical Treatment Cases</b>			
<b>Number of first aid Cases</b>			
<b>Number of near miss incidents</b>			
<b>Motor vehicle incidents</b>			
<b>Number of environmental incidents</b>			
<b>Positive substance abuse incidents</b>			
<b>Substandard Act/ Conditions observed</b>			
<b>Legal violations observed</b>			

**2. Details of SHE Meetings**

<b>Date</b>	<b>No of participants</b>	<b>Major SHE Concerns</b>	<b>Action taken</b>

**3. Details of Audits/Inspections**

Date	Area / Facility	Findings/Recommendations	Action taken

**5. Details of any SHE Promotional activities for the month**

Date	Activity	Remarks

**6. Safety Communication**

Month	Number of Safety talks held	Remarks

Attach separate sheets for further or other details

.....  
 Name of Contractor Representative

.....  
 Signature

.....  
 Date

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## **T2.2-3c Letter/s of Good Standing with the Workmen's Compensation Fund**

Attached to this schedule is the Letter/s of Good Standing.

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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## **T2.2-4: Returnable: Enterprise Risk and Business Continuity Management Requirements (Due Diligence)**

Tenderers to identify and evaluate the potential risk elements associated with the Works/ Services etc. and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tendered are to be submitted.

If no risks are identified "No Risk" must be stated on this schedule.

Tenders are also to evaluate any risk/s stated by the Employer in Contract Data Part C1 and provided possible mitigation thereof.

Tenderers to demonstrate their understand of for potential Business Continuity threats, through a relevant Business Impact Analysis process and measures to be implemented to recover associated Works/ Services within pre-defined recovery times, to ensure Business Continuity.

### **Attached submissions:**

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Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.



## The Due Diligence of the Tenderer's Risk Elements will be as follows:

1. Due Diligence Elements: Risk Management and Business Continuity Management	
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Tender Description: <b>FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT HIGH PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE</b>	
1.1. Business Impact Analysis	Due Diligence
<p><b>1.1.1. Identification of critical processes within the project / service:</b>            Demonstrate that the critical activities and/ or processes are identified. These are activities and/ or processes if disrupted prevent project completion / service delivery.</p> <p><b>1.1.2. Recovery Time Objective (RTO) in case of any interruption that may arise:</b> Detail for each of the above critical activities and/ or processes what is the determined acceptable recovery time objective for re-instatement of the activity/ process (consider all applicable SLA or regulatory requirements).</p> <p><b>1.1.3. Recovery Strategy:</b> How will the service provider/ supplier recover - Detail the step-by-step process as to how the critical activities and/ or processes will be recovered? In which order? Whom is to undertake the recovery etc.</p> <p><b>1.1.4. Operational dependencies:</b> Note all internal and external dependencies for the recovery of the listed critical activities and/ or processes e.g.: Operational equipment, telephones etc. needed to ensure continuity.</p> <p><b>1.1.5. Alternative supply of equipment and/ or supply of extra staff:</b>            Provide adequate information on how alternate equipment or additional experienced staff will be secured if a BCM incident negatively impacting these resources as originally allocated for completion of a project/ delivery of a service.</p> <p><b>1.1.6. Battle Box:</b> Provide details on whether a battle box is established and what its entails/ contains. This may be either a physical collection or an electronic repository of recovery plans, other necessary documentation, templates, memo's, letter heads etc. required for re-instatement of business-critical systems. In some instance this can also include off-site stores of certain equipment or electronic devices etc.</p>	<p>The 6 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p>
1.2. Business Continuity Plan	Due Diligence
<p>Business Continuity Plan or related annexures to the plan must contain:</p> <p><b>1.2.1. Emergency operating procedure:</b> Must detail the steps to be followed following a emergency situation/ incident for the site / location of impact.</p> <p><b>1.2.2. Business Continuity Invocation Action:</b> Once the incident is under control and its impact determined and assessed, this details the when, the how and by whom the BCP will be invoked.</p> <p><b>1.2.3. Project Recovery Resources:</b> Identify and list the recovery resources. These maybe additional resources or re-arrangement of existing resources as required to support the recovery of critical activities and/ or processes as detailed in the BCP, within the RTO.</p>	<p>The 5 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due</p>





<p><b>1.2.4. Business/ Supplier Contact List:</b> Demonstrate that these have been identified and means to easily contact them is in place.</p> <p><b>1.2.5. Emergency Contacts:</b> inclusive as per item 1 to initially deal with the incident (emergency services etc), then thereafter must also include the BCM recovery team members, names and contact details.</p>	<p>diligence report provided.</p>
<p><b>1.3. Risk Management Plan - Project/ Operational Risks be based on the scope of works / services etc.</b></p>	<p><b>Due Diligence</b></p>
<p>The Risk Management Plan based on the scope of works, must contain the following:</p> <p><b>1.3.1. Identification of Risks of Project / Service Interruption during the project:</b> A risk register that contains the identified risks of service interruption and / or non-delivery of services etc. during the project. Demonstrate an understanding of the internal and external threats to effective service delivery within scope and to quality.</p> <p><b>1.3.2. Risk Analysis Methodology:</b> Demonstrate for risk identified, the causes, risk consequence/ impact and risk likelihood/ probability rating and how the risk rating is calculated. The methodology may also provide a view on the effectiveness of controls and the residual risk after application of controls.</p> <p><b>1.3.3. Ranking of the Risks:</b> Once the risk register is completed a risk heat map and listing of the risks by name/ risk description from highest to lowest ranked risk be provided.</p> <p><b>1.3.4. Mitigation of the identified risks:</b> Provided in the risk register for each assessed risk the controls in place to manage the risk along with additional risk tasks to further mitigate the risk.</p> <p><b>1.3.5. Responsible person:</b> Ensure the risks have assigned risk owners, assigned control owners for the checking on controls and any other person assigned a risk action to complete under the risk register.</p>	<p>The 5 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p>

**T2.2-5: Environmental Management Plan [Assessment Schedule]**

The tenderer must provide an environmental management plan describing:-

- Key environmental impacts and aspects associated with the proposed project.
- Possible mitigation measures associated with identified impacts and aspects.
- Key roles and responsibilities for both the Tender’s project team and Transnet with regards to the project.
- Monitoring techniques and reporting of both accidents and incidents.
- Details of induction and other forms of training (if any).

The following documents are key -

1.0 Transnet SOC Limited – Integrated Management Systems (IMS) Policy,

1.1 By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statement and environmental commitments therein.

1.2 Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular Transnet Freight Rail IMS policy statement and environmental commitments therein.

**Attached submissions to this schedule:**

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-6: Changes to Tender Document

**Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.**

**Do not return this schedule if no alternative tender is submitted.**

The Conditions of Tender state that the tenderer may:

- C.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

Document No.	Subject of the proposed change	Propose to change to:

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

## T2.2-7: Affected Property Establishment Requirements

Total Site Establishment Cost will include the accommodation consist configuration detailing the quantity of wagons and wagon type required indicating what the various wagons will be utilised for e.g., sleeping quarters, ablution facility, etc. plant and equipment to execute the work. Tenderers are to submit the follow Establishment cost breakdown.

Items	Tendered Rate
Accommodation consist configuration	
Plant and Equipment	

Number	Wagon usage	Number	Wagon usage
1		21	
2		22	
3		23	
4		24	
5		25	
6		26	
7		27	
8		28	
9		29	
1		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	
18		38	
19		39	
20		40	

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

## T2.2-8: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### A. Certificate for Company

I, \_\_\_\_\_ chairperson of the board of directors \_\_\_\_\_  
 \_\_\_\_\_, hereby confirm that by resolution of the board taken on \_\_\_\_\_  
 \_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_  
 \_\_\_\_\_, was authorised to sign all documents in connection with this tender  
 offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_  
 \_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_ acting in the  
 capacity of \_\_\_\_\_, to sign all documents in connection with the tender  
 offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**NOTE:** This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

\_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_

\_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

**D. Certificate for Sole Proprietor**

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the business  
 trading as \_\_\_\_\_.

Signed

Date

Name

Position

Sole Proprietor



## T2.2-9: Record of Addenda to Tender Documents

This schedule as submitted confirms 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 specific tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## T2.2-10: Storage Capacity

### Note to tenderers:

The Tenderer is required to demonstrate to the Purchaser that he has sufficient current and/or future storage capacity to accommodate Transnet Limited's requirements as detailed in the Pricing Data and Goods Information, (Proof of Ownership or Rental/Lease Agreement of premises)

**Index of documentation attached to this schedule:**

.....

.....

.....

.....

.....

.....

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



## T2.2-12: Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member 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: CSD number:** \_\_\_\_\_

**Section 5: 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 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

The undersigned, who warrants that he / she is duly authorised 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
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position
Enterprise name	

**PREFERENCE POINTS CLAIM FORM**

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.2 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
	<b>2</b>
B-BBEE Level of contributor (1 or 2)	<b>2</b>
Entities that are at least 51% black owned	<b>3</b>
Creation of new jobs and labour intensification	<b>3</b>
The promotion of Supplier Development through Sub-contracting 30% of the value of the contract to South African entities which are:	
<ul style="list-style-type: none"> <li>• 30% black woman owned entities</li> <li>• 51% black youth owned</li> <li>• 51% black people living with disabilities</li> </ul>	
Non-Compliant and/or B-BBEE Level 3-8 contributors	<b>0</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>



TRANSNET FREIGHT RAIL  
 ENQUIRY: SIC23043CIDB (HOAC-VAR-45786)  
 DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT HIGH  
 PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE

- 1.4 Failure on the part of a bidder to submit proof of evidence required for any of the specific goalstogether with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

**90/10**

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

### 3.2

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	2
Entities that are at least 51% black owned	2
Creation of new jobs and labour intensification	3
The promotion of Supplier Development through Sub-contracting 30% of the value of the contract to South African entities which are: <ul style="list-style-type: none"> <li>• 30% black woman owned entities</li> <li>• 51% black youth owned</li> <li>• 51% black people living with disabilities</li> </ul>	3
Non-Compliant and/or B-BBEE Level 3-8 contributors	0



#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Entities that are at least 51% black owned	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Creation of new jobs and labour intensification	T2.2-21: Job Creation Schedule Returnable documents
The promotion of Supplier Development through Sub-contracting 30% of the value of the contract to South African entities which are: <ul style="list-style-type: none"> <li>• 30% black woman owned entities</li> <li>• 51% black youth owned</li> </ul> 51% black people living with disabilities	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
EME	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.



TRANSNET FREIGHT RAIL  
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- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1**

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 points)  
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

- 7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------



**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional /Service provider
- Other Service providers, e.g. transporter, etc.

[ TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that

- person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:.....</p> <p>ADDRESS</p> <p>.....</p>
--

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:  
 .....  
 .....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
  
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

## T2.2-13: Supplier Code of Conduct

Transnet SOC Limited 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:

- The 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)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise 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.

#### ***1. Transnet SOC Limited 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 ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - 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-offs Anonymous" Hot line to report these acts. (0800 003 056).

**2. *Transnet SOC Limited is firmly committed to the ideas of 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 with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

**3. *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 is 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.



**Conflicts 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 SOC Limited.

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, \_\_\_\_\_ of \_\_\_\_\_  
*(insert name of Director or as per Authority Resolution from Board of Directors)*      *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_

Signature

## T2.2-14: Unilateral Non-Disclosure Agreement

**Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:**

**THIS AGREEMENT** is made effective as of ..... day of ..... 20..... by and between:

**TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

**and**

.....  
 (Registration No. ....), a private company incorporated and existing under the laws of South Africa having its principal place of business 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 Tender Document.

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet’s Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that



- party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 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
  - 1.3.2 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
  - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
  - 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
  - 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
  - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is

confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

### **4. ANNOUNCEMENTS**

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



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

## 5. DURATION

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

## 6. PRINCIPAL

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

## 7. ADEQUACY OF DAMAGES

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

## 8. PRIVACY AND DATA PROTECTION

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

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

## 9. GENERAL

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

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

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise

unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	Date
.....	.....
Name	Position
.....	.....
Tenderer	
.....	

## T2.2-15: Supplier declaration form

Respondents are to furnish the following documentation and complete the Supplier Declaration Form below:

1. **Original or certified** 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. Original or certified letterhead confirm physical and postal addresses
6. **Original or certified** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. A signed letter from your entity's auditor or accountant confirming most recent annual turnover figures or certified BBBEE certificate
9. **Certified copy** of valid Company Registration Certificate [*if applicable*]

Note: No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.

Note: No agreement shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						
Bank Name				Bank Account Number		
Postal Address						Code
Physical Address						Code
Contact Person						
Designation						
Telephone						
Email						

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Annual Turnover Range (Last Financial Year)	< R5 Million	R5-35 million	> R35 million
Does Your Company Provide	Products	Services	Both
Area Of Delivery	National	Provincial	Local
Is Your Company A Public Or Private Entity	Public	Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes	No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)			
BEE Ownership Details			
% Black Ownership	% Black women ownership	% Disabled person/s ownership	
Does your company have a BEE certificate	Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)			
How many personnel does the firm employ	Permanent	Part time	
Transnet Contact Person			
Contact number			
Transnet operating division			

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	



## T2.2-16: RFP declaration form

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

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 may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]*

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 company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The

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Ombudsman process must first be exhausted before judicial review of a decision is sought.  
 (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award 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.
8. We have acquainted ourselves and agree with the content of T2.2-39 "Service Provider Integrity Pact".

For and on behalf of ..... duly authorised thereto
Name:
Signature:
Date:

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer 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](http://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](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers 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 tenderer on its List of Excluded Bidders.

## T2.2-17: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

---

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;

- d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender;  
or
  - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

SIGNATURE OF TENDERER

## **T2.2-18: Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with, and agree with the content.**

**The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.**

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")



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## **PREAMBLE**

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers / Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer / Service Provider hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's / Service Provider's / Contractor's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers / Service Providers / Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

## **OBJECTIVES**

Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## **COMMITMENTS OF TRANSNET**

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.

Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.

Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

## **OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:

- a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

The acceptance and giving of gifts may be permitted provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals



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and business details, including information contained or transmitted electronically.

A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.

The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **INDEPENDENT TENDERING**

For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the

Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the





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public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

**Disqualification from Tendering Process**

If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.

If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer / Service Provider / Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Service Provider / Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

If the Tenderer / Service Provider / Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

### **TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;



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- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

### **PREVIOUS TRANSGRESSIONS**

The Tenderer / Service Provider /Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.

If it is found to be that the Tenderer / Service Provider /Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

### **SANCTIONS FOR VIOLATIONS**

Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer / Service Provider / Contractor. However, the proceedings with the other Tenderer / Service Provider / Contractor may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer / Service Provider / Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer / Service Provider / Contractor, in order to recover the payments, already made by Transnet, along with interest;



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- e) Cancel all or any other contracts with the Tenderer / Service Provider; and
- f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

## CONFLICTS OF INTEREST

A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

The Tenderer / Service Provider / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer / Service Provider / Contractor.

## MONITORING

Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

## EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic date of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested

information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## DISPUTE RESOLUTION

Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 0 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## GENERAL

This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall a Tenderer by it. To the best of the Parties' knowledge and belief, the information

## T2.2-19: Request for Proposal – Breach of law

NAME OF COMPANY: \_\_\_\_\_

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 Tenderer 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 Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDER

## T.2-20: JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

**Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Service Manager* in terms of the Conditions of Contract.**

**Please also note the applicable Z clauses in Contract Data by *Employer*.**

- (a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

- (b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

- (c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

- (d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

<b>Year 1</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>
Total number of new jobs			
Number of new jobs for Black men			
Number of new jobs for black women			
Number of new jobs for black youth			
Number of new jobs for black people living in rural or underdeveloped areas or townships			
Number of new jobs for black People with Disabilities			
Number of new jobs for other categories			
Number of new skilled jobs			
Number of new semi-skilled jobs			
Number of new unskilled jobs			

<b>Year 2</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>
Total number of new jobs			
Number of new jobs for Black men			
Number of new jobs for black women			
Number of new jobs for black youth			
Number of new jobs for black people living in rural or underdeveloped areas or townships			
Number of new jobs for black People with Disabilities			
Number of new jobs for other categories			
Number of new skilled jobs			
Number of new semi-skilled jobs			
Number of new unskilled jobs			



## T2.2-21: Confirmation of machine/s ownership

The tenderer must submit the following letters together with the tender submission:

- Proof of Ownership – The bidder must submit a letter confirming that they own the machine. The letter should be signed by the bidder. The bidder shall be given 14 days to deliver the machine for works in this regard.
- If the bidder is to lease the machine from the owner of the machine, the bidder must submit the leasing agreement that is signed by both the Lessor and the Lessee. The Letter must reference the Bid number. The bidder shall be given 14 days to deliver the machine for works in this regard.

The letters should be signed and stamped, and the information must be provided on the client’s letter head with their client’s company stamp.

Equipment Description	Number of Equipment	Name of OEM

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



## **T2.2-22: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.



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- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

**The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:**

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<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

**3. SOLE AGREEMENT**

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_ (Name of company)

(Operator)

Authorised signatory for and on behalf of .....(Name of company) who warrants that he/she is duly authorised to sign this Agreement.

**AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-23: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Contractor* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 83.2 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

Signed

Date

.....

.....

Name

Position

.....

.....

Tenderer

.....

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## T2.2-24: Three (3) years audited financial statements

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

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## T2.2-25: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor  
(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

### Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

# C1.1 Form of Offer & Acceptance

## Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT HIGH PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

**The *currency of this contract* is the South African Rand.**

The offered total of the Prices exclusive of VAT is	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Date

Name & signature of witness

Tenderer's CIDB registration number: \_\_\_\_\_

**Acceptance**

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1                    Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2                    Pricing Data
- Part C3                    Scope of Work: Service Information
- Part C4                    Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s) .....

Capacity .....

**for the Employer**                    Transnet SOC Ltd

Name & signature of witness                    *(Insert name and address of organisation)*

Date .....

.....



**Schedule of Deviations**

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

	<b>For the tenderer:</b>	<b>For the Employer</b>
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	.....	.....
Date	.....	.....

# C1.2 Contract Data

## Part one - Data provided by the *Employer*

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<p><b>A: Priced contract with price list</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X1: Price adjustment for inflation</b></p> <p><b>X2: Changes in the law</b></p> <p><b>X13: Performance Bond</b></p> <p><b>X17: Low service damages</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>X19: Task Order</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>15 Girton Road Inyanda House 2 Parktown 2193</b>
	Tel No.	<b>(011) 544 9346</b>
10.1	The <i>Service Manager</i> is (name):	<b>Mr Ian Mncube</b>
	Address	<b>Inyanda House 1, 21 Wellington Road</b>

Tel (011) 544 9346

e-mail [Ian.mncube@transnet.net](mailto:Ian.mncube@transnet.net)

11.2(2)	The Affected Property is	<b>In respect of each Task Order, the identified portion of the South African Freight Rail Network</b>
11.2(13)	The <i>service</i> is	<b>Maintenance of Railway Track with on-Track Sleeper Replacement High Production Machine Countrywide</b>
11.2(14)	The following matters will be included in the Risk Register	<p>(a) Cancellation of track occupations at short notice.</p> <p>(b) The shortage of pilots to move machines between depots.</p> <p>(c) Work on railway track near live OHTE electrical equipment holds a danger of electrocution for workers.</p> <p>(d) Working on a railway lines adjacent to lines on which rail traffic continue to run holds the risk of injury or death to workers.</p> <p>(e) Dry vegetation at or near most worksites is a fire hazard.</p>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the conditions of contract.</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>15 May 2024</b>
30.1	The <i>service period</i> is	<b>24 (Twenty-Four) months</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>

51.2	The period within which payments are made is	<b>Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>

## 6 Compensation events

60.1(15)	A weather measurement is	<b>determined by a suitable weather station most conveniently located in the Affected area</b>
60.1(15)	The <i>weather data</i> is	<b>the weather data issued with the Task Order or within [5 days] thereof, covering the area in which the Affected Property is situated, or if not so issued the national weather data available from the South African Weather Services</b>

<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
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## 8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	<b>None</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000	

83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The total of the prices.</b>
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The total of the prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The total of the prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the conditions of contract.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>4 (Four) weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>
	The person or organisation who will choose an arbitrator	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
<b>12</b>	<b>Data for secondary Option clauses</b>	

<b>X1</b>	<b>Price adjustment for inflation</b>		
X1.1	The <i>base date</i> for indices is	<b>March 2024</b>	
	The proportions used to calculate the Price Adjustment Factor are:	<b>Proportion linked to index for</b>	<b>Index prepared by</b>
		<b>0.35</b>	<b>Labour (People)</b> The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.
		<b>0.40</b>	<b>Plant (Equipment)</b> The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		<b>0.13</b>	<b>Material (Civil)</b> The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		<b>0.12</b>	<b>Fuel</b> The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.
		<b>1.00</b>	
		<b>0.15</b>	<b>Non-adjustable</b>
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>	
<b>X13</b>	<b>Performance bond</b>		
X13.1	The amount of the performance bond is	<b>5% (five percent) of the total of the Prices as determined in the Pricing data.</b>	

**X17 Low service damages**

X17.1 The *service level table* is in

Performance level	% Achieved of performance (Availability of the machine X Productivity of the machine) for each task	Low service damages for each task order
Rate of production X Availability	99-100% performance achieved	R0 (nil)
	95 - 98% performance achieved	2,5% of the Price for Services Provided in terms of the Task Order (Total Value on the Payment Certificate)
	90 – 94% performance achieved	5% of the Price for Services Provided in terms of the Task Order (Total Value on the Payment Certificate)
	88-89% performance achieved	7,5% of the Price for Services Provided in terms of the Task Order (Total Value on the Payment Certificate)
	86-87% performance achieved	10% of the Price for Services Provided in terms of the Task Order (Total Value on the Payment Certificate)
	84-85% performance achieved	12,5% of the Price for Services Provided to Date in terms of the Task Order (Total Value on the Payment Certificate)
	<84% performance achieved	15% of the Price for Services Provided in terms of the Task Order (Total Value on the Payment Certificate)

**X18 Limitation of liability**

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to **In respect of each Task Order 10% of the total of the Prices for the Task Order or R1,000,000.00 (One million Rand), whichever is the higher amount.**

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to **The deductible in terms of the *Employer's* arranged insurance.**

X18.3 The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to **In respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.**

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>In respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.</b>
		<ul style="list-style-type: none"> <li>• <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></li> <li>• <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></li> <li>• <b>Defects due to his design, plan and specification,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Affected Property,</b></li> <li>• <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> <li>• <b>infringement of an intellectual property right.</b></li> </ul>
X18.5	The <i>end of liability date</i> is	<b>6 (Six) months after the completion of the <i>services</i> at a specific Affected Property or the completion of a Task Order (whichever is applicable).</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 (five) days of receiving the Task Order.</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	
<b>Z1</b>	<b>Obligations in respect of Termination</b>	
Z1.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> </ul> <p>repudiated this Contract (R23)</p>
Z1.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."



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**Z2 Right Reserved by Transnet to Conduct Vetting through SSA**

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- Z2.1 Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:
1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
  2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
  3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
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**Z3 Additional clause relating to Collusion in the Construction Industry**

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- Z3.1 The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
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**Z4 Protection of Personal Information Act**

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- Z4.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
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## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

The tendering *contractor* is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</b>	
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>C2.2</b>
11.2(19)	The tendered total of the Prices is	R _____ <b>excl. vat</b>

## C1.3 Forms of Securities

### Pro forma Performance Guarantee

For use with the NEC3 Term Service Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Service Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

## Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd  
C/o Transnet Freight Rail  
Transnet Corporate Centre  
138 Eloff Street  
Braamfontein  
Johannesburg  
2000

Date:

Dear Sirs,

### Performance Bond for Contract No. ....

With reference to the above numbered contract made or to be made between

**Transnet SOC Limited, Registration No. 1990/000900/30** (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

{Insert details of the *service* from the Contract Data} (the *service*).

I/We the undersigned

on behalf of the  
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Service Manager*, *service* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the service period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of



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**REPLACEMENT HIGH PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE**

- the date that the Guarantor receives a notice from the *Service Manager* stating that the Completion Certificate for the whole of the *service* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Service Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Service Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Service Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) \_\_\_\_\_
- R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

Signature(s)	_____
Name(s) (printed)	_____
Position in Guarantor company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____

## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions	2 - 8
C2.2	Price Lists	9-12



## C2.1 Pricing assumptions: Option A

### 1. GENERAL

#### 1.1 How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and 11 defined terms 11.2 (12) The Price List is the price list unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price List which the Contractor has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

Clause 50 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Assessing the amount due 50.2 The amount due is

- the Prices for the Services Provided to Date,
- plus, other amounts to be paid to the Contractor,
- less amounts to be paid by or retained from the Contractor.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as estimated quantities of service multiplied by a rate or a mix of both.

#### 1.2 Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Service in accordance with the Service Information". Hence the Contractor does not provide the Service in accordance with the Price List. The Price List is only a pricing document.

#### 1.3 Preparing the price list

Before preparing the price list, both the Employer and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the price list either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively, the Employer, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the Contractor to include in the price list to be prepared and priced by him.

It is assumed that in preparing or finalising the price list the Contractor:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A.
- Understands the function of the Price List and how work is priced and paid for.
- Is aware of the need to link priced rates with parameters for the volume of work involved in Providing the Service as contemplated in *price list* contained in section C2.2.
- Has listed and priced items in the price list which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an Employer's risk. This should also include all liabilities and obligations set forth or implied in the Contract data, as well as any profit.

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- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items to fulfil the obligation to complete the service for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the Contractor estimated at time of tender. The only basis for a change to the (lump sum) Prices is because of a compensation event.

**2. FORMAT OF THE PRICE LIST**

Entries in the first four columns in the price list in section C2.2 are made either by the Employer or the tendering contractor.

If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Estimated Quantity and Rate columns being left blank.

The pricing table contained in section C2.2 contemplates.

- (i) establishment fee paid monthly and
- (ii) volume based pricing with applicable rates based on actual volumes of work provided to the Contractor

The tendering contractor is required in the first row to provide its proposed monthly rate for establishment.

The remaining portion of the total of the Prices is determined through volume-based pricing, whereby the amounts finally due to the Contractor in each year within the *service period* are determined annually by applying the applicable rate to the actual volume of Works issued to the Contractor subject to the terms of the contract. In the interim period (prior to the annual assessment) the Contractor is paid an Interim Average Work Rate (as further described in paragraph 4.6 below), and the amount paid is reconciled after the annual assessment.

In this regard the tendering contractor is required to propose the relevant rates for the defined parameters of works for items 2.1 to 2.4 of the Price List (as further described in paragraphs 4.2 to 4.5 below), from which an Interim Average Working Rate is determined by applying the price weighting percentage indicator stipulated by the Employer in the Price List.

**3. GENERAL PRICING ASSUMPTIONS**

- 3.1 The agreement is based on the NEC Term Service Contract.
- 3.2 It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 3.3 The Price List is not intended for the ordering of materials. Any ordering of materials, based on the Price List, is at the Contractor's risk.
- 3.4 The prices should cover the cost (as explained in par 1.3 above) for the work as described. The quantities set out in these Price Lists are estimates and do not necessarily represent the actual amount of work to be done per quantity item. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price Lists (refer to par 1.1 above).
- 3.5 The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Service Information.
- 3.6 For each item in the Price List, the *Contractor* shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material).
- 3.7 The total in the Price List shall be exclusive of VAT and shall be transferred to form C1.1 (Form of Offer and Acceptance).



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This part C2 of the specification as well as any reference in part **C3** will apply to determine conditions under which payments for this contract are to be made.

This section must be read together with the Additional Definitions and Interpretation Provisions contained in the Z- Clauses contained in **Contract Data provided by the Employer (C1.2 TSC3 Contract Data)** and in particular **Clause ZD6** providing for the annual assessment of the amount due to the Contractor for Providing the Services.

Payment will be made, for the Ballast Screening package, in accordance with the rates tendered in the schedule of prices. The following information shall be recorded continually for the screener package:

- (a) For all machines: Screener, tampers, stabiliser and regulator etc: Tw, Tww, Twr, Ttr, To, Tb, Tx and Ts, Tt, Tp and Tm and total metres screened for each day and totals for the month.
- (b) Availability of the screeners, tampers and other machines:  $A = \frac{(T_o - T_b)}{T_o}$
- (c) Productivity: P =  $\frac{\text{actual rate}}{\text{tendered rate}}$
- (d) Utilisation: U =  $\frac{T_w}{T_o}$
- (e) Actual meter screened in each and every category separately.
- (f) Only work that was required and accepted will be included for payment

The basis of payment of this contract is the final linear kilometre regulated or profiled.

**Part A: SLEEPER REPLACEMENT MACHINE****4.1 ITEM 1.1: Establishment Payment**

The purpose of the establishment payment is for the establishment of mobile accommodation facilities to cater for all operation and support staff undertaking the service. Establishment for plant and machinery will be catered under this item. An establishment payment will be made after the contractor has fully established in each depot and will be included on the payment certificate that will be discussed on the payment meeting. Contractor to specify and log items established on site in the site diary.

**4.2 ITEM 1.2: Moving of Sleeper Train Station**

Payment will be made for the move of the whole sleeper replacement process as one unit per kilometre for the track route kilometre distance from the old STS to the new STS. No payment will be made unless the Contractor's camp is moved. The distance will be based as per Transnet Freight Rail's documented route kilometres.

This rate shall apply independent of the time that such a move from the one to the next STS may take.

The rate for moving of RTD shall apply to the first Site Establishment and shall not apply for De-establishment after the start of contract. The rate for RTD is inclusive of weekend, standing time, overtime and shift hours.

**4.3 ITEM 2.: Dunnage**

Supply and Installation of dunnage shall be paid for per metre of dunnage actually used to make up the shortfall of dunnage released from the unloading of sleepers.

This payment shall not be made without prior written agreement having been obtained from the Technical Officer.

The Contractor shall exercise all reasonable care to recover and retain as much as possible of released dunnage for re-use. The Contractor shall specifically guard against pilferage of released dunnage.

This rate shall be all-inclusive for the supply to site, handling, cutting and installation of dunnage

#### **4.4 ITEM 3.1: Replacement of Normal Sleepers**

Payment per sleeper inserted shall be made under item 3.1. for each sleeper replaced, complete with all associated work (regulated and final tamped). A minimum production rate as per the scope of works shall apply. Please note that X17 (Low service damages) will be factored to this item

#### **4.5 ITEM 3.2: Replacement of Derailment Sleepers**

Payment per derailment sleeper inserted shall be made under item 3.2. for each sleeper replaced, complete with all associated work (regulated and final tamped). A minimum production rate of 5 sleepers per minute shall apply. Please note that X17 (Low service damages) will be factored to this item. Rates shall apply independently from the type (i.e., LP, P2, F2, F4, PY, FY etc) of sleeper removed or inserted

#### **4.6 ITEM 3.3: Replacement of Tunnel Sleepers**

Payment per sleeper inserted at tunnels shall be made under item 3.3. for each sleeper replaced, complete with all associated work (regulated and final tamped). A minimum production rate of 5 sleepers per minute shall apply. Please note that X17 (Low service damages) will be factored to this item. Rates shall apply independently from the type (i.e., LP, P2, F2, F4, PY, FY etc) of sleeper removed or inserted

#### **4.7 ITEM 3.4: Replacement of Platform Sleepers**

Payment per sleeper inserted at Platforms shall be made under item 3.4. for each sleeper replaced, complete with all associated work (regulated and final tamped). A minimum production rate of 5 sleepers per minute shall apply. Please note that X17 (Low service damages) will be factored to this item. Rates shall apply independently from the type (i.e., LP, P2, F2, F4, PY, FY etc) of sleeper removed or inserted.

#### **4.8 ITEM 4.1>Loading and off- loading of sleepers at STS**

Payment shall be made per sleeper loaded or off-loaded at the RTD. This rate shall be independent of type of sleeper. Loading and off-loading shall be paid for as separate operations. The same rate shall apply for loading and off-loading.

If sleepers are loaded/off-loaded at the STS by the Contractor, the rate as per ITEM 4 may be used for payment.

**TRANSNET FREIGHT RAIL****CONTRACT: SIC23043CIDB / HOAC-VAR-45786****DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT HIGH PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE****4.9 ITEM 5.1, 5.2 and 5.3 (Overtime Payment)**

This item shall also be used for any required and approved day labour. (Refer applicable clause of Part C3/A for additional preparation work). The rates are to be for labour (including hand tools), supervision and transport for additional preparation work, approved by the *Project Manager*. All Overtime, Sunday time and shift time will normally apply for all machines used for the entire package when working and when in transit only (when moving from one depot to another, this will not apply when machine is not moving/standing waiting for crews. The Project Manager however may decide to utilise the sleeper replacement machine and tamper or regulator for different times of occupation, whereby time calculated may be different for parts of the package. This may occur whereby a sleeper replacement machine is required to return to staging and a tamper or regulator is required to remain in section to finalise later during the occupation or later between trains.

- (Normal Overtime and Saturday Overtime)

- a) Overtime payments will be made for occupation time during weekdays (Monday to Friday) more than the hours of maximum occupation time (TOM) of 8 (eight) hours per day.
- b) Overtime payment will also be made for work performed on a Saturday when more than the hours of maximum occupation time (TOM) OF 8 (eight) hours per day.

- (Sunday overtime)

Overtime payment will also be made for work performed on a Sunday when more than the hours of maximum occupation time (TOM) OF 8 (eight) hours per day.

**4.10 ITEM 6.1, 6.2, 6.3: Shift Allowance**

- A shift allowance payment will be made for work performed on a Saturday when working ten days out of every fourteen days.
- A shift allowance payment will be made for work performed on a Sunday or Paid Public Holiday when working ten days out of every fourteen days.
- A night shift allowance payment will be made when a 9-hour occupation or part thereof falls between 18h00 and 06h00, and will be paid in addition to any other shift or overtime payments

**4.11 ITEM 6.4: Double shift Allowance**

Double Shift Allowance will be paid in the event of a second 8.0-hour shift being required of the Contractor in one 24-hour day. The rate for Shift Allowance will be independent of what time of the day the second shift actual worked. The definition of a double shift for payment purposes shall be 8 hours. The rate for double shift shall therefore only apply for the first 8 hours of the shift. Beyond 8 hours only the overtime rate shall be applicable

**4.12 ITEM 7: Communication**

- Payment for provision of a cell phone inclusive of a Talk 500 talk-time package shall be made against ITEM 7.1. Payment shall be per month and shall be all-inclusive for providing the handset, battery charger, carrying case, Talk 500 package and comprehensive insurance costs.
- Payment for the provision for one set of 4 x two-way radios (four handsets) inclusive of all ancillary equipment shall be made against ITEM 7.2. Payment shall be per month and shall be all-inclusive for providing the handsets with antennas, battery chargers, carrying cases, and comprehensive insurance costs.

**Part B: Tamping Machine**

Payment for additional tamped sleepers will be made under 1.1. Payment will be based on the tendered rates supplied by the contractor

### **Part C: Regulator Machine**

Payment for additional regulated sleeper will be made under 1.1. Payment will be based on the tendered rates supplied by the contractor.

### **Part D: Shutdown Preparation**

It may be expected of the contractor to participate in shutdown type scenarios which could range from partial shutdown to total shutdown of a specific section of line, e.g., Natcor, Ore line, Coal line, Eastern Mainline etc.

- Normal operations for this purpose will be considered as situations where the workload and site conditions are such that when the machine would move to such a site then typically one day preparation with the normal crew complement will suffice for the machine to be able to proceed with sleeper replacement as well as one day finalization with the normal crew complement before moving the process to the next work site. Normal operations will typically involve a single shift per 24-hour period where the machine is daily cut into track at the start of the shift and cut out of track at the end of the shift and will be representative of the majority of all work expected from the contractor under the contract.
- During partial or total shutdowns, a high volume of work is to be performed within a relative short period of time. It will often require the machine to sleep in track overnight and can involve multiple shifts per 24-hour period for up to 10 consecutive days at a time. Such scenarios could result in situations occurring that require additional resources to be deployed and expenses incurred which might not have been reasonably foreseeable at tender stage. Provided that it could be clearly shown that additional resources over and above what would be necessary for normal operations will be required, no additional payment will be allowed.
- Provided that prior written agreement is established between the Project Manager and the contractor, payment for additional resources and expenses required for such higher intensity work, will be paid against the relevant rates under ITEM 1.
- Ballast forks will only be replaced 4 times annually.

### **ITEM 8: Standby December Holidays**

- Payment shall be for the full team under ITEM 8.1. Provided that prior written agreement is established between the Project Manager and the Contractor.

## C2.2 the price list

SIC23043CIDB

**Machine Category:**

Sleeper Replacement Machine Service – General Freight Business and Heavy Haul Business

**No of Work Packages: 1 x High Production (At least 8-10 Sleepers per minute)**

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
<b>PART A: SLEEPER REPLACEMENT MACHINE</b>					
1.1	Establishment	20	Depot		
1.2	Moving RTD.	24000	Route km		
2	<b>Dunnage</b>				
2	Supply dunnage.	Rate only	Metre		
3	<b>Relaying of sleepers (All types)</b>				
3.1	Replacement of normal sleepers. (Finalised)	110000	Sleeper		
3.2	Replacement of derailment sleepers. (Finalised)	30000	Sleeper		
3.3	Replacement of sleepers in tunnels. (Finalised)	8825	Sleeper		
3.4	Replacement of sleepers in platforms. (Finalised)	8825	Sleeper		
4	<b>Load/Off load sleepers at RTD</b>				
4.1	Load/Off load sleepers with Logger.	4957	Sleeper		
5	<b>Operational Overtime</b>				
5.1	Normal Overtime.	1280	Operational		



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			hour		
5.2	Saturday time.	352	Operational hour		
5.3	Sunday time and PPH.	352	Operational hour		
<b>6</b>	<b>Shift allowance</b>				
6.1	Normal shift (Saturday).	128	Shift		
6.2	Normal shift (Sunday and PPH).	128	Shift		
6.3	Night shift (18h00 - 06h00).	1280	Operational hour		
6.4	Double shift.	81	Shift		
<b>7</b>	<b>Communication</b>				
7.1	Cell phone (Talk time above Talk 500 per month).	22	Sum		
7.2	Set of 4 radios.	22	Month		
<b>SUBTOTAL A</b>					
1.1	Additional sleepers tamped. (Provisional).	Rate only	Sleeper		
<b>2</b>	<b>Overtime</b>				
2.1	Normal Overtime	50	Operational hour		
2.2	Saturday Overtime	50	Operational hour		
2.3	Sunday Overtime	50	Operational hour		
<b>SUBTOTAL B</b>					



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1	<b>Regulator</b>				
1.1	Additional sleepers regulated. (Provisional)	Rate only	Sleeper		
2	<b>Overtime</b>				
2.1	Normal overtime	50	Operational hour		
2.2	Saturday overtime	50	Operational hour		
2.3	Sunday overtime	25	Operational hour		
<b>SUBTOTAL C</b>					
1	<b>Extra ordinary preparation for Shutdown</b>				
1.1	Infra worker	9600	Man - day		
1.2	Track master incl. transport	40	Man - day		
1.3	Accommodation and meals	50	Man - day		
1.4	7-ton truck (incl. 250 km)	80	Day		
1.5	7-ton truck (km's > 250km per day)	50	Km		
1.6	Ballast forks to replace broken one's	440	Each		
1.7	PPE - complete outfit per infra worker	110	Infra worker		
<b>SUBTOTAL D</b>					

THE TOTAL OF THE PRICES (A+B+C+D)

## ***Part C 3.1***

### ***Service Information by the Employer***

#### ***Maintenance of Railway Track with Sleeper Replacement Machine: Countrywide for a Period of 24 Months***



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## 1. DEFINITIONS

The following definitions shall apply in addition to those of any specifications attached.

- 1.1 **Free- on- rail:** Free on rail implies allowing the *Contractor* to move an On Track machine from one track destination to another with no track usage cost levied on the *Contractor*. The *Employer* provides the right of passage and the pilot required, without cost and at times whereby such a passage and pilot can be made available by the *Employer*. Free-on-rail passage will normally be allowed for at the start of a contract to deliver a machine to the starting place of work and at the end of the contract to return a machine to the *Contractors* depot if required by the *Contractor*. Free-on-Rail movement of a machine during a contract for major workshop repairs required of a machine may only occur if specifically agreed to by the *Service Manager*. Such a move shall then occur during the *Contractors* time.
- 1.2 **E7/1:** Specification for General Work and Works On, Over, Under, Or Adjacent to Railway Lines and Near High Voltage Equipment
- 1.3 **OEM** refers to the Original Equipment Manufacturer of the Machinery
- 1.4 **Sleeper Replacement Machine (SRM):** Also referred to as the Machinery: All on-track machinery provided by the *Contractor* for executing the Work, i.e. the entire on-track machine package, complete with all fittings, accessories and all ancillary equipment, as may be required to comply with the Contract specifications.
- 1.5 **Sleeper Replacement Train:** The consist of all on-track plant items used in association with the sleeper replacement operation, including loaded or unloaded sleeper wagons.
- 1.6 **Replacement Train Depot (RTD):** The area wherein certain tracks have been set aside and/or permanent way material has been or shall be stacked for use with the sleeper replacement train and/or the sleeper replacement operation.
- 1.7 **Service Manager.** The person or juristic person appointed by the *Employer* from time to time to administer the contract according to the NEC3 Term Services Contract (TSC3) and in terms of this contract.
- 1.8 **Supervisor.** Any person appointed by the *Employer* to to administer the performance and quality of the works according to the NEC3 Term Services Contract (TSC3) and in terms of this contract.
- 1.9 **Normal Working Hours (NWH).** A continuous shift of 8 hours out of every 24 hours for 5 consecutive days out of every 7 days or for 10 consecutive days out of every 14 days. The Supervisor will determine the starting times, which may vary to suit seasonal changes or train time tables.
- 1.10 **Maximum Occupation Time (TOM)** means the total occupation time granted by the *Employer* to the *Contractor* to execute the *services* as per the contract agreement.
- 1.11 **Working time.** The time between the actual start and end times of an occupation, excluding time on the critical path of the day's replacement operations lost which may be attributed by the Employer.
- 1.12 **Overtime.** Means any time worked in excess of the hours of a normal working day and any time worked on Saturdays, Sundays and statutory public holidays in excess of 5 consecutive days out of 7-day period or in excess of 10 consecutive days out of 14-day period, all on the written instruction of, or as approved by the Service Manager.
- 1.13 **Normal Shift Working** (not exceeding Normal Working Hours): Shifts (8 hours) worked on Saturdays, Sunday, or on Public Paid Holidays, up to Normal Working Hours.
- 1.14 **Night Shift Working** (Occupation time between 18h00 to 06h00): Night Shift Working will apply to any part of any shift for which occupation time has been approved and happens to fall between 18h00 and 06h00 on any day of the week inclusive of Public Paid Holidays.

- 1.15 **Double Shift Working:** A second shift of 8 hours within any 24 hour period. Double Shift Working may be used by the *Employer* as and when required.
- 1.16 **Occupation:** The formal closure of the line to normal rail traffic for a specified period of time arranged in accordance with Infrastructure Occupation Management System (IOMS) or any other system and implemented in accordance with the Protection Manual.
- 1.17 **Total Occupation Time (To):** shall be the total of the time from when the first on-track machine arrives on site until the last machine leaves the site.
- 1.18 **Train Crossing Time (Tx):** means the time for the machine to wait for train crossings.
- 1.19 **Travelling Time (Tt):** means the time for the machine to travel on track between work site and the staging site (or vice-versa), or between work sites, or to clear the section.
- 1.20 **Movement Time (Tm):** Time allowed to move from one staging area to another when machine is required to move to new depot or area.
- 1.21 **Breakdown time (Tb):** means all periods during which any machine or any part of a machine is non-available.
- 1.22 **Shutdown:** Closure of a specific line, for example the Iron Ore line once a year for limited period of time (e.g. 10 days) to perform a large volume of work. Shutdowns on various lines may be to varying degrees i.e. it may range from total shutdown perhaps requiring Double Shift Working where all normal train traffic on a line is suspended for the duration of the shutdown to a situation utilizing extended occupations with normal train operation windows in between. Some Shutdowns will be partial in the sense that while work is performed on one line and on one section of the line, normal train operations will proceed on adjacent line/s and adjacent sections of the same line.
- 1.23 **Standing Time:** means the loss of Working Time (Tw) incurred by the Contractor due to reasons attributed to the Employer
- 1.24 **Emergency work** means unplanned work that may be requested by the Employer as and when an incident or risk arises. The Employer will make all the necessary arrangements to move the machine to and from the emergency work side.
- 1.25 **Normal Sleeper Replacement:** Sleepers replaced on sections where no derailment sleepers or other hidden obstacles in the ballast occur will be regarded as normal sleeper replacement conditions.
- 1.26 **Derailment Sleepers:** Sleepers are generally damaged to various degrees during derailments. In the more severe cases sleepers are broken in the length dimension into two or more major pieces, making it difficult or impossible to handle as one sleeper, especially by mechanized means. Included in the scope of this Contract, part of the total sleepers to be replaced will be as a consequence of derailment damage. For the purpose of this Contract however Derailment Sleepers will mean sleepers, which are broken to such an extent that it cannot be removed by mechanized means but instead shall be pulled out by manual labour from the track.
- 1.27 **Dunnage:** Means wood spacers of rectangular cross-section of either  $\pm 37\text{mm} \times 37\text{mm}$  used in association with normal sleepers.
- 1.28 **Minimum Production Rate:** The minimum production rates for normal sleepers and derailment sleepers shall as per the Scope of Works (Particular Specification) considering the qualification of the *Contractor* as contained in his tender submission.

## 2. DESCRIPTION OF THE WORKS

**2.1. Overview**

This contract includes the maintenance of existing railway track, with an on-track sleeper replacement machine. The work shall consist of the provision of all on track machines required for sleeper replacement and related output, the operation and maintenance of all equipment, and the provision of all associated support required to achieve the output.

**2.2. General Machine Requirements**

- 2.2.1. The *Contractor* is required to supply, operate, and maintain mechanised on-track machinery. The minimum requirements for this contract shall include: a sleeper replacement machine, plus 1 Ballast Regulator, 2 Heavy On-Track Ballast Tampers. Additionally, the following shall be provided: at least 1 Logger Machines for sleeper loading and off-loading, equipment for installation and collection of fastenings, and all associated labour, supervision, road vehicles, ancillary tools and equipment, fuels, lubricants, spare parts, and consumables.
- 2.2.2. Sleeper replacement shall entail the replacement of sleepers on open track, tunnels, bridges and culverts, and adjacent to turnouts, using an on-track sleeper replacement machine capable of delivering at least the minimum production rate as specified.
- 2.2.3. All on-track machinery shall be self-propelled and capable of replacing all types of sleepers on any site. The Equipment shall be able to work at any time of the day or night with no restrictions (eg. rainy conditions, hard ballast, etc.)
- 2.2.4. The sleeper replacement machine, tampers, regulators and stabilisers shall be able to operate completely independently.
- 2.2.5. The sleeper replacement package will be required to work individually.
- 2.2.6. Resources offered in this sleeper replacement package may be required to work separately should the *Employer* require. This implies that contracted tampers, regulators, and stabilisers may work individually or separately from the sleeper replacement machine.
- 2.2.7. The following sleeper replacement machine capacity is required:

<b>Machine and/or Type of Machine output required</b>	<b>Planned depot or area where machine is required to work</b>	<b>Estimated Workload: Number of sleepers to be replaced monthly*</b>	<b>Estimated Total Workload: Number of sleepers to be replaced over 12 months*</b>
<b>High Production Machine:</b> capable of re-sleeping 8 - 10 sleepers per minute	All depots country wide including neighbouring countries	Approximately 13181 sleepers/year	Approximately 157650 sleepers over 24 months

*\*Quantities are not guaranteed production, i.e. the above workload is estimated for tender purposes only and is therefore not guaranteed by Transnet.*

- 2.2.8. The rate of work i.e. rates of sleeper replacement, regulating, tamping, stabilisation capability are factors which shall be considered for the award of the contract. The supplier is required to declare production rates for all auxiliary machines.
- 2.2.9. The machines are required to complete and finalise all sleeper replacement, including all ballast work, lifting/aligning, tamping and ballast stabilising, i.e. all work associated with the project, within an 8 hour occupation.
- 2.2.10. The *Contractor* shall give clear details of production rates (in sleepers per minute) offered in his tender referenced to all factors e.g. track curvature, gradient, length of occupation time, weather (raining, cold

and hot), rail temperature, ballast fouling, tunnels, platform, derailment sleepers and level crossing that might have an influence on production rates.

2.2.11. All machines shall be designed and able to work under the following conditions:

- All on-track machines shall fit within the vehicle gauge given in Annexure 2 of the Manual for Track Maintenance. Should the SRM exceed the vehicle gauge in any respect, this shall be clearly indicated by the Tenderer by means of suitable drawings. The Bidder shall submit vehicle gauge drawings with the tender document.
- All on-track machines shall be able to work and travel within the structure gauges given in Annexure 1 of the Manual for Track Maintenance.
- All on-track machines shall not exceed a loading of 20 tons per axle.
- Track gauge: 1 065mm.
- Single lines or multiple lines with a minimum distance between track centre lines of 3.8m.
- Travel around curves of down to 85m radius.
- Move over track with maximum 1 in 30 gradients.
- Meet or exceed the minimum specified production rates while working self-propelled on maximum uphill track gradient of up to 1 in 50 for High Production Machines.
- The machine should be able to work self-propelled while pushing up to 16 loaded sleeper wagons for High Production. If not, the Contractor shall specify how many wagons his/her machine can push.
- Work during sleeper replacement on curves of a minimum radius of 250 m for High Production Machines.
- Work site altitude range: 0 to 2000m above sea level.
- Rail temperature range: -10°C to +60°C.
- Mass of rail: 40 kg/m to 60 kg/m (inclusive)
- Risk study to be provided for the machine working in rainy conditions.
- Types of sleepers in track: steel, wood or monolithic concrete sleepers.
- Sleeper spacing of 600 mm to 750 mm (inclusive).
- All machines shall have service brakes and independent emergency brakes capable of providing minimum retardation of 12.5% and gravitational acceleration of 6%.

2.2.12. The contract shall include the provision of, and management of a suitable number of basic crew of qualified operators and *Supervisors* as well as all skilled and unskilled labour to operate the machine safely in line with tendered production rates and within available occupation times. The *Contractor* in his tender shall supply accurate and comprehensive details of all staff and machinery, which will be available on site.

2.2.13. The extent to which the SRM minimizes the need for other labour inputs to prepare the site before sleeper replacement will be considered during adjudication of the tender. The *Contractor* shall clearly state in his tender the SRM capabilities in this regard.

2.2.14. The SRM shall comply with all *Employer's* safety requirements while it is working, travelling or when staged. All reasonable measures for fire prevention and firefighting shall be included and form part of this contract. The cost thereof shall be deemed to be included in the rates tendered and no separate payment shall be made.

2.2.15. The SRM train shall not work on track which is not at least strapped 1-over-20 sleepers to prevent the rails from rolling over.

2.2.16. Sleeper replacement will be required on routes with multiple and single lines, open lines, tunnels, platform lines, loop, yard lines and construction of new lines.

2.2.17. The method of sleeper replacement shall be mechanized and shall always comply with the *Employer's*

Specification E7/1.

2.2.18. The machinery shall be compatible with Transnet Freight Rail's fleet of NZ /NST Sleeper Wagons.

2.2.19. The contractor shall always include the provision of spare parts in the machines. Machine maintenance report will be required for each work site.

### **2.3. Specific Requirements Relating to Sleepers**

2.3.1. It will be required that all different types of sleepers, inclusive of various types of concrete, steel, monolithic and wood sleepers be removed from track and replaced with new or second-hand concrete sleepers of various types.

2.3.2. The Contractor to ensure that replacement of rail-to-sleeper fastening systems is done concurrently with the sleeper replacement.

2.3.3. It should be noted that some fastenings are rusted /broken into the sleepers. The reusable sleepers and sleepers that have reached the end of their life spans (scrap sleepers) will be required to be replaced. Also sleepers damaged to varying degrees in derailments will require replacement. Such derailment damaged sleepers are often broken into two or more pieces along the length.

2.3.4. The *Contractor* may also be required to manually load, or offload fastenings supplied by road either from the *Employer* Road trucks or any other road transport means for the fastenings supplied while the machine is already busy with the sleeper replacement occupations at the depot. The fastenings shall then be offloaded from road trucks and loaded onto DZ wagons, or any other wagons used behind the sleeper replacement machine. These shall be paid against the tendered rates.

2.3.5. The *Contractor* will only be required to use *Employer's* pre-approved designed sleepers and rail-to-sleeper fastening systems.

2.3.6. Provided that the manufacturing quality of the sleepers to be removed and the sleepers to be installed are in accordance with design specifications, the design of the sleeper replacement process shall be such that it does not damage the sleepers during handling or installation.

2.3.7. Based on the *Employer's* Infrastructure Life Cycle Management Plan good reusable concrete sleepers will be removed and replaced with new sleepers on higher trafficked lines. The good reusable released concrete sleepers will then as part of the Infrastructure Life Cycle Plan cascaded for re-use on lesser trafficked lines and in yards. The design of the sleeper replacement Machinery shall be such that it does not damage new sleepers during installation or the released sleepers during removal or handling such that they become unsuitable for re-use.

2.3.8. A good reusable second-hand sleeper damaged beyond reuse by the Sleeper Replacement Machine shall be deemed to have the same value to the *Employer* as an equivalent new sleeper. The responsibility for the suitability of the design of the sleeper replacement machine and related processes shall rest solely with the *Contractor*.

### **2.4. Location of the Works**

2.4.1. The contract area will be all track owned, or maintained, by Transnet Freight Rail country wide, in addition to neighbouring countries.

2.4.2. The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas.

2.4.3. TFR will make available to the *Contractor* lines where the machine may be commissioned and tested. Work

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done during the commissioning or testing period is not eligible for payment under the Contract.

**2.5. Commencement and Duration of Contract**

- 2.5.1. The commencement date will only be finalised after acceptance of tenders. The Contract will therefore commence on the date stipulated in the acceptance letter. The Contractor shall be able to commence with the service within 60 days of contract award.
- 2.5.2. Bidders shall also qualify their offers stating how soon after the award of the contract they will be able to start with the work. This shall include the provision and operation of any other on-track machines or support equipment. Where equipment offered may only be available at a later date, the date at which this will be available shall be indicated clearly upon submission of tender.
- 2.5.3. The duration of this contract is twenty four (24) months. The expiry date will therefore depend on the starting date of each part. The work output required shall depend on *Site* conditions and is expected to be carried out over the full duration of the contract period of twenty-four (24) months. The Contractor shall Supply, Operate and Maintain the machine.
- 2.5.4. The Contract can be terminated by mutual agreement should technical or safety problems become evident during the execution of the works.



### **3. PROCUREMENT**

#### **3.1. Subcontracting**

Sub-contracted part of the contract must be written approved by *Transnet Freight Rail (TFR)*.

### **4. ENGINEERING**

#### **4.1. Design Procedures**

- 4.1.1. It is a specific requirement of this Contract that all wagons for use with the machine, including any modifications, shall be pre-approved at the design stage by TFR Train Design Department.
- 4.1.2. During commissioning and before putting any wagons into service, these shall be finally approved by TFR Train Design Department as being "Rail Worthy".
- 4.1.3. It is also a specific requirement that all wagons for use with the machine, including any modifications, shall comply with the requirements of the Rail Safety Regulator (RSR).
- 4.1.4. The *Employer* will test all on-track machines regularly for rail-worthiness before being permitted onto operational tracks. The *Employer's* approval in this regard shall under no circumstances mean to imply that the *Contractor* is released from his liability and/or responsibility for ensuring that all machinery is operationally safe and rail worthy. The *Contractor* shall remain ultimately responsible for the safety and condition of his machines and equipment. These tests will include:
  - Regular testing of braking efficiency. The minimum required braking is measured by Tarpley meter, for the service and emergency brakes respectively. Brake testing shall also include for checking for pressure loss on brake cylinders and circuits, wear and setting of brake shoes.
  - Maximum wheel-tread and rim wear, distance between wheel-flanges and ultrasonic testing for flaws in running axles all measured for compliance with the standards of the Employer.
  - Speedometer, sirens, drawbars and mechanical locks on hydraulic components to function properly.
- 4.1.5. Should a joint inspection of the Machinery by representatives of the *Employer* and the *Contractor* reveal that any on-track machine or wagon is not in a safe working condition, the Service Manager may order the temporary withdrawal of the machine from the service.

### **5. CONSTRUCTION**

#### **5.1. Works Specifications**

The following additional specifications shall apply:

- TFR Trains Working Rules
- TFR Protection Manual
- TFR Electrical Safety Instructions
- TFR Infrastructure Safety Guidelines.
- TFR S410 Specification for Earthworks
- E10: Specification for Railway Trackwork.
- E10/1: Specification for laying of rails.
- E10/2: Laying of sleepers.
- E10/4: Ballasting and tamping.
- E10/5: Destressing of rails.
- E10/6: Building and Replacement of sets.
- E10/7: Field welding of rail joints.
- E10/9: Slewing and Alignment.
- E10/11: Surveying and setting out of track alignment and referencing.



- E10/12: Installation of insulated rail joints
- E4B (November 1996): Minimum Communal Health Requirements in areas outside the jurisdiction of Local Authority
- E4E SHE Specification for Contractors
- Addendum No 1 to Specification E7/1 (May 2011)
- Specification E7/1 (May 2011): Specification for works on, over, under or adjacent to railway lines and near high voltage
- Manual for Track Maintenance
- Track Welding Manual
- SANS 1921-1-2004 Part 1

## **5.2. Plant and Materials**

- 5.2.1. The *Employer* will make available to the *Contractor* on specific request a limited number of rail freight wagons for transporting his Plant, Equipment and Materials from the Employer's Infrastructure Depot to Infrastructure Depot during execution of the work.
- 5.2.2. These wagons will be moved "free on rail" together with the relevant on-track machines in accordance with the requirements and processes applicable to normal train traffic.
- 5.2.3. The *Contractor* shall specify how many wagons and what type does he want for the usage of moving his Machinery and equipment as well for accommodating his employees during the course of the contract. The *Contractor* to return the *Employer* wagons at the end of the contracting period. These shall be in the similar condition as when the *Employer* gave them away to the *Contractor*. Supply of wagons will be limited to 40 wagons.
- 5.2.4. Arrival of these wagons at destinations during movement from depot to depot on *Employer's* network could be problematic and erratic in terms of predictability and no claims regarding delays or standing time resulting from the use of these wagons will be entertained by the *Employer*.
- 5.2.5. The *Contractor* will be allowed to effect modifications to these trucks to suit his requirements for work under the contract. Such modifications will be the *Contractor's* responsibility and for the *Contractors* account.
- 5.2.6. The *Contractor*, at his own cost shall have the trucks re-instate to their original condition and shall remove the modifications at the end of the contract.
- 5.2.7. Before the *Contractor* commences to carry out any alterations to the trucks, he shall provide the *Service Manager* with sufficient information of the alterations to enable him to approve that dimensional and structural tolerance will not be exceeded.
- 5.2.8. The *Contractor* shall clearly state in his tender the types and number of rail trucks required for the contract as well as the modifications he intend doing to the rail trucks
- 5.2.9. The Employer shall supply and control all flags and detonators for protection of the work sites.
- 5.2.10. The Employer will supply all permanent way materials required for the execution of the works. Materials will be provided in railway wagons or stacked at RTD's.
- 5.2.11. The following items of Plant will be provided by the Employer based on availability for the duration of the Contract:
- One set of locomotives will be allocated for shunting and for movement purposes. It will be advantageous should the process be able to move by itself without assistance of locomotives.
  - The locomotive set will be available (inclusive of fuel and driver crews and shunt crew) for the duration of the shunting work required.
  - NZ /NST Sleeper Wagons.

- 5.2.12. Care of Plant Supplied by the *Employer*: The *Contractor* may have full use of the rail trucks associated with this contract, if he adheres to the structural, mechanical and safety limitations laid down by the Project Manager. The *Contractor* shall take all reasonable care to prevent damage to Plant supplied by the *Employer*. Any damage through neglect shall be made good, in accordance with the instructions of the *Supervisor*, to the cost of the *Contractor*.
- 5.2.13. Care of material Supplied by the *Employer*: Should lost or damaged material be replaced by the *Employer*, the value of the material plus the cost of transport, including re-railing at the normal tariffs applicable to the public, will be deducted from any moneys payable to the *Contractor*.

### **5.3. Construction Equipment**

The Contractor shall in addition to what is stipulated, provide the following additional facilities and support for the contract:

- 5.3.1. The Contractor shall provide lighting to all workplaces in tunnels and other workplaces where work is to be taking place during the hours between 18:00 and 06:00. Transnet Freight Rail will notify the Contractor one-month prior of lighting arrangements to be made. The lighting shall be of intensity and spread to satisfy the Supervisor that work can proceed efficiently and safely.
- 5.3.2. All tools/equipment, perway, small plant, earthworks plant, cranes, lifting equipment and vehicles of every description necessary for the execution of the works shall be supplied by the Contractor complete with fuel, spares, maintenance, competent operators and legally compliant with all applicable safety legislation. All ancillary and associated equipment together with all transport, accommodations, fuel, lubricants, spare parts for maintenance and repairs and consumables and any other resources necessary for the complete and effective and safe functioning of all Machinery shall be included in this contract to consistently and sustainably operate the machine safely in line with tendered production rates and within available occupation times.
- 5.3.3. Should Transnet Freight Rail require any ballast tamper or regulator for other work (eg. emergency work), arrangements for payment will be made by utilising the relevant item in the schedule of prices of this contract relevant to each individual machine.

### **5.4. Existing Services**

- 5.4.1. The *Contractor* shall take note of all OHTE equipment, red and other electrical bonds on the work Site and shall not interfere, damage or work on them unless under direct supervision of a designated and competent Transnet Freight Rail (TFR) Electrical Officer.
- 5.4.2. The *Contractor* shall take note of all signalling equipment on the work Site e.g. signals, signal cables, block joints, signal bonds, axle counters, hotbox detectors etc and shall not interfere, damage or work on them unless under direct supervision of designated and competent Transnet Freight Rail (TFR) signal technicians.
- 5.4.3. Before doing excavation work anywhere on a work site the *Contractor* shall be sure to consult on the presence of existing electrical/signal/telecom cables, water pipes or other services with the *Employer's* Maintenance Manager (Track). Only on his specific and written authorization shall any excavation work be carried out.
- 5.4.4. In the event of contact or damage to any overhead or underground cable on the work Site, work shall be stopped and the work Site evacuated. The Electrical Officer Contracts shall be notified immediately. Only

subject to him or other competent Transnet Freight Rail (TFR) Electrical Officer certifying the work Site safe, shall work be allowed to proceed again.

- 5.4.5. Where existing water supply is available within the railway reserve and is deemed sufficient by the *Employer's* Depot Engineering Manager to also supply the construction process, this supply may be made available to the *Contractor* for use in the construction process. If not allowed by the *Employer's* Depot Engineering Manager or where not available, the *Contractor* shall make his own arrangements to obtain suitable supplies.
- 5.4.6. It is the responsibility of the *Contractor* to provide water to his staff and machine. It shall be noted that it is not the responsibility of the *Employer* to stage the machines in areas where water is available; it will be an advantage if such places are available, but it is not a requirement.

## **5.5. Site Access**

- 5.5.1. All *Contractor's* personnel shall be inducted before any works commence. Site access certificates will only be issued after all inductions have taken place.
- 5.5.2. Site access will be denied to the *Contractor* should the site access certificate not be issued.

## **5.6. Site Establishment**

- 5.6.1. Subject only to the discretion of the Depot Engineering Manager responsible for the area, yard lines within the railway reserve may be made available to the *Contractor* for staging the wagons making up the consist of the machine.
- 5.6.2. Subject only to the discretion of the *Employer's* Depot Engineering Manager, areas within the railway reserve may be made available to the *Contractor* for accommodation, offices/workshops or stores. Where not allowed, the *Contractor* shall make his own arrangements elsewhere, at the expense of the *Contractor*.
- 5.6.3. If the *Contractor* is allowed by the *Employer's* Depot Engineering Manager to utilize areas within railway reserve for his purposes of whatever nature, it shall be noted that normally electrical, water supply and sanitation will not be available. The *Contractor* shall be required to make his own provisions for electrical, water supply and sanitation. Additionally, the *Contractor* shall comply with Environmental Health and Safety legislation when utilizing areas within railway reserve. On vacating the site, the site shall be cleared up and re-instated to the acceptance of the *Employer's* Depot Engineering Manager.
- 5.6.4. Security of the *Contractor's* property, equipment, materials, vehicles, and workforce shall at all times during the course of the contract be his sole responsibility. No claims will be entertained by Transnet Freight Rail (TFR) in this regard.
- 5.6.5. The *Contractor* shall be required for each work Site to have available for his work force suitable sanitation in accordance with the Act 85 Regulations.
- 5.6.6. On some lines or for some yards of *Transnet Freight Rail (TFR)*, the *Contractor's* staff will be required to obtain security permits from *Transnet Freight Rail (TFR)* before being allowed to work there. These permits will be issued free of charge.
- 5.6.7. The *Contractor* shall note that not all the sites will be accessible via a service road in some instances and the service road might not be in a good condition.

## **6. MANAGEMENT**

### **6.1. Planning**

- 6.1.1. Monthly Project Meetings will be conducted to monitor progress and discuss contractual issues. These meetings shall be attended by *Contractor*, Supervisor and the Service Manager. A register will be kept of attendance and a minute of the proceedings will be recorded and distributed afterwards.
- 6.1.2. A concise maintenance programme showing the *Contractor's* planned programme for the following month and the order in which he intends to execute the daily operations shall be provided by the *Contractor* based on the work area required by *Transnet Freight Rail*. The detail program will be agreed upon between the *Supervisor* and the *Contractor*.
- 6.1.3. The *Contractor* shall provide a work breakdown structure of the sleeper replacement process from start to finish.
- 6.1.4. TFR will provide the plan of work sites to be covered. Furthermore, it is a specific requirement of this contract that the *Contractor* pre-plan the production of each month ahead. Monthly production shall be pre-planned directly with the *Supervisor* and be conducted on-site.
- 6.1.5. The Contractor is required to do inspection of each work site prior to the project and starting and when task orders are issued to execute appropriate preparation for the work focused on ensuring maximum production during occupation time by minimizing delays. Any issues requiring the Employer's inputs to avoid delays during the occupation time shall be brought timeously to the attention of the Supervisor. This include amongst other things: sleeper conditions, condition/ volume of ballast, gradient, radius, length of track segments, level crossings, negative returns, tunnels. The Contractor and Supervisor shall do all the required measurements of the above mentioned and draw up programme to meet the planned targets.
- 6.1.6. All sections requiring sleeper replacement are to be fully evaluated/inspected (by *Supervisor* or representative and the *Contractor*) in terms of estimating requirements and costs. Information such as sleeper spacing, sleeper type, etc. may be provided by the depot if already available.
- 6.1.7. The logistics surrounding the maximising of the use of sleeper wagons shall be discussed.
- 6.1.8. Should any preparation be required before the sleeper replacement process, the *Supervisor* and *Service Manager* shall be made aware in writing regarding this. The number of people required and hours should be stated and how much work was done. This shall be recorded on the site diaries.

## **6.2. Site Records**

- 6.2.1. A *Site Instruction Book* with triplicate pages shall be provided by the *Contractor*. The format for written communication on *Site* shall be the *Site Instruction Book*. A new page shall be used for each *Site Instruction*. *Site Instructions* shall be deemed to have been noted by the other party at the end of each work day. For this purpose the *Site Instruction Book* shall be checked and new *Site Instructions* signed-off by both *Transnet Freight Rail (TFR)* and the *Contractor* at the end of each work day.
- 6.2.2. A *Site Diary* with triplicate pages shall be provided by the *Contractor* and be available on site at all times. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Schedule of Quantities completed for each day shall

also be recorded and signed off by both by the *Employer* and the *Contractor* at the end of each day. The *Contractor* shall record following in the *Site diary*:

- Occupation and Working time
- Details of performance of the machines as well as the final number of sleepers replaced per day per track category (Track categories as in the Schedule of quantities and prices).
- An accurate recording of all material received or purchased.
- Details of plant, machinery and labour on Site, clearly indicating the staff used to perform various different functions.
- Minutes of the Site meetings.
- The Site diary shall be signed on a daily basis by both parties.
- Information shall be reported as per the daily report, emailed electronically including train crossing numbers and minutes delayed, the following day before 08h30.

6.2.3. The information in the Site Diary shall be identical to the report generated by the machine. The Employer shall provide a template and it shall be the source document for monthly payment certificates.

6.2.4. The daily report e.g. travel to site, cut in, sleeper replacement, cut out, finalizing and travel return to staging sites times as well as production figures shall always be recorded and submitted to the Supervisor and Service Manager daily every morning for the previous day's occupation by email at 08:00.

6.2.5. A *Transnet Freight Rail (TFR)* Track Inspector shall on completion of each project inspect and measure for purposes of verifying quality for payment purposes. A formal handing over of the completed project shall be signed off by the Depot *Supervisor*, for the project to be eligible for payment.

### **6.3. Preparation Work**

6.3.1. Since sleeper replacement requires preparation beforehand, some temporary works (eg. boxing-out ballast, oiling of rusted pins/springs, etc.) may be required to enable trains to pass over the track safely before the sleeper replacement work start, while the work is under way and before it is completed. The nature of these temporary works shall be such that it does not present a physical obstruction for the trains or result in delays for trains that are required to pass over the work site.

6.3.2. The *Contractor* shall have also ensured that preparatory work required to avoid damages to the replaced old sleepers which are normally used for the lesser traffic lines have been done to his satisfaction. A penalty shall be imposed on all sleepers damaged during the replacement due to negligence from the part of the *Contractor*. The price per sleeper shall be determined from the *Employer's* Supply Chain Department based on the value of the sleeper at the time of replacement and such shall be deducted from the *Contractor's* due payment for the same month in that particular depot. The *Employer* considers the value of the old sleepers as similar to the price of a new sleeper.

6.3.3. Any additional preparatory work required prior to the shutdowns shall be quoted at least one month in advance by the *Contractor* and submitted for approval by the *Service Manager* and paid against the tendered rates. Only additional preparation under extreme track conditions that are viewed to impose production risks shall be entertained by *Employer*. This shall also have been agreed between the *Contractor* and the depot involved. This means that the requirement for additional preparation doesn't reside solely with the *Contractor*, but it shall be the agreement between both parties of the actual need to execute same.

### **6.4. Occupations**

6.4.1. Although not guaranteed, the *Employer* will realistically arrange occupations according to the approved programme of typically 8 hours for any one occupation.

- 6.4.2. It may be possible to arrange extended occupations and even double shifts on some sections of the line, on certain days, during which the machines may remain in the section. It is a strict requirement for the machines to work double shifts as and when required by the *Employer*, therefore the *Contractor* shall allow in his rates for double shift working during shutdowns or during normal occupations as and when required. In these cases, occupation time will be calculated as the total period that all or any of the on-track machines actually worked.
- 6.4.3. Travel time from the staging site to the work site and back to staging site will be included in the Occupation Time (To).
- 6.4.4. During the occupation, the line will be closed to normal rail traffic over the section on which the *Contractor* is working. Protection of the site shall be as per the protection manual under direct control and supervision of the *Employer* Platelayer/Track Inspector.
- 6.4.5. The *Contractor* shall control and be responsible for the movements of all plant including that of the *Employer*, within the confines of the area of the occupation of the loading and off-loading operation and during its duration. At all times, the movement of plant will be undertaken as laid down by the *Supervisor*.
- 6.4.6. The *Contractor* shall however allow that:
- Before midday during any shift the commencement time and duration of the following occupation will be advised in writing.
  - Occupations may commence at any hour of the day or night and on any day of the week. The *Employer* requires that all the on-track machines may work double shifts and therefore the *Contractor* is expected to price his tender based on similar requirement. The double shift will be paid against the tendered items.
- 6.4.7. Any adjacent track will run normal train services at normal section speed. The *Contractor* will be required to apply his Safety Procedure to safeguard his employees against the danger of normal rail traffic passing close by on the adjacent line.
- 6.4.8. Occupations shall be called for on any day of the week or month of the year. The *Contractor* shall allow in his tender for the normal builder's break from middle December to 2nd week in January every year with the specific provision that in the case of an emergency, the *Contractor* may be called from leave during the builder's break.
- 6.4.9. The *Contractor's* Track Master/Track Inspector shall take full charge of the *Contractor's* resources on the work *Site*. An employee/agent appointed by the *Contractor*, will not act as, or be allowed to take on any responsibility of *TFR Track Master/ Track Inspector*. The function of the *TFR Track Master/ Track Inspector* is restricted to competent *Transnet Freight Rail (TFR)* employees only.
- 6.4.10. The *TFR Track Master/ Track Inspector* shall be a competent *Transnet Freight Rail (TFR)* employee, reporting to the *Transnet Freight Rail (TFR)* Depot Engineering Manager. This *TFR Track Master/ Track Inspector* shall be responsible for the following on a work *Site*:
- Taking occupations
  - Placing and controlling the flagmen
  - Declaring the track safe for the passage of trains
  - Cancelling the occupation and recalling the flagmen
  - Communication with train traffic control with regard to occupation matters.
  - The issue and control of all flags and detonators
- 6.4.11. All on-track machines shall be required to work on the finalising day to meet the target. The *Contractor* shall have a relief crew to carry on finalising and moving the machines to their staging points. The relief crew shall be deemed to be included in the tendered rates; no separate payment shall be submitted by the *Contractor*.
- 6.4.12. The *Contractor* shall provide a cell phone to the worksite for the exclusive use of *Transnet Freight Rail (TFR)* for logistical and operational arrangements.



## **6.5. Protection**

- 6.5.1. The method of work shall be such that work may proceed either under "total occupation" or "between trains occupation" and shall at all times comply with *Transnet Freight Rail (TFR)* Specification E7/1.
- 6.5.2. Normal protection measures in accordance with the *Transnet Freight Rail (TFR)* Train Working Rules shall apply.
- 6.5.3. All protection arrangements shall at all times remain under the supervision and responsibility of a *Transnet Freight Rail (TFR)* Track Master/ Track Inspector.
- 6.5.4. The *Contractor* shall supply at least two flagmen per work *Site* for protection duties. The cost for these flagmen will be deemed included in the rates tendered and no separate payment shall be made.
- 6.5.5. The *Contractor* will be required to supply six of his employees to be trained and certificated in performance of protection duties. The *Contractor* shall appoint at each work *Site* a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work *Site* of approaching rail traffic.
- 6.5.6. The *Contractor* shall not allow any persons on the work *Site* to venture within the structure gauge when this warning procedure is not operating effectively.
- 6.5.7. The warning device shall be such that its sound can be clearly and effectively heard above the noise on the work *Site* by all personnel within a radius of 100m around the centre of each work *Site*. The cost to the *Contractor* of providing the lookout as well as the warning device shall be deemed to be included in the rates tendered and no separate payment shall be made.
- 6.5.8. An effective safety procedure to be followed by all personnel on any work *Site* in the case of approaching rail traffic on adjacent lines shall be compiled by the *Contractor* and implemented before any work commences. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a *works Site* before work proceeds.
- 6.5.9. *Transnet Freight Rail (TFR)* shall make available a Track Master to oversee the protection arrangements on *Site* and to declare the track safe for the passage of trains during the work and on completion of work. He may use flagmen provided either by *Transnet Freight Rail (TFR)* or the *Contractor*.
- 6.5.10. The *Transnet Freight Rail (TFR)* Depot Engineering Manager remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his own personnel as well as *Contractor's* personnel within the track maintenance environment on his depot.
- 6.5.11. The Depot Engineering Manager is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties

## **6.6. Machine Movement**

- 6.6.1. A free on rail facility will be made available to the *Contractor* for the conveyance of plant, equipment or material of the *Contractor*. This will apply to *Contractor's* items coupled to a train or loaded onto railway trucks. This arrangement will be valid for the duration of the Contract and apply to all items for use under the contract.
- 6.6.2. The *Contractor* may make use of this facility for transport from the *Contractor's* workshop or depot to the area of operation or vice versa, or from one area of operation to another, or, in the case of plant imported specifically for use on this contract, from the port of off-loading to the work-site. Prior approval for the movement of any machines shall be obtained from the *Service Manager* in writing.
- 6.6.3. The initial move of the Machinery from the *Contractor's* premises to the first RTD as well as the final move on completion of the contract from the last RTD back to the *Contractor's* premises shall not be paid for. A free on rail facility will however be available for this purpose.
- 6.6.4. Should the *Contractor* elect to transport any Machinery and equipment by road the *Contractor* shall not be entitled to separate payment. The cost of such road transport shall be deemed to be included in the rates tendered.
- 6.6.5. The *Contractor* will make all the arrangements directly with the Service Manager to move the Machinery by rail based on the programme agreed upon. Movements inside a depot area will be arranged by the *Supervisor* for the particular depot. Each application shall reflect all relevant and specific details of special conditions for the handling of the machine consist by *TFR* during each move. It is the responsibility of the *Contractor* to ensure that his machines are shunted and prepared for movement.
- 6.6.6. When required for productivity reasons, it will be necessary to move machines over an off-period. The *Contractor* will then be required to arrange for security and supervision to have the machines moved by rail over this off-period. The *Contractor* will be required as part of his tender to have an additional team available to facilitate the movement of the machines during the off periods. No overtime or additional move cost shall apply for such a move.
- 6.6.7. Included in the application for the move the *Contractor* shall provide name, identity number and grade of all employees travelling on the train. Specific details shall be given separately of the person in charge as well as staff required, to travel on machines.
- 6.6.8. Should *TFR* delay a move of the Machinery from one Depot to the next by not starting the move on the scheduled day, no payment of standing time shall apply.
- 6.6.9. The distance of moving the machine from the *Contractor's* premises at the commencement date to the first Depot will not be paid for, although the free on rail facility will be available to the *Contractor*.
- 6.6.10. The distance of moving the machine from the last Depot to the *Contractor's* premises on completion of the Contract will not be paid for, although the free on rail facility will be available to the *Contractor*.

## **6.7. Stoppages**

- 6.7.1. Temporary stoppage, which may result from a non-continuous flow of the work, as and when required and shall be allowed for in the tendered rate.
- 6.7.2. *TFR* will advise the *Contractor* of any temporary stoppage in the work, five days' notice will be given of such an impending stoppage. Five days (5 days) notice will also be given to commence work when the Machinery was standing due to a temporary stoppage.
- 6.7.3. No Payment for De-establishing from *Site* when temporary stoppage begin as well as Re-establishment on commencing of the work after a temporary stoppage will be made.



- 6.7.4. The *Contractor* shall allow that weather conditions may adversely affect his rate of progress and plan his progress as well as plant and labour capacity accordingly.
- 6.7.5. Should rain or snow falling during the period of occupation, make it impossible for the *Contractor* to make use of such occupation no claims for Standing Time will be entertained by *TFR*.
- 6.7.6. The *Contractor* shall not claim any Standing Time against *Employer* for any force majeure and no penalties shall be imposed by the *Employer* to the *Contractor* for the same

## **6.8. Traction and Signal Bonds**

- 6.8.1. All bonds shall be supplied by the *Employer*, but the *Contractor* shall remove and install bonds under supervision of the *Employer*. The *Contractor* shall have the necessary tools to install the bonds. The *Contractor* shall be aware that where maintenance of the signalling and electrical equipment machines or assets change, he shall keep up with the latest technologies.
- 6.8.2. The *Contractor* shall repair all bonds / cables removed or damaged or broken off during works during the period of the occupation.
- 6.8.3. The *Employer* shall supply all the material required for repairing of broken bonds and cables on a one to one exchange basis (used material for new material.)
- 6.8.4. The *Contractor* shall provide labour and equipment (inclusive of expanded collar fastening consumables and lugs) required to remove, repair new bonds where required and replace signals and electrical bonds.
- 6.8.5. If holes are required for bonds, a rail drill shall either be supplied by the *Employer* or the holes shall be drilled by *Employer*.
- 6.8.6. Where cables are required to be cut, the cut cable shall be cut to the correct lengths and be the crimping of lugs onto cables be done by the *Contractor*. No splices will be allowed in bonding cables.
- 6.8.7. This shall include track feeder bonds (painted red), which may only be worked upon under supervision of a Competent Electrical Officer. The *Employer* shall only provide the cable for bonding. All bonding shall be completed during the period of the occupation.
- 6.8.8. Bonding shall be performed by a bonder qualified to the *Employer's* standard manual for "Earthing and Bonding for 3kV DC, 25kV and 50kV AC bonding" B\_023 Issue 3 and B\_028 Issue and subsequent instructions which includes the steel wire standard in lieu of existing copper bonds, and the expanded collar fastening system. The cables shall be correctly buried in the ballast as per instruction.
- 6.8.9. Signalling bonds may not be removed without the consent of the *Employer* or the authorised *Employer's* Signalling representative. Where signalling bonds are damaged or removed, the *Contractor* shall provide the support labour to re institute the bonds. The *Employer* will however be responsible to ensure the correct method of re-connection so as to ensure the correct functioning of the signalling system.

## **6.9. Level Crossings and Obstacles**

- 6.9.1. Concrete blocks and ballasted level crossings shall be opened and prepared by the *Contractor* prior to the occupation starting to ensure maximum production during work across the level crossing. Bitumen/tar level crossings are to be opened and repaired by the *Employer's* depot staff.
- 6.9.2. Arrangements with the road authorities for temporary closure of the level crossing shall be the *Employer's* Depot Engineering Manager/ Depot Engineer responsibility but shall be done according to and with the timeous direct inputs from the *Contractor*. For purpose of calculating the productivity factor, work across level crossings shall be expected to comply with the minimum production rate requirements.

6.9.3. When hidden obstacles e.g. pieces of rail, concrete, large rocks or other large foreign objects are encountered in the ballast during the work process the actual time taken to normalize the situation and return to normal production shall be recorded and for purposes of calculating productivity, the time shall be converted to the theoretical production that would have been possible in that time should normal production rate have been possible. The same shall apply to when rail breaks occur.

**6.10. Recording of Activity Times**

6.10.1. The mutually agreed time the machine shall be available at its staging point, shall be the start of the occupation time (To) for the task order, therefore arriving late shall be deemed as breakdown time (Tb).

6.10.2. During the work activity the productivity, availability and utilization of the machine shall be recorded.

6.10.3. The time shall continuously be recorded for all work performed. The following types of time activity shall continuously be recorded so as to clearly define what time is available for working.

To = Total Occupation time for the day.

Ts = Standing time because of *Employer* reasons, not related to any fault of the *Contractor*.

Tx = Standing time due to Train crossing time

Tt = Travel time from staging site to work site and back to staging site or to clear the section.

Tm = Time allowed to move from one staging area to another when machine is required to move to new depot or area.

Tp = Time required to for preparation of track to allow working. (Only preparation that is purely related to machine on site that could not be phased apart from machine can be recorded for this purpose. This item may not be used for any problem related to the machine or staff inefficiency)

Tb = Breakdown of machine

Daily production report shall be e-mailed to the *Service Manager* at 08:00 am in the morning of the next day after each shift and shall be in excel format.

Tw = Working time (As specified below)

6.10.4. Monitoring of machine availability will be calculated as:  $Availability (A) = \frac{To - Tb}{To}$

6.10.5. Monitoring of machine utilization will be calculated as:  $Utilization (U) = \frac{Tw}{To}$

6.10.6. A productivity factor, P shall be calculated every month to continuously monitor whether the machine consistently produces at the rates of production tendered.

Monitoring of machine productivity will be calculated as:  $Productivity (P) = \frac{AR}{TR}$

AR = Actual Rate (sleepers per minute)

TR = Tendered Rate (sleepers per minute)

6.10.7. The tendered nominal production rate in sleepers per minute shall be maintained over a calendar month.

6.10.8. When there is any unavailability of the sleeper replacement machine, the actual Tb time shall be recorded and the time shall be converted to the number of theoretical sleepers that could have been replaced in that time should the normal production rate have been possible. These sleepers will count towards the contracted sleepers and shall be subtracted from the contract shortfall.

6.10.9. The contractor will be penalised for any incomplete task order. Penalties will be dependent on the percentage task order completed.

#### **6.11. Provision of Electronic Production Report to the Employer.**

6.11.1. The Contractor shall provide the Employer with the daily production statistics of the work.

6.11.2. The production report shall be in an agreed-on format providing the following basic type of information:

- To, Tw, Tt, Ts, Tb, etc. of each machine applicable.
- Length of work or number of sets completed for the day.
- Start & final km tamped and GPS coordinates with the length and description of the rail line.
- Reasons / comments on production shortfall including minutes per reason.
- Train numbers and minutes delays per train number.
- CTC names and CTC panel member details.
- Graphical presentation of data as and where agreed on.

6.11.3. The report shall be e-mailed daily to the Service Manager, Supervisor and nominated Employer's representatives.

6.11.4. Where problems exist of transmitting the data, the Contractor shall state what measures shall be taken to ensure transmission of data as soon as possible.

6.11.5. All data shall be summarised per week and then per month. Data may be used as a preliminary indication of payment but shall not be used specifically for payment purposes. Final payment data shall be dealt with as specified elsewhere.

#### **6.12. Quality, Standards of Workmanship & Accuracy**

6.12.1. At the end of each occupation on completion of the work the track shall be entirely normalized to the A-standard in terms of track geometry, ballast profile, sleeper spacing and rail-to-sleeper fastenings before the site will be accepted by the *Employer*.

6.12.2. The *Employer's* Track Inspector shall on completion of each project inspects and measures each completed project for the safe passage of trains.

6.12.3. Standards for acceptance of track shall be in accordance with the Manual for Track Maintenance:

6.12.3.1. "S<sub>c</sub>" Means the minimum track standard to allow the track to be opened to traffic under a speed restriction of at least 30km/h, when a track stabiliser is not used.

6.12.3.2. "S<sub>r</sub>" Means the standards, to which the track shall be finally handed over after full completion of the *works*, when a track stabiliser is not used.

6.12.3.3. "S<sub>a</sub>" Means the A-standard to which the track shall be finally handed over after full completion of the *works*, when a track stabiliser is used.

6.12.3.4. Inspections for acceptance of the track when a dynamic track stabiliser is not used will take place as follows: Before the end of the occupation for S<sub>c</sub> and again after a 72-hour period of train traffic for S<sub>r</sub>.

6.12.3.5. The *Contractor* shall maintain the track on which he has worked, between inspections for S<sub>c</sub> and S<sub>r</sub>, to a standard not lower than S<sub>c</sub>.

6.12.3.6. Inspections for acceptance of the track when a dynamic track stabiliser is used, will take place as follows:

- Before the end of the occupation and again after a 72-hour period of train traffic for Sa.
  - The Contractor shall maintain the track on which he has worked, between inspections for Sc and Sf, to a standard not lower than Sc.
- 6.12.3.7. All track work shall be completed to comply with the A-standard. Should the Contractor observe conditions which may prohibit him from completing a project to the A-standard then he shall bring this timeously to the attention of the Supervisor prior to starting work on a specific project, unless the Supervisor is prepared to make a concession the A-standard shall still apply and the Contractor may then refuse to continue with the specific project if he deems it impossible to achieve the A-standard on final quality.
- 6.12.4. The changing rail temperature throughout the hours of the day shall also be given due regard to ensure the safety of rail traffic before, during and after the sleeper replacement work.
- 6.12.5. Vertical Alignment
- 6.12.5.1. The final elevation of the track shall not exceed the existing by more than 10mm except if otherwise directed by the Supervisor.
- 6.12.5.2. The rate of deviation of the running top of any rail from a straight line between any two points not more than 10 metres apart shall not exceed 1:1000 for S<sub>f</sub> or S<sub>a</sub>, and 1:250 for S<sub>c</sub>.
- 6.12.5.3. The cant shall be the design cant to within a tolerance of  $\pm 3$ mm for S<sub>f</sub> (or S<sub>a</sub>) and + 12mm for S<sub>c</sub>.
- 6.12.5.4. The rate of change of cant on tangent track and on circular curves shall not exceed 1:1000 for S<sub>f</sub> (or S<sub>a</sub>), and 1:400 for S<sub>c</sub>.
- 6.12.5.5. The rate of change of cant on transition curves shall not exceed: 1:500 for S<sub>f</sub> (or S<sub>a</sub>), and 1:400 for S<sub>c</sub>.
- 6.12.6. Horizontal Alignment
- 6.12.6.1. The *Contractor* shall determine the horizontal alignment (position) of the track by taking reference measurements at all mast foundations. Where electrification masts do not exist, reference pegs at 50m centres shall be installed by the *Contractor*. The Supervisor will prescribe and supply all the necessary pegs, concrete or paint.
- 6.12.6.2. The position of the track centre line shall remain within 10mm of the existing position for S<sub>f</sub> (or S<sub>a</sub>), and 40mm for S<sub>c</sub>.
- 6.12.6.3. The standards for structural gauge shall be adhered to. The *Contractor* shall verify the structural gauge parameters himself and adhere to the specified standards.
- 6.12.6.4. On straight track, the rate of deviation of the running edge of each rail from a straight line between two points not more than 10m apart, shall not exceed 1:2000 for S<sub>f</sub> (or S<sub>a</sub>), and 1:500 for S<sub>c</sub>.
- 6.12.6.5. On curves, including transitions, the offset midway between any 2 points 10m apart shall not differ from the design offset by more than 2.5mm plus 5% of the design offset for S<sub>f</sub> and 2.5mm plus 20% of the design offset for S<sub>c</sub>.
- 6.12.7. Ballast Profile
- 6.12.7.1. The ballast profile shall be within a tolerance of 25mm for ballast height, and within 65 mm of ballast width, specified in Annexure 4 Sheet 1 of 4 of the Manual for Track Maintenance
- 6.12.7.2. Should the Supervisor permit, any excess ballast should be placed on the shoulders of the cross

sectional profile. The ballast profile shall be formed to provide maximum protection against kick-outs. All available ballast shall be utilised to form part of the ballast profile. For curved track, excess ballast shall be placed and formed on the shoulder of the high leg. Where there is a shortage of ballast and the *Contractor* was required by *TFR* to continue work, any lift of track shall be restricted so as to ensure sufficient ballast both under the track and to the sides to ensure safe and proper compaction and safeguard against kick-out of track.

6.12.7.3. No material or ballast distributed by the *Contractor's* operations shall be left in the drains and no ballast shall remain beyond the toe of the ballast profile such that the depth of ballast stones remaining is more than 60mm, except where there is ballast in-fill between multiple tracks.

6.12.7.4. Additional ballast placed in the ballast profile as a result of any lowering of the track shall be shaped on to the shoulder of the ballast profile.

#### 6.12.8. Measurements

6.12.8.1. The *Supervisor* shall on completion of each project inspect and measure each completed project for purposes of verifying quality for payment purposes.

6.12.8.2. Track geometry shall be finalised to the *TFR* A-Standard.

6.12.8.3. The *Contractor* shall, over the total length of finalised track, take and record all measurements required to determine the standard in both phases (that is for Sc and Sf) and hand it to the Supervisor for checking. Measurements may be taken manually and/or by electronic means.

6.12.8.4. Measurements taken manually for the vertical alignment shall be made with a level similar to the Geismar type. Or other approved means of ensuring quality.

6.12.8.5. Deviation from a straight line (slack): Determine positions by visual means and quantifies by Geismar type level. Measurements shall be taken along the top of the rail before and after the points of deviation.

6.12.8.6. Cant and rate of change of cant: Measure cross level every five metres.

6.12.8.7. Measurement for the horizontal alignment shall be made with a nylon line on the running side of the reference rail at two points 10 metres apart and a feeler gauge calibrated in 1mm intervals.

6.12.8.8. Each deviation between the two points on straight track, 10 metres apart, shall be measured by inserting a feeler gauge between the nylon line and the rail at the centre of the deviation. The number of sleepers between the beginning and end of the deviation shall be recorded as instructed by the Supervisor. All unacceptable measurements caused by permanent defects in the rail, that are impossible to eliminate, and as notified to the Supervisor, shall be excluded. These measurements shall be recorded in the *Site* diary.

6.12.8.9. Curved track shall be marked out at 5-metre intervals and each mark shall become a measuring station. Track standard shall be determined by measuring and recording the offset at each station from the 10-metre chord strung between adjacent measuring stations. All unacceptable measurements

caused by permanent defects in the rail, that are impossible to eliminate, and as notified to the Supervisor, shall be excluded. These measurements shall be recorded in the *Site* diary.

6.12.8.10. Compliance with the standards of workmanship and accuracy will be calculated from these measurements.

6.12.9. Measurement of Contact Wire Height & Stagger

6.12.9.1. The standards for structural gauge shall be adhered to The *Contractor* shall verify the structural gauge parameters himself and adhere to the specified standards.

6.12.9.2. The height of the contact wire shall be measured after the final tamp at both sides of all overhead bridges, as well as level crossings. Heights below or above the allowable limit quoted will not be acceptable.

6.12.9.3. The stagger of the contact wire, (offset from the perpendicular on the track centre line) shall be measured after the final tamp at all support structures, pull-off and knuckle points, as well as at mid-span on all curves. Where more than one contact wire exists, the stagger of the innermost wire shall be measured. The stagger on both the through and turnout lines of sets of points shall be checked, when turnouts are tamped.

6.12.9.4. Contact wire height and stagger measurements shall be reported to the Supervisor in writing (or computer printout) at the end of each shift. Measurements exceeding the allowable limits specified shall be immediately reported to *Transnet Freight Rail* for rectification. Each measurement shall indicate the mast location number as well as the relevant track section number.

6.12.9.5. Alignment and height of OHTE shall be continuously measured. The accuracy of contact wire height measurements shall be  $\pm 10\text{mm}$  and the contact wire stagger measurements shall be  $\pm 20\text{mm}$ .

6.12.9.6. All overhead clearance and stagger measurements are to be done electronically with a Rail rod. The rail rod should be calibrated once every 12 months unless found to be inaccurate. A calibration certificate shall be available on *Site* at all times. Random checks by *TFR* electrical measuring staff will be carried out by *TFR* to ensure the accuracy of measurements

**7. HEALTH AND SAFETY**

7.1. The *Contractor* shall comply with all applicable legislation as well as Transnet Safety requirements. The cost for such compliance shall be borne by the *Contractor* and shall be deemed to have been allowed for in the rates and prices of the Contract. Specifically important in this regard is compliance with:

- TFR Safety Guidelines for Infrastructure (Latest Edition).
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- The Occupational Health and Safety Act (Act 85 of 1993).
- TFR Specification E.4E, SHE Specification for Contractors
- Basic Conditions of Employment Act as well as all other relevant labour legislation.
- TFR Specification for Work on, under or adjacent to Railway Lines and near high Voltage Equipment – E7/1.

7.2. The *Contractor* shall also comply with all other safety requirements, regulations and guidelines of Transnet applicable to the nature of work carried out under the Contract and shall obtain the particulars thereof from the Service Manager.

7.3. A formal risk assessment on the entire sleeper replacement process has been conducted by *TFR* and the under mentioned safety critical risks have been identified. The *Contractor* shall conduct his own formal risk assessment on the entire sleeper replacement process offered by him and add any additional risks identified by him, to this list.



- 7.4. The *Contractor* is required to prepare and submit with his tender a comprehensive safety case in accordance with the requirements of Act 85 and the Construction Regulations.
- 7.5. The *Contractor* shall specify in his safety case the list of all risks identified by *TFR* together with any additional risks identified by his own risk assessment and indicated specific rules, processes, methods and designs of how he intend to mitigate these risks should he be awarded the contract.
- 7.6. Safety Critical Risks identified by *TFR* for the sleeper replacement machine and associated works and activities are:
- Occupation - double line occupation
  - Executing work on one line while a normal train service is running on adjacent line/s
  - Excessive Working hours
  - Working at night
  - Emergency procedure – to stop process due to wagon or equipment failure
  - Material handling and working near or under live OHTE equipment: 50kV, 25 kV and 3.3kV
  - Staging the accommodation units of workers in yards in proximity of live OHTE and lines on which rail traffic runs continuously.
  - Danger area
  - Competent operators
  - Train driver/operator/ interaction/competency
  - Site conditions
  - Infrastructure equipment damage
  - Machine working on sharp curves and steep gradients
  - Machine working on embankments and in cuttings
  - Machine working on fouled ballast
  - Clearances
  - Maximum and minimum temperatures
  - Precipitation
  - Integrity, i.e. Rolling stock structure, drawgear, brakes, wheels; and machine structural integrity
  - Unauthorised access
  - Use of various petrol and electrically driven small plant within team context i.e. disk cutters, MP12 and MC2 rail grinders, rail drills, hand held tampers, generators and associated electric equipment, joggle plates and joggle clamps etc.
  - Environmental pollution/damage
- 7.7. The *Contractor* shall report all the incidents to the *Service Manager*, the type of injuries sustained as well as quantifying delays or impact on production per incident in minutes. The production loss due to injuries to *Contractor's* staff shall be compensated to the *Employer's* equivalent to the sleepers lost.
- 7.8. Safety Compliance**
- 7.7.1 The *Contractor* shall prepare and implement a comprehensive health and safety plan covering all relevant legal safety aspects for their work teams. It shall include details of the *Site* management structures, all safety legal appointments as well as the written safe working procedures for all equipment used on *Site* taking into account the above risk assessments.
- 7.7.2 The *Contractor* shall be responsible to ensure the use of only technically competent trained staff on all types of work.
- 7.7.3 The Health and Safety plan together with all supporting documentation shall at all times be available in a health and safety file on site for compliance audit.
- 7.7.4 The *Contractor* shall ensure that all *Site* staff are trained and inducted in the written safe working procedures for all equipment used on *Site*.

- 7.7.5 The *Contractor* shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the *Site* Diary before the start of every shift.
- 7.7.6 The *Contractor* shall be responsible to ensure that *Site* staff is always competently trained with regards to Electrical Awareness Training and such training material should be acknowledged and approved by the Employer's School of Rail.
- 7.7.7 The *Contractor* shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area supervisors and contract supervisor's *Site* staff are always competently trained with regards to PWC Electrical Educational Training.
- 7.7.8 The *Contractor* shall also be responsible to ensure that contract managers in charge of *Sites* are always competently trained with regards to COM Competency Electrical Training (to follow onto PWC Training).
- 7.7.9 Non-compliance with safety requirements will result in an immediate suspension of work without payment.
- 7.7.10 Non-compliance with environmental requirements such as oil spillages, waste, will result in penalties being levied against the *Contractor*. The *Employer* will appoint a private company to make the situation good and claim compensation from the *Contractor*.

## **8. TRAINING**

- 8.1. The *Contractor* shall ensure that all staff working on or with the contract is adequately trained, so as to comply with any relevant safety and quality requirements.
- 8.2. It is the *Contractor's* responsibility to ensure that his staff is trained. At the commencement of the contract, *Transnet Freight Rail (TFR)* shall assist the *Contractor* with the initial on-the-job training for the staff as specified below, so as to assist the *Contractor* to qualify the worker's / staff. The *Contractor* shall ensure that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks.
- 8.3. Where training is required by the *Contractor* and *Transnet Freight Rail (TFR)* is committed to provide training, the *Contractor* shall qualify his tender as to what and how many staff, training will be required for. After award of the contract, the *Contractor* shall then arrange with the appropriate *Transnet Freight Rail (TFR)* Perway Production manager, through the *Supervisor*, for this training / testing.
- 8.4. Training of Track Workers: At the commencement of the contract, assistance with the training, to qualify the *Contractors* workers to perform the following tasks shall be given:
- Track work (Level crossing blocks, cattle guards, sleeper & clip replacement / fastening, lubricators, flagmen, ballast boxing etc.).
  - Quality measurements as required for track work.
- 8.5. Training of Track Inspectors, Track Masters and or Trade hands (Perway): This training shall be solely the responsibility of the *Contractor*. Only fully qualified people shall be used by the *Contractor* for these positions. The *Contractor* shall ensure that staff used, do comply with requirements for the industry.
- 8.6. **Training of Flagmen**
- 8.6.1. The appropriate training for the flagmen provided by the *Contractor* can be provided by *Transnet Freight Rail (TFR)* at the start of the contract.
- 8.6.2. *Transnet Freight Rail (TFR)* requires flagmen, and the pre-requisites for such persons to qualify to be trained, shall be basic literacy skills and Basic English language ability.



**TRANSNET FREIGHT RAIL****CONTRACT: SIC23043CIDB / HOAC-VAR-45786****DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT HIGH PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE**

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8.6.3. *Flagmen* shall be officially trained, evaluated and certified competent, (*Transnet Freight Rail (TFR) 407 – Item Number 37/270451 - "Certificate of Competency"*) by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for one (1) year only after, which re-testing and re-certification of competency will be required.

8.6.4. In cases where a person was not performing flagmen duties for a period of 6 months or longer, he shall be re-tested and again be re-certified competent, before he may be re-used for Protection Duties.

**8.7. Training of Bonders**

8.7.1. Bonders removing, replacing or repairing damaged bonds, shall be trained to ensure that only work, which they are trained and allowed to do, is done by them.

8.7.2. The initial training of bonders for this contract can be arranged for with the Employer's accredited electrical trainer, through the Supervisor as specified above in this clause.

8.7.3. Bonders shall be required to be trained for Electrical Permanent Way Competency and be trained to do WHAM bonding and bonding according to electrical specifications, instructions and drawings manual CEE 0059.84 and CEE0060.84, where applicable.

8.7.4. Follow up training of bonders shall be responsibility of the Contractor

**8.8. Electrical Awareness, Educational and Competency Training**

8.8.1. The electrical awareness training shall be arranged for before any work commences.

8.8.2. In order to mitigate the risk of workers coming in contact with live OHTE, all SRM crew who have to work on the train in close proximity of OHTE shall be trained and qualified.

8.8.3. The electrical educational and competency training may be arranged for at either a depot's lecture room (*Transnet Freight Rail (TFR) property*), or at a venue of the *Contractors* choice (*Contractors cost*).

8.8.4. The Accredited Electrical trainer from *Transnet Freight Rail (TFR)* will be provided by *Transnet Freight Rail (TFR)* at *Contractors cost*, an arrangement for the training session required, is done beforehand and will fit in with the trainers training program for the year.

8.8. The Contractor will not be allowed to commence any work before going through the training below:

Type of Training	Staff required to undergo training	Estimated duration of training	Location of training	Trainer to conduct training at start of contract	Alternative trainer to conduct training at contract start	Future Refreshment training
Induction	All contract staff including new entrants. Start of work at any new depot	+/- 2 hours	Depot where work starts	<i>Employer's Service Manager</i> or Track inspector	New recruits: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Electrical awareness	All contract staff including new entrants	+/- 2 hours	Depot where work starts	<i>Employer's</i> Depot's electrical officer or accredited trainer	New recruits: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
PWC (Electrical)	<i>Service Managers, Operators, fitters, Technicians &amp; Workers</i> supporting fitters, working in risky OHTE areas.	2 days	Depot where work starts	<i>Employer's, Esselen Park</i> or Depot accredited trainer, or <i>Employer's</i> hired accredited trainer: By appointment at depot*	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Competency (Electrical)	<i>Service Managers</i> (Follow up training in PWC)	1 day	Depot where work starts	<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer: By appointment at depot*	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Flagmen Training	Flagmen and standby flagmen	5 days		<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer: By appointment at depot	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Bonder Training	Bonder	5 days		<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer: by appointment at depot*	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.

8.9. The crew time, transport and accommodation cost related to training will be for the Contractor's account. The crew members proposed to for this training shall as minimum requirement be literate in terms of reading, writing and speaking of Basic English.



## PART 4: AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

- Is affected by the work of the *Contractor* used by the *Contractor* in Providing the Service
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of the Affected Property.

### 1. Description of the Affected Property and its surroundings

#### 1.1. General description

The contract area will be all track owned, or maintained, by Transnet Freight Rail country wide, in addition to neighbouring countries. The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas. The railway tracks are located in areas of varying horizontal and vertical dimensions of the land surface. In some areas, tracks fall in deep cuttings as well as in high embankments.

#### 1.2. Existing buildings, structures, and plant & machinery on the Affected Property

There are fixed assets that are situated alongside the linear state of the railway infrastructure. These structures are but not limited to; bridges, platforms, culverts and track side components. The Contractor shall ensure that all the works being carried out does not deform the existing structures.

#### 1.3. Subsoil information

The employer shall conduct site investigations well in advance to determine the engineering behaviour earth materials. The findings obtained from the site investigations will be detailed in a report that is provided to the contractor before the start of the project. The Contractor will execute the project based on the recommendations detailed from the site investigation report.

#### 1.4. Hidden services

There are underground services that were previously erected and the as-built data to locate such services will be utilised. There are situations where the as-built data cannot be traced and in such situations, activities must be carried out with caution. During the execution phases of the project, there is a possibility of disruption of such hidden services. These services include conduits (oil, water and sewage), electrical cables and any other structure that may be present. The employer shall inform the contractor through a baseline risk assessment of any possibilities in anticipation.

#### 1.5. Other reports and publicly available information

The Employer shall provide all the sites where the sleepers will be replaced. The Employer will also provide maps, locations and reports as and when required.

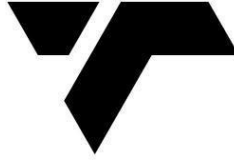
**TRANSNET FREIGHT RAIL**

**ENQUIRY: SIC23043CIDB / HOAC-VAR-45786**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER  
REPLACEMENT HIGH PRODUCTION MACHINE ON AN "AS AND WHEN REQUIRED" BASIS COUNTRYWIDE**

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**TRANSNET**



**(REGISTRATION NO.1990/000900/30)**

**TRADING AS  
TRANSNET FREIGHT RAIL**

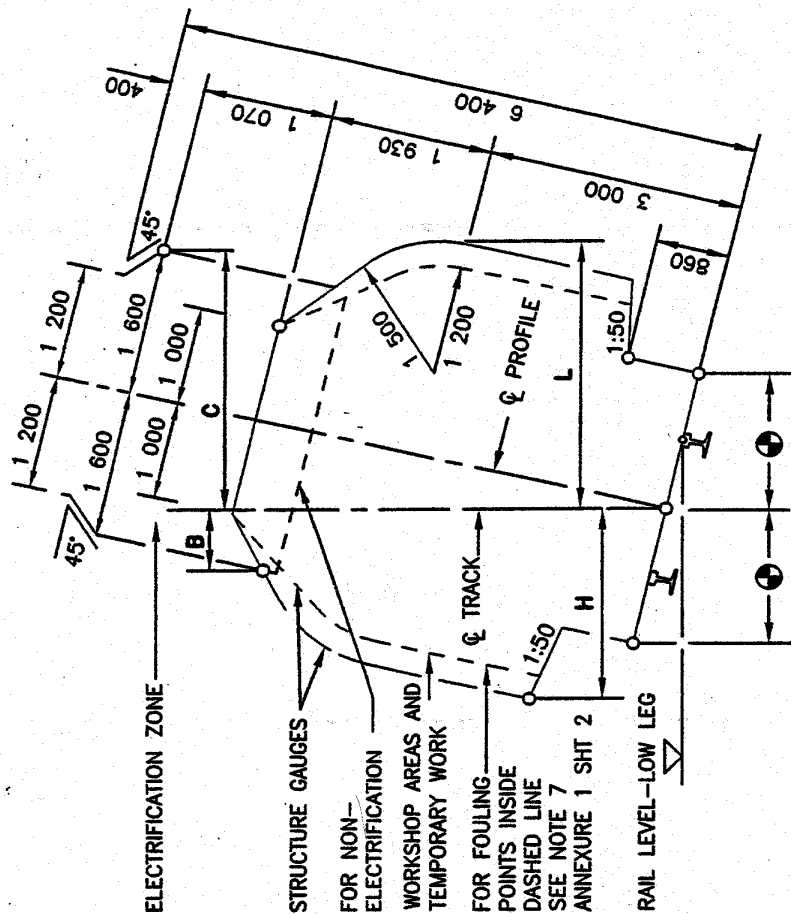
**ADDENDUM NO. 1  
TO THE  
SECONDARY AND GENERAL SPECIFICATIONS  
OF THE CONTRACT**

- 1) Where ever the word "South African Transport Services" or "Spoornet" appears in these specifications, please replace it with "Transnet Freight Rail".
  
- 2) Where ever the words "Technical Officer" appear in these specifications, please replace with "Supervisor".



ANNEXURE 1  
SHEET 1 of 5  
AMENDMENT

HORIZONTAL CLEARANCES :  
1 065mm TRACK GAUGE



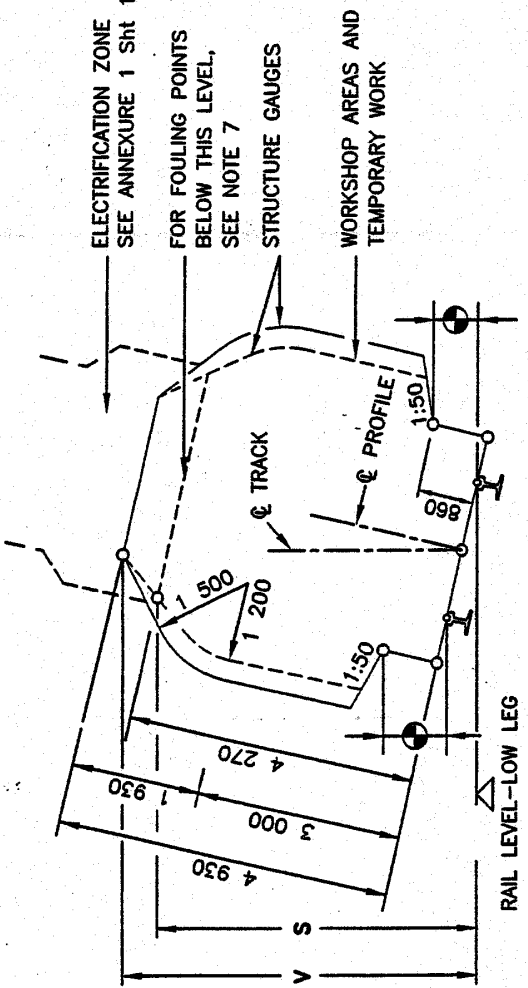
RADIUS (m)	WITH CANT		NO CANT		WITH CANT	
	H (mm)	L (mm)	H & L	B (mm)	C (mm)	C (mm)
90	2 730	3 090	2 780	1 130	2 100	2 100
100	2 700	3 030	2 750	1 140	2 050	2 050
120	2 650	2 970	2 700	1 160	2 010	2 010
140	2 620	2 920	2 660	1 175	1 990	1 990
170	2 590	2 870	2 630	1 190	1 970	1 970
200	2 570	2 820	2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

REMARKS:

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

ANNEXURE 1  
 SHEET 2 of 5  
 AMENDMENT

VERTICAL CLEARANCES :  
 1 065mm TRACK GAUGE



LOCATION	RADIUS (mm)	ELECTRIFIED (PRESENT OR FUTURE)	
		3KV & 25KV (mm)	50KV (mm)
* OVER OR NEAR POINTS AND CROSSING IF REQUIRED BY ELECTRICAL IRRESPECTIVE OF RADIUS	100	4 470	5 400
	300	4 410	5 370
	600	4 370	5 350
	1 000	4 350	5 340
	1 500	4 310	5 310
	2 000	4 290	5 290
	>3 000	4 270	5 280
ALL AREAS OTHER THAN THOSE INDICATED BY * BELOW		5 650	6 000

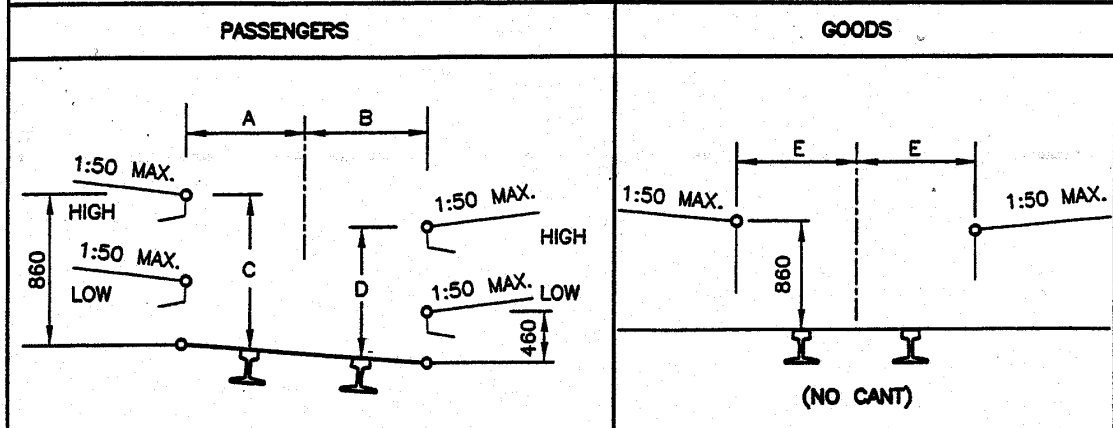
**REMARKS:**

- V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
- S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
- INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
- FOR APPLICATION AT CURVES
  - 1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
  - 2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
  - 3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 15m ALONG STRAIGHTS.
- NEW STRUCTURES: SEE BRIDGE CODE.
- TUNNELS: SEE DRAWING BE 82-35.
- FOULING POINTS: SEE CLAUSE 8.1.
- CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21.2m VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

ANNEXURE 1  
 SHEET 3 of 5  
 AMENDMENT

CLEARANCES : PLATFORMS

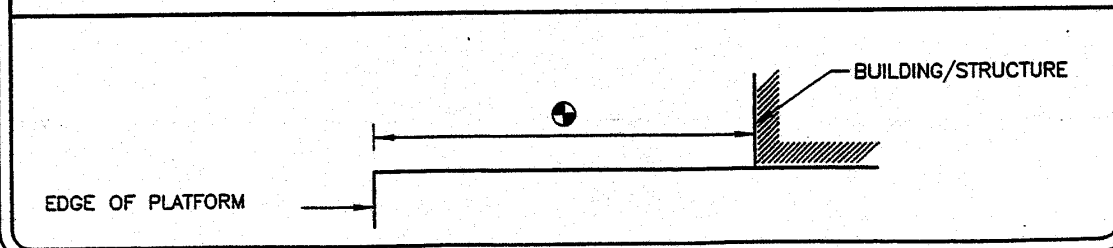
PLATFORMS : TRACK GAUGE 1 065mm



RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	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:**
- NO CANT TO BE APPLIED EXCEPT WHEN THE GOODS PLATFORM IS ON A RUNNING LINE.
  - INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
  - 8m TO MAIN STATION-BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
  - TOLERANCES : SEE CLAUSE 8.0.10.

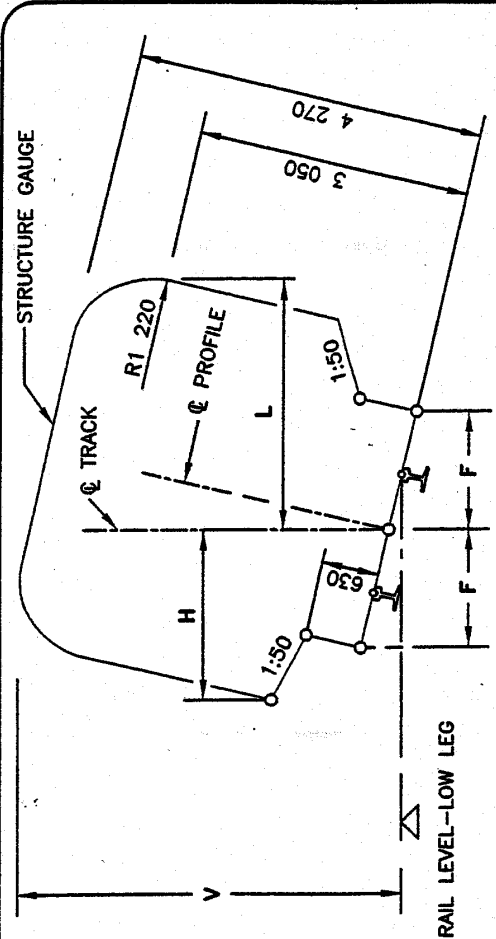
STRUCTURES ON PLATFORMS : 1 065mm AND 610mm TRACK GAUGE





ANNEXURE 1  
 SHEET 5 of 5  
 AMENDMENT

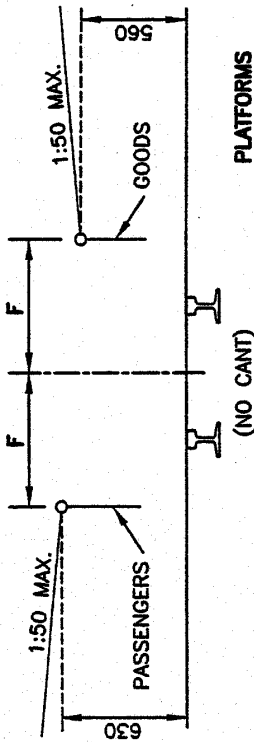
CLEARANCES : 610mm TRACK GAUGE



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	V (mm)
	H (mm)	L (mm)	H & L (mm)	
50	2 370	2 490	2 400	4 320
70	2 310	2 420	2 330	4 310
100	2 260	2 370	2 280	4 310
140	2 220	2 340	2 250	4 310
200	2 200	2 300	2 220	4 300
300	2 190	2 270	2 200	4 300
500	2 180	2 230	2 190	4 290
700	2 170	2 200	2 180	4 270
1 000	2 170	2 170	2 170	4 270
>2 000	2 160	2 160	2 160	4 270

CLEARANCES



**REMARKS:**

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





## **Mandatory Agreement**

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 (AS AMENDED)

### **AGREEMENT WITH MANDATORY**

In terms of Section 37(1) & (2)

### **WRITTEN AGREEMENT ENTERED INTO AND BETWEEN**

**Transnet SOC Ltd**

(Hereinafter referred to as the Employer)

**AND**

-----

(Hereinafter referred to as Mandatory (Principal Contractor))

**Compensation Fund Number** :

**Project Name** :

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## 28. HEADING

### PREAMBLE

**WHEREAS** section 37(1) & (2) of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have an agreement in writing to ensure compliance by a mandatory in line with the provisions of the Act.

**AND WHEREAS** Transnet SOC Ltd requires the services of the Contractors to execute certain projects within its workshops.

**AND WHEREAS** TRANSNET SOC LTD can be better served by Contractors who have the infrastructure, specialist employees and expertise to execute such projects at the highest level of efficiency on short notice.

**NOW THEREFORE the parties agree as follows;**

## 1. DEFINITIONS

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- 1.1 "Act" means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 "Agreement" means this Mandatory agreement;
- 1.3 "Contractor" means the Mandatory;
- 1.4 "COID Act" means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.5 "Effective Date" means the date of signature of this Agreement by the last party signing hereto;
- 1.6 "Employer" refers to TRANSNET SOC LTD;
- 1.7 "Mandatory" means an agent, Contractor or sub-contractor for work, but without derogating from the status in his own right as an employer or user;
- 1.8 "Parties" means TRANSNET SOC LTD and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.9 "Principal Contract" means the appointed contractor whereby such contractor has to provide goods and or services to TRANSNET SOC LTD.
- 1.10 "Regulations" means regulations promulgated in terms of the relevant legislation.
- 1.11 "Section" means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.12 "Services" means the services to be provided by the Contractor to TRANSNET SOC LTD.
- 1.13 "TRANSNET SOC LTD" means Transnet Group and all its operating divisions and Specialist units with (Registration No. **1990/000900/06**), a public company incorporated in accordance with the company laws of the Republic of South Africa;

## 2. INTERPRETATION

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

### **3. REPORTING**

- 3.1 The Mandatary and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Risk Manager and/or a Project Manager and/or a representative designated by the Employer prior to commencing the work at the premises of the Employer.

### **4. WARRANTY OF COMPLIANCE**

- 4.1 In terms of this Agreement the Mandatary warrants that he agrees to any of the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 4.2 The Mandatary further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

### **5. APPOINTMENTS AND TRAINING**

- 5.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatary shall immediately be provided to the Employer.
- 5.2 The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to the work to be done on the premises of the Employer and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.3 Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

## **6. SUPERVISION, DISCIPLINE AND REPORTING**

- 6.1 The Mandatary shall ensure that all work performed on the Employer's a premise is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.
- 6.2 The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of such conditions and that he in turn immediately reports these to the Employer and/or his representative.

## **7. ACCESS TO THE OHS ACT**

- 7.1 The Mandatary shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatary and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

## **8. COOPERATION**

- 8.1 The Mandatary and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into any occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his responsible persons shall make available to the Employer and his representative, on request, all and/or any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Mandatary shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 9.2 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with such other safe work practices as prescribed by the Employer and that his responsible persons and employees adhere to such safe work practices.
- 9.3 The Mandatary shall ensure that work for which any permit is required by the Employer is not performed by his employees prior to the Employer obtaining such permit from the Mandatary.

## **10. HEALTH AND SAFETY MEETINGS**

- 10.1 If required in terms of the OHS Act, the Mandatary shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, provide health and safety representatives to attend the Employer's health and safety committee meetings.

## **11. COMPENSATION REGISTRATION**

- 11.1 The Mandatary shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of **COID Act**, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover remain in force while any such employee is present on the premises.

## **12. MEDICAL EXAMINATIONS**

- 12.1 The Mandatary shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

## **13. INCIDENT REPORTING AND INVESTIGATION**

- 13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

## **14. SUBCONTRACTORS**

- 14.1 The Mandatary shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.1.1 The Mandatary shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 14.1.2 The Mandatary shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
- 14.1.3 The Mandatary shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.
- 14.1.4 The Mandatary shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

## **15. SECURITY AND ACCESS**

- 15.1 The Mandatary and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatary shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.2 The Mandatary and his employees shall not enter any area of the premises that is not directly associated with their work.
- 15.3 The Mandatary shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the Employer's premises.

## **16. FIRE PRECAUTIONS AND FACILITIES**

- 16.1 The Mandatary shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the Parties may mutually make arrangements for the provision of such facilities.

- 16.2 The Mandatary shall further ensure that all his employees are familiar with fire precautions at the premises, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

## **17. ABLUTION FACILITIES**

- 17.1 The Mandatary shall ensure that an adequate supply of ablution facilities are provided for his employees performing work on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

## **18. HYGIENE AND CLEANLINESS**

- 18.1 The Mandatary shall ensure that the work site and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## **19. NO NUISANCE**

- 19.1 The Mandatary shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 19.2 The Mandatary shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatary or any tenants. Where such situations are unavoidable, the Mandatary shall give prior notice to the Employer.

## **20. INTOXICATION NOT ALLOWED**

- 20.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

## **21. PERSONAL PROTECTIVE EQUIPMENT**

- 21.1 The Mandatary shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

## **22. PLANT, MACHINERY AND EQUIPMENT**

- 22.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 22.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks in terms of health and safety when properly used.

## **23. NO USAGE OF THE EMPLOYER'S EQUIPMENT**

23.1 The Mandatary hereby acknowledges that his employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of such materials, machinery or equipment, have access thereto.

## **24. TRANSPORT**

24.1 The Mandatary shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Mandatary shall ensure that all drivers shall have relevant and valid driving licenses and the Mandatary shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

## **25. CLARIFICATION**

25.1 In the event that the Mandatary requires clarification of any of the terms or provisions of this Agreement, he should take the necessary steps to contact the Risk Manager of the Employer to obtain such clarification.

## **26. DURATION OF AGREEMENT**

26.1 This Agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Employer's premises.

## **27. NON COMPLIANCE WITH THE AGREEMENT**

27.1 If the Mandatary fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the mandatory 7 (seven) days written notice to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the mandatory may have in law,

271.1 to suspend the main Agreement; or

27.1.2 To claim immediate performance and/or payment of such obligations.

27.2 Should mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

## **28. HEADINGS**

The headings as contained in this Agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this Agreement.



**Thus done and signed**

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
**For and on behalf of the Employer**

**Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
**for and on behalf of the Mandatary**

**Witnesses:**

3. \_\_\_\_\_

4. \_\_\_\_\_

**To Whom It May Concern,**

**CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE**

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2022 to 31 March 2023 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) P O Box 72501, Parkview, 2122

**CONTRACT WORKS INSURANCE**

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement;

transporters and persons providing a storage facility, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:** any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

**Insured Contracts :** All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

#### Definitions

1. "Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
- (a) Works below ground level; and*
  - (b) Tunnelling machinery below ground level; and*
  - (c) A tunnelling crew operating the machinery below ground level;*
  - (d) But shall not include Horizontal Directional Drilling Contracts*
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Communicable diseases

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril no defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000



R500,000,001 to R1,000,000,000      R150,000      R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

## PUBLIC LIABILITY

Cover Provided : Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

Insured Contracts: All projects (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding project works;**

- a) which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline’s logistical support for inline inspections and identification of defects in respect of Transnet’s pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft; and
- f) being Off-shore contracts

“Off-shore contracts” means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected

directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Emergency Medical Expenses	R5 000 000 any one occurrence
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and R150 000 Removal of Support.

Main Policy Exclusions :

The policy does not cover:

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Excluding unfair dismissal
- Data exclusion
- COVID Exclusion

**PROFESSIONAL INDEMNITY**



Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132337

Jurisdiction : Worldwide excluding North America

Insured Contracts: All projects (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding project works:**

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) in or on any aircraft.
- f) Being Off-shore contracts

"Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity: Professional Indemnity - \*R100,000,000 in the aggregate during the policy period of insurance.

\*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.





Policy Extension  
Limits Of Indemnity:

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.



- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Data exclusion
- State Capture exclusion
- COVID exclusion
- Directors & Officers Exclusion

**This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.**

Dennis Govender

Chief Broking Officer