



TFR, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BLE/52151

**FOR THE SUPPLY OF: SUPPLY AND INSTALL CABLES TO TUNNEL LIGHTS IN
TUNNEL 3 AND TUNNEL 4 AT HEXRIVER NEAR DE
DOORNS.**

FOR DELIVERY TO: TRANSNET FREIGHT RAIL

ISSUE DATE: 12 February 2013

CLOSING DATE: 26 February 2013

CLOSING TIME: 10H00



RFQ BLE/52151

SCHEDULE OF DOCUMENTS

Supply and install cables to tunnel lights in Tunnel 3 and Tunnel 4.

Section

1. Notice to Bidders
2. Quotation Form
3. Standard Term and conditions for the supply of Goods and/or Services to Transnet
4. General bid conditions – appendix (i)
5. Standard term and conditions of contract (services) Appendix (ii)
6. Vendor application Form.

Annexures:

E4E document

Annexure A – Special Conditions

Annexure B - Project Specifications

Annexure C – Measurements and payment

Annexure D - Schedule of quantities and prices

Annexure E - Schedule of applicable specifications, instruction.

Annexure F – Engineering Instruction.

Annexure G – Technical Railway Engineering Specification

Section 1

NOTICE TO BIDDERS

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

A briefing session will be conducted on the 19 February 2013, time 10:00 at the Hexriver Tunnel outside De Doorns, for a period of ± one hour. **(Respondent to provide own transportation and accommodation).**

Respondents arriving late will not be accommodated.

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

Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.

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

RFQ No	: BLE 52151
Description	: SUPPLY AND INSTALL CABLES TO TUNNEL LIGHTS IN TUNNEL 3 AND TUNNEL 4.
Closing date	: 26 February 2013
Closing time	: 10:00

DELIVERY INSTRUCTIONS FOR THIS RFQ

If posted, the envelope must be addressed to the Secretary, Local Acquisition Council, P.O. Box 2986, Bellville, 7535, and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.

If delivered by hand, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Transnet Park Building, Modderdam road, Bellville, and should be addressed as follows:

THE SECRETARY
LOCAL ACQUISITION COUNCIL
TRANSNET PARK BUILDING
MODDERDAM ROAD
BELLVILLE

It should also be noted that the above tender box is located at the main entrance and is if dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretary, Local Acquisition Council.

1 Responses to RFQ

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

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

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

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Proposals will be evaluated on price which will be allocated 90 points and preference which will be allocated 10 points, dependent on the value of the Goods or Services
- The 90/10 preference point system applies where acquisition of the Goods will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFP will be cancelled.

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

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

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

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- d) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- e) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

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

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

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

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

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

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

[Refer Section 4, Vendor Application Form, for Returnable Documents required]

3 Communication

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

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

Name: Doepie du Preez.

Email: Doepie.dupreez@transnet.net

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

Telephone 021 940-3826

Email Doepie.dupreez@transnet.net

4 Tax Clearance

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

5 VAT Registration

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

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

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

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

13 Evaluation Criteria

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

- Administrative responsiveness - Completeness of response and returnable documents
- Substantive responsiveness – Prequalification criteria, if any, must be met
- Weighted evaluation based on 90/10 preference point system:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

Transnet will utilise the following formula in its evaluation of Price:

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

Where:

Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 $Pmin$ = Price of lowest acceptable Bid

- B-BBEE status of company

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

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

14 Validity Period

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

This RFQ is valid until _____.

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

15 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

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

YES ☐ NO ☐**18 Returnable Documents**

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

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

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

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

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

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

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet 	
SECTION 5 : Vendor Application Form	
<ul style="list-style-type: none"> - Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> - Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> - Certified copy of Certificate of Incorporation [CM29/CM9 name change] 	
<ul style="list-style-type: none"> - Certified copy of share certificates [CK1/CK2 if C.C.] 	
<ul style="list-style-type: none"> - Entity's letterhead 	
<ul style="list-style-type: none"> - Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> - Certified copy of valid Company Registration Certificate [if applicable] 	
<ul style="list-style-type: none"> - A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures 	
<ul style="list-style-type: none"> - Letter of good standing – Issued by Compensation Commissioner 	

Section 2

QUOTATION FORM

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

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

Price Schedule

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

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

Notes to Pricing:

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

Section 3

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures goods or services specified in the Order [collectively, the Products] from the person to whom the Order is addressed [the Supplier/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

19 CONFORMITY WITH ORDER

Products/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Products/Services shall be fit for their purpose and of satisfactory quality.

20 DELIVERY AND TITLE

20.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

20.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

20.3 If on delivery, the Products/Services do not conform to the Order, Transnet may reject the Products/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

21 PRICE AND PAYMENT

21.1 Prices specified in an Order cannot be increased. Payment for the Products/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

21.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

22 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products/Services or any written material provided to Transnet relating to any Products/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) Procure for Transnet the right to continue using the infringing Products; or
- b) Modify or replace the Products/Services so that they become non-infringing,

Provided that in both cases the Products/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Products/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Products/Services after Supplier's/Service Provider's prior written request to remove the same.

23 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

24 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

25 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

26 TERMINATION OF ORDER

- 26.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 26.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 26.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 26.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

27 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

28 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Products/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Products/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

29 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

30 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

31 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

32 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

33 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 22, 23, **Error! Reference source not found.**, 24 and 28. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall

not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

34 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

PREVIEW COPY ONLY

Respondent's Signature

Date & Company Stamp

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

SIGNED at _____ on this _____ day of _____ 20____

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

Respondent's contact person: *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

Transnet urges its clients, suppliers and the general public

To report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056

Respondent's Signature

Date & Company Stamp

Section 4

General Bid Conditions - Appendix (i)

This Appendix (i) is not attached, this document is available on request.

PREVIEW COPY ONLY

Respondent's Signature

Date & Company Stamp

Section 5

Standard term and conditions of contract (services) - Appendix (ii)

The Appendix (ii) is not attached; this document is available on request.

PREVIEW COPY ONLY



Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

NB: **• Failure to submit the above documentation will delay the vendor creation process.**
• Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,

Transnet Vendor/Supplier Management .Contact person Carol: tell: 021 940-3846 fax 021 940-3883.



Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name		Bank Account Number					
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity		Public		Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate		Yes		No			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate		Yes		No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
Duty 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.					

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

Transnet Vendor/Supplier Management .Contact person Carol: tell: 021 940-3846 fax 021 940-3883

SUPPLY AND INSTALL CABLES TO TUNNEL LIGHTS IN TUNNEL 3 AND TUNNEL 4

1. SPECIAL CONDITIONS OF CONTRACT

1.1 Sufficiency of Tender

- 1.1.1 Tenderers shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. This document shall be used by Tenderers to elaborate on their response to a clause.
- 1.1.2 Where equipment offered does not comply with standards or publications referred to in any of the specifications, Tenderers shall state which standards of specifications apply and submit a copy of the applicable specification and or standard in English.
- 1.1.3 Any drawings and information required by Transnet but not included in the specification shall be furnished on request.
- 1.1.4 All relevant information of the material used for the installation shall be submitted with the tender document including the technical specification.
- 1.1.5 Transnet reserves the right to inspect the tenderer's facilities prior to awarding the contract in order to ensure that it is suitable for the type of repair required.
- 1.1.6 The Contractor shall indicate at the tendering stage what steps have been taken to implement a Quality System in terms of ISO 9002 and shall submit such a Quality Plan.
- 1.1.7 Incomplete tenders will be automatically disqualified.

1.2 Duration of contract

- 1.2.1 The contract will commence within 14 days of acknowledgement of receipt of the notification of acceptance of tender with Transnet Freight Rail.
- 1.2.2 The contract will be completed within 2 weeks of acknowledgement of receipt of the notification of acceptance of tender with Transnet Freight Rail.

1.3 Compliance with statutes

- 1.3.1. The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Instructions, Acts etc;
 - SANS 1019 Standard voltage, current and insulating level for electrical supply
 - The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).

- The Occupational Health and Safety Act (Act 85 of 1993)
- Common law of nuisance

1.4 Maintenance period

A maintenance period of 12 months after the date of completion of the works will be instituted to ensure that installation works has been properly done. Contractor shall repair any defects within two weeks from the date of such notification of the defect(s).

1.5 Penalties for late completion

A penalty fee for late completion of R1000 per calendar day shall be levied.

1.6 To be provided by Transnet Freight Rail

NIL

1.7 To be provided by the contractor

- 1.7.1 In addition to all labour, water, materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees. No accommodation shall be erected or utilised on Transnet Freight Rail property.
- 1.7.2 The Contractor shall provide safe and secure storage facilities for all tools, machineries plant equipment brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals and equipment. Such storage facilities shall not be on Transnet Freight Rail property.
- 1.7.3 The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area. No persons may stand or walk within 5m of the centre of the track.
- 1.7.4 The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to warn people on time working on site on approaching rail traffic.
- 1.7.5 An effective safety procedure to be followed by all personnel on any work site shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

1.8 Schedule of quantities and prices see ANNEXURE D.

- 1.8.1 The quantities in the Service and Cost are estimated and may be more or less than stated.
- 1.8.2 The tenderer shall price each item. If the Contractor has omitted to price any items in the Schedule, the cost of the work included in such items will be held to be included in the price given for preliminary and general.
- 1.8.3 The absence of stated quantities in the Schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

- 1.8.4 The short descriptions of the items in the Schedule are for identification purposes only. In so far as these documents have any bearing, they shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the Schedule of Prices.

1.9 Site meetings

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

1.10 Site books

- 1.10.1 The Contractor shall provide a site instruction book and a daily diary (both in triplicate) at the site as directed by the Supervisor for the duration of the contract.
- 1.10.2 The site instruction book shall only be used by the Supervisor or his/her deputy and will be used for the issuing of instructions to the Contractor.
- 1.10.3 The site diary book shall be used to record any unusual events during the period of the contract. All delays caused by the Contractor, Transnet Freight Rail employees and due to natural causes shall be recorded. Such delays must be counter-signed by the appointed Supervisor. Other delays caused by the 3rd party shall be reported to the Project Manager immediately in writing.
- 1.10.4 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Supervisor or his/her deputy.

1.11 Information to be provided with tender

- 1.11.1 The Contractor shall undertake the planning and programming of the entire installation works and shall submit to the Supervisor for approval full particulars thereof with his/her tender.
- 1.11.2 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- 1.11.3 The contractor must indicate whether he/she intends using sub-contractors.

1.12 Damage to fauna and flora

- 1.12.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be treated for oil contamination.
- 1.12.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage painting and steel components of Electrical Equipment or property, or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals used to treat the oil contaminated yard stones and plinths.

- 1.12.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.
- 1.12.4 The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.
- 1.12.5 Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.
- 1.12.6 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.
- 1.12.7 Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.

1.13 Damage to adjoining property

The Contractor shall ensure that no damage occurs to adjoining property. He shall take all necessary precautions as the work progresses not to damage any structure, equipment, persons or other items on any adjoining property.

1.14 Hours of work

Hours of work will be limited from Monday to Friday, 08:00 – 16:00. No work shall be performed outside these hours unless prior approval is granted by Transnet Freight Rail.

1.15 Contractual obligation

- 1.15.1 The Contractor shall provide a provisional Gantt or a similar chart showing proposed work program. The final chart shall be submitted within seven working days of awarding the tender.
- 1.15.2 This Instruction book shall be used to record any instructions to the Contractor and disputes regarding the quality of work on site. This book will be filled in by the Supervisor or Manager and must be countersigned by the Contractor.
- 1.15.3 The site diary and the site instruction book shall be the property of Transnet and shall be handed over to the Supervisor or Manager on the day of energizing or handing over.
- 1.15.4 Transnet reserves the right to be present during installation and testing and must be timeously advised of the dates of commencement of the installation and testing. Arrangements must be made with the Manager or his designated personnel to perform witness and authorize the tests.
- 1.15.5 No sub-contractor shall be appointed without obtaining prior authority from the Project Manager.

1.16 Safety requirements

- 1.16.1 The Contractor or his subcontractor shall be required to work on site in accordance with Transnet Freight Rail's safety specification E4E of April 1997 and the occupation Health and safety act 85 of 1993.

- 1.16.2 The Contractor shall be required to work under direct supervision of Transnet's appointed Supervisor on site and shall work only in the area, which shall be demarcated by suitable barriers.
- 1.16.3 Transnet shall during the contract have a Supervisor available on site for the necessary isolation of electrical equipment and issuing of work permits.
- 1.16.4 All team members, visitors or casual workers are to be inducted if they do not have a current induction certificate valid for the site.
- 1.16.5 Ensure that safety performance expectations are clearly communicated regularly to the project team.
- 1.16.6 Lengthy discussion of safety performance expectations preferably face-to-face (where possible) shall be held by the Contractor of which Transnet Freight Rail's Project Manager, Safety Rep or Supervisor has the right to be a witness.
- 1.16.7 The Contractor shall produce Health & Safety Plan for the team including all sub-contractors.
- 1.16.8 The Contractor shall list all training requirements for the team for any specific competency and/or awareness training according to various Transnet Freight Rail policies
- 1.16.9 Workers must carry proof of training attended for execution of the works
- 1.16.10 The contractor shall carry out the risk assessment of the work site to identify hazards before work commences
- 1.16.11 Records to be kept in Health and Safety file including sub-contractors:
- i. All safety audits will be discussed and corrective actions monitored
 - ii. All audit results are to be recorded in the site diary
 - iii. Unscheduled visits and "STOP" Visits using stop cards shall be conducted by Transnet Freight Rail
 - iv. The Contractor must communicate Safety Critical incidents via Green Areas to the rest of TFR
 - v. The Contractor shall check if assets are safe for operations e.g. Train ops, safe access and exit of buildings etc
 - vi. Review safety performance stats: Incidents, Corrective Action matrix, audits etc.
 - vii. The contractor must supply his own PPE
 - viii. Employees that do not wear the necessary PPE will not be allowed on site.
 - ix. Defective PPE must be reported immediately to their Supervisor.

SUPPLY AND INSTALL CABLES TO TUNNEL LIGHTS IN TUNNEL 3 AND TUNNEL 4

2. PROJECT SPECIFICATION

2.1 Scope of work

This contract covers the supply and installation of cables to tunnel lights in Tunnel 3 and Tunnel 4

2.2 Description of work

2.2.1 The works shall include the following:

2.2.1.1 Supply and install 25mm² × 4 core PVC SWA ECC cable in Tunnel 3 and Tunnel 4

2.2.1.2 Install 25mm × 4 core SWA cable in Tunnel 3

2.2.1.3 Supply and install 25mm × 4 core SWA cable in Tunnel 4

2.2.1.4 Supply and install 16mm BCC earth wire in Tunnel 3 and Tunnel 4

2.2.1.5 Supply and install Galvanised kicker pipes 40mm in Tunnel 3 and Tunnel 4

2.2.1.6 Supply and install din rail terminals in Tunnel 3 and Tunnel 4

2.2.1.7 Supply bridge piece for terminals in Tunnel 3 and Tunnel 4

2.7 Supplies / Cabling

2.7.1 The supplies to the lighting installation shall comply with the requirements of specification CEE.0019.90 clauses 6 and associated sub-clauses.

2.7.2 Existing supply cabling to distribution kiosks that supply power to existing lighting installations as well as other dwellings/installations shall remain in place.

2.7.3 Cabling to distribution kiosk that have been identified as suitable for reuse shall remain in place.

2.8 Distribution Kiosks

Existing distribution kiosks that supply power to existing lighting installations as well as other dwellings/ installations shall remain in place.

2.9 Earthing

2.9.1 Earthing shall comply with the requirements of Specification CEE.0019.90 clause 18 and associated sub-clauses.

2.9.2 Engineering Instruction P.011 Issue 4 is to be read in conjunction with the above Specifications to determine the various earthing and bonding applicable to the different site areas (see clause 1.1).

2.10 Quality Assurance

2.10.1 Certificates of Compliance (COC's) for all installations shall be required where necessary

2.10.2 The requirements of the South African National Standards in terms of SANS 10142-1 shall be adhered to during all installations.

2.10.3 Quality assurance inspections of the steel mast structures shall be required by TFR's Quality Assurance Department Prior to the masts being delivered to site.

2.11 Drawings, Instruction Manuals and Spare Part Catalogues

2.11.1. All as built drawings shall be supplied in electronic format (Microstation/Acad).

2.11.2. The successful Contractor shall be required to submit all drawings (paper prints), within four weeks of award of tender, to the Project Manager or Supervisor for approval. No construction or manufacturing activity will be allowed prior to the associated drawings having been approved.

2.11.3. During the duration of the contract period, the successful Contractor will be required to inform the Project Manager or Supervisor of any changes to these drawings and will have to resubmit the affected drawings for approval prior to it being used on this contract.

2.11.4. All drawings, catalogues, instruction book and spares lists shall be in accordance with Transnet Freight Rail's specification CEE.0224.2002.

2.11.5. All final as built drawings shall be provided to Transnet Freight Rail within four weeks after commissioning.

2.11.6. Supply three sets of A3 schematic wiring diagrams in hard copy format and electronic format for approval.

2.12 Guarantee and defects

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

ANNEXURE C



SUPPLY AND INSTALL CABLES TO TUNNEL LIGHTS IN TUNNEL 3 AND TUNNEL 4

3. MEASUREMENTS AND PAYMENT

- 3.1 Preliminary and general shall be measured and paid for as lump sum. Tendered rates must therefore include labour, site establishment, transport, civil works, preparations and all necessary resources required to complete the works.
- 3.2 Supply and installation of $25 \text{ mm}^2 \times 4\text{core}$ PVC SWA ECC cable shall be measured and paid for as lump sum. Tendered rates must therefore include supply, delivery of materials and installation of $25 \text{ mm}^2 \times 4\text{core}$ PVC SWA cable including brackets, clamps, bolts, nuts etc and all necessary resources to complete this item.
- 3.3 Installation of $25\text{mm} \times 4\text{core}$ SWA cable shall be measured and paid for as lump sum per installation. Tendered rates must therefore include delivery of materials and installation of cable including brackets, clamps, bolts, nuts etc and all necessary resources to complete this item.
- 3.4 Supply and installation of $25\text{mm} \times 4\text{core}$ SWA cable shall be measured and paid for as lump sum per installation. Tendered rates must therefore include supply, delivery of materials and installation of cable including brackets, clamps, bolts, nuts etc and all necessary resources to complete this item.
- 3.5 Supply and installation of 40mm Galvanised kicker pipes shall be measured and paid for as lump sum per installation. Tendered rates must therefore include supply, delivery of materials and installation of pipes including brackets, clamps, bolts, nuts etc and all necessary resources to complete this item.
- 3.6 Termination of $25 \text{ mm}^2 \times 4$ SWA ECC cable shall be measured and paid for as lump sum per termination. Tendered rates must therefore include supply, delivery of termination kits including brackets, clamps, bolts, nuts and all necessary resources to complete this item.

- 3.7 Bridge piece for terminals shall be measured and paid for as lump sum. Tendered rates must therefore include supply, delivery of bridge piece for terminals and all necessary resources to complete this item
- 3.8 Supply and installation of 16mm BCC earth wire shall be measured and paid for as lump sum installed. Tendered rates must therefore include supply, delivery of materials and installation of earth wire including brackets, clamps, bolts, nuts etc and all necessary resources to complete this item.
- 3.9 Supply and installation of din rail terminals shall be measured and paid for as lump sum per installation. Tendered rates must therefore include supply, delivery of materials and installation of din rail terminals including brackets, clamps, bolts, nuts etc and all necessary resources to complete this item.

ANNEXURE D

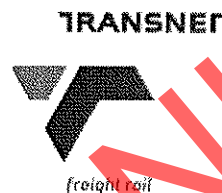


SUPPLY AND INSTALL CABLES TO TUNNEL LIGHTS IN TUNNEL 3 AND TUNNEL 4

4. SCHEDULE OF PRICES AND QUANTITIES

4. Tunnel 3 and Tunnel 4								
Item	DESCRIPTION	Unit	QTY	LAB RATE	MAT RATE	TOT LAB	TOT MAT	TOTAL
4.1	Preliminary and General	sum						
4.2	Supply and install 25mm ² × 4 core PVC SWA ECC cable	m	2750					
4.3	Install 25mm × 4 core SWA cable	m	1250					
4.4	Supply and install 16mm BCC earth wire	m	1250					
4.5	Terminate 25mm ² ×4 SWA ECC cable	each	160					
4.6	Supply and install Galvanised kicker pipes 40mm	each	660					
4.7	Supply and install din rail terminals	each	3300					
4.8	Bridge piece for terminals	each	1650					
		TOTAL (Exc.Vat)						R

ANNEXURE E.



SUPPLY AND INSTALL CABLES TO TUNNEL LIGHTS IN TUNNEL 3 AND TUNNEL 4

SCHEDULE OF APPLICABLE SPECIFICATIONS, INSTRUCTIONS & DRAWINGS

Transnet Freight Rail

Specification No.CEE.0045.02
equipment.

: Painting of steel components of electrical

Engineering Instruction CEE- P.011 Issue 4

: Earthing, bonding and painting of high
and medium masts lighting installations.

South African National Standard

SANS 10142-1

: The wiring of premises.

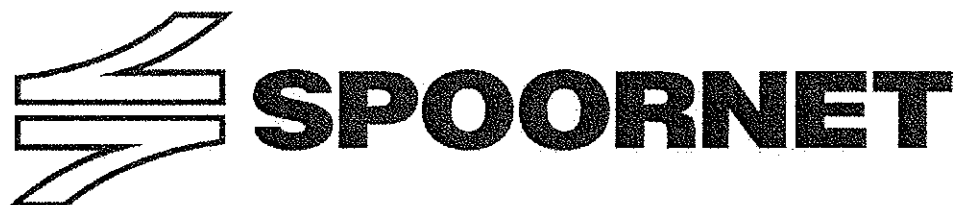
DRAWINGS

The following Transnet Freight Rail drawing is applicable.

FG 263
formations

: Accommodation of cables in railway

“As Built” drawings of the lighting installation layouts for the site shall be required.



(INFRASTRUCTURE)(ELECTRICAL)



ENGINEERING INSTRUCTION

EARTHING, BONDING AND PAINTING OF HIGH AND MEDIUM-MAST
LIGHTING INSTALLATIONS

Date: May 2002
Distribution: A, B

1.0 SCOPE

This instruction covers the earthing, bonding and painting of high and medium-mast lighting installations and shall be read in conjunction with specifications CEE.0018 and CEE.0019, which make provision for the methods of lightning protection, earthing and mast to rail bonding to be adopted at each mast.

2.0 GENERAL

- 2.1 All work described in this instruction that is not covered in the specifications, shall be carried out departmentally.
- 2.2 For the purpose of this instruction, high masts are masts of 25 metres and higher and medium masts are masts which are hinged for maintenance purposes.
- 2.3 The installation, monitoring and maintenance of all mast to rail bonds and spark gaps shall be the responsibility of the electrification personnel.
- 2.4 Mast to rail bonds shall be installed in accordance with drawing No. CEE-TU-35 and spark gaps used shall be in accordance with specification BBB1616 (store Item 5403/940).

3.0 DC AND AC/DC CHANGE-OVER ELECTRIFIED YARDS

- 3.1 All high and medium masts within a distance of 3 metres from "live" high-voltage overhead track equipment shall be bonded to the nearest traction negative return rail, through a spark gap bolted to one of the steel plates welded to the mast for this purpose.
- 3.2 All high masts, including the high masts under clause 3.1 above, shall be connected to an earth rod, through a spark gap bolted to one of the steel plates welded to the mast for this purpose.

4.0 AC ELECTRIFIED YARDS

- 4.1 All high and medium masts within a distance of 3 metres from "live" high-voltage overhead track equipment shall be directly bonded to the nearest traction negative return rail.
- 4.2 All high masts, including the high masts under clause 4.1 above, shall be connected to a grading ring as shown on DRG No. CEE-PA-86.

5.0 NON-ELECTRIFIED YARDS AND OTHER OUTDOOR AREAS

- 5.1 All high masts shall be directly connected to an earth rod, using a crimping lug bolted to one of the steel plates welded to the mast for this purpose.

6.0 PAINTING

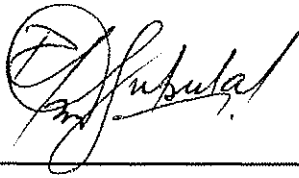
- 6.1 Paint treatment is required on all exterior galvanised surfaces of masts installed within 50 kilometres of the coast and this should be indicated in the appendix to the relevant specification, which covers the schedule of requirements and deviations, at the time of preparation of the tender documents.

7.0 EXISTING INSTALLATIONS

- 7.1 The lightning protection, earthing and mast to rail bonding arrangements at all existing high- and medium- mast installations shall be modified to comply with this instruction.

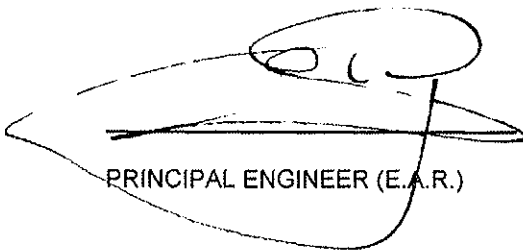
- 7.2 Where it is impractical to implement the cable termination and earthing arrangements shown in appendix 4 of specifications CEE. 0018 and CEE.0019, it will only be necessary to ensure that the cable glands/armouring of the incoming and outgoing cables at each mast are not insulated from the mast. They shall be connected together, as well as to the earth bar in the distribution board and earth stud in the mast in an approved manner, thereby ensuring a low resistance return path through the cable armouring.
- 7.3 At high-mast installations where earth rods are connected via a cable to an earth stud inside the mast and require connection to a spark gap in accordance with this instruction, the cable shall be disconnected from the earth stud and withdrawn through the cable entry pipe in the foundation and connected to a spark gap, which shall be bolted to a suitable plate welded to a gusset on the mast.
- 7.4 Care must be taken that all contact surfaces are clean and free of paint. Painted surfaces shall be restored to their original condition after any connection is made.
- 8.0 ASSOCIATED APPENDICES, DRAWINGS AND SPECIFICATIONS**
- 8.1 The following drawing forms part of this instruction :
- CEE-PA-86 - Grading Ring High-Mast Lighting Mast in AC Area.
- 8.2 The following drawings are referred to in this instruction :
- CEE-TU-35 - Bonding Mast to Rail.
CEE-TU-100 - Spark Gap Assembly.
- 8.3 The following specifications are referred to in this instruction :
- CEE.0018 - High Mast Lighting of Outdoor Areas.
CEE.0019 - Medium Mast Lighting of Outdoor Areas.
- 8.4 It is the responsibility of all users to ensure that they are in possession of the latest issue of all applicable drawings and specifications.
- 9.0 AMENDMENTS**
- 9.1 This engineering instruction has been reformatted and updated.
- 9.2 This instruction cancels Engineering Instruction P.011 Issue 3 of June 1991.

END



SENIOR MANAGER

INFRASTRUCTURE (ELECTRICAL MAINTENANCE)

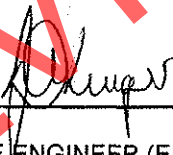


PRINCIPAL ENGINEER (E.A.R.)



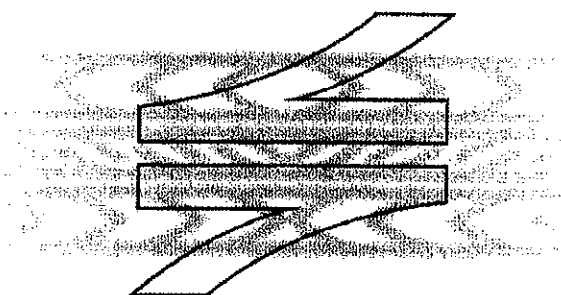
PRINCIPAL ENGINEER (ELECTRICAL)

ENGINEERING



CHIEF ENGINEER (ELECTRICAL)

METRORAIL



SPOORNET

A division of Transnet limited

**TECHNICAL
RAILWAY ENGINEERING
SPECIFICATION**

**PAINTING OF STEEL COMPONENTS OF
ELECTRICAL EQUIPMENT**

Author: Senior Technologist
Railway Engineering

H.A.Slier

A handwritten signature in black ink, appearing to read 'H.A. Slier', positioned above a horizontal dotted line.

Approved: Senior Engineer
Railway Engineering

L.O.Borchard

A handwritten signature in black ink, appearing to read 'L.O. Borchard', positioned above a horizontal dotted line.

Authorised: Principal Engineer
Locomotive Environment

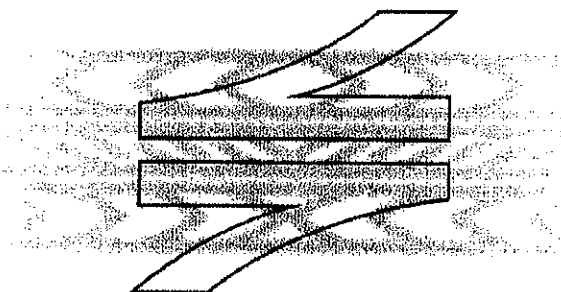
W.A.Coetzee

A handwritten signature in black ink, appearing to read 'W.A. Coetzee', positioned above a horizontal dotted line.

Date: 27 February 2002

Circulation restricted to:
Technical: Maintenance (Infrastructure)
Technical: Maintenance

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SPOORNET
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**TECHNICAL
RAILWAY ENGINEERING
SPECIFICATION**

**PAINTING OF STEEL COMPONENTS OF
ELECTRICAL EQUIPMENT**

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1.0 SCOPE

This specification covers the surface preparation, paint systems and painting of steel components of electrical equipment.

2.0 REFERENCES AND GLOSSARY

The following standards and specifications are referred to herein:

2.1 South African Bureau of Standards: -

SABS 064 : Code of Practice for the Preparation of Steel Surfaces for Coating.

SABS 1091 : National Colour Standards for Paint.

2.2 Trade names :

OptiDegreaser

OptiPrime^{Aqua}

Noxyde

2.3 Classification of level of surface degradation:

RE1 – 0.05% of surface rusted

RE2 – 0.5% of surface rusted

RE3 – 1.0% of surface rusted

RE4 – 3.0% of surface rusted

RE5 – 8.0% of surface rusted

3.0 METHOD OF TENDERING

3.1 Tenderers shall indicate clause by clause compliance or non-compliance with the specification. This shall take the form of a separate document listing all the specification clause numbers indicating the individual statement of compliance or non-compliance. Tenderers to elaborate on their response to a clause can use this document.

4.0 SURFACE PREPARATION

4.1 NON-GALVANISED STEELWORK

4.1.1 New Steelwork

SURFACE PREPARATION (Read: NOTES and SPECIAL INSTRUCTIONS)	PRODUCT REQUIREMENTS & APPLICATION (See Variations for Specific Environmental Conditions)
<ul style="list-style-type: none"> ➤ Sandblast to a standard of Sa2 to remove mill scale and/or flash rust ➤ Remove dust with <u>clean</u> compressed air (Check air for oil contamination) 	<ul style="list-style-type: none"> ➤ Apply a stripe coat to edges, bolts, crevices, nuts and rivets. ➤ Apply one thick coat of Noxyde to the entire structure with contrasting color. ➤ Apply a final thick coat of Noxyde at a consumption rate of minimum 400g/m²

4.1.2 Previously Coated Steelwork

4.1.2.1 COATING START FAILING TO A LEVEL OF RE 2

<ul style="list-style-type: none"> ➤ Test for adhesion (refer to supplier) ➤ Degrease thoroughly with OptiDegreaser ➤ Hydro Blast complete substrate using a rotating nozzle and minimum 250 bar at the nozzle 	<ul style="list-style-type: none"> ➤ Apply a stripe coat to edges, bolts, nuts and rivets and fill crevices. ➤ Apply one coat of Noxyde to entire substrate in a contrasting color
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4.1.2.2 COATING FAILURE AND RUSTING TO A LEVEL OF RE 4

<ul style="list-style-type: none"> ➤ Remove all visible traces of rust by mechanical means ST2 (chip/grind/sand) OR shotblasting /spotblasting) ➤ Degrease thoroughly with OptiDegreaser ➤ Hydro Blast complete substrate using a rotating nozzle and minimum 250 bar at the nozzle. 	<ul style="list-style-type: none"> ➤ Apply a thick coat of Noxyde to the de-rusted areas, edges, bolts, nuts and rivets and fill crevices ➤ Apply one coat of Noxyde at a consumption rate of minimum 400g/m² to the entire substrate using a contrasting color.
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4.1.2.3 BITUMEN COATED

<ul style="list-style-type: none"> ➤ Remove all visible rust and loosely adhering bitumen coating by means of chipping and scraping (ST2) ➤ Degrease thoroughly with OptiDegreaser ➤ Hydro Blast complete substrate using a rotating nozzle and minimum 250 bar at the nozzle. 	<ul style="list-style-type: none"> ➤ Apply a thick coat of Noxyde to the de-rusted areas, edges, bolts, nuts and rivets and fill crevices ➤ Apply two coats of Noxyde at a consumption rate of minimum 400g/m² per coat to the complete substrate using contrasting colors
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4.1.2.4 BADLY RUSTED STEEL WITH PITTING & CRUST FORMATION TO RE 5

<ul style="list-style-type: none"> ➤ 1.Degrease thoroughly with OptiDegreaser ➤ 2.Hydro Blast complete substrate using a spinner tip and minimum 250 bar at the nozzle ➤ 3.Shotblast/sandblast complete substrate giving particular attention to bolts nuts rivets and crevices. Sa2 ➤ 4.Dedust 	<ul style="list-style-type: none"> ➤ Apply a first thick coat of Noxyde to the entire substrate ➤ Apply a stripe coat to edges, bolts, nuts and rivets and fill crevices using a contrasting color ➤ Apply a final coat of Noxyde at a consumption rate of minimum 400g/m²
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4.2 GALVANISED STEELWORK

4.2.1 NEW AND WEATHERED GALVANISING WITH A SMOOTH GLOSSY FINISH

<ul style="list-style-type: none"> ➤ Degrease thoroughly with OptiDegreaser ➤ Rinse down with copious quantities of potable water 	<ul style="list-style-type: none"> ➤ Apply one thin coat of OptiPrime^{Aqua} (100 micron wet/35 micron dry) ➤ Apply a stripe coat of Noxyde to edges, bolts, nuts and rivets and fill crevices ➤ Apply two coats of Noxyde at a consumption rate of minimum 400g/m² per coat to the complete substrate using contrasting colors
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4.2.2 WEATHERED GALVANISING

4.2.2.1 White rust (zinc oxide)

<ul style="list-style-type: none"> ➤ Degrease thoroughly using OptiDegreaser – ensure that all traces of "white rust" are removed ➤ Rinse down with copious quantities of potable water 	<ul style="list-style-type: none"> ➤ Apply one thin coat Noxyde ➤ Apply a stripe coat of Noxyde to edges, bolts, nuts and rivets and fill crevices ➤ Apply a final coat of Noxyde at a consumption rate of minimum 400g/m² per coat to the complete substrate using a contrasting color
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4.2.2.2 Combination of red rust (iron oxide) and white rust (zinc oxide)

<ul style="list-style-type: none"> ➤ Remove all traces of red rust ➤ Degrease thoroughly using OptiDegreaser – ensure that all traces of "white rust" are removed ➤ Rinse down with copious quantities of potable water 	<ul style="list-style-type: none"> ➤ Apply a thick coat of Noxyde to the de-rusted areas, edges, bolts, nuts and rivets and fill crevices ➤ Apply a final coat of Noxyde at a consumption rate of minimum 400g/m² per coat to the complete substrate using a contrasting color
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NOTES and SPECIAL INSTRUCTIONS:		
1 Sand or Grit-blasting a) Always use clean, non-recycled grit b) Always use fine or extra fine grit c) Always use oil free air d) Always use a moisture trap e) Dedust	2 Degreasing: a) Use only OptiDegreaser b) Dilute according to instructions – see data sheet c) Always follow up with hydro-blasting to remove all chemical residues	3 Hydro-blasting: a) Always use clean potable water b) Use a rotating nozzle and ensure a pressure of minimum 250 bar at the nozzle c) Remove ALL traces of dirt and any form of salt contamination and residues of the degreasing agent d) Concentrate in crevices and other similar "collection" areas

5. PRODUCT APPLICATION

5.1 METHOD OF APPLICATION

OptiPrime ^{Aqua}	Noxyde
Temperature-Min 5 °C Relative humidity-Max 80% R.H. ➤ Apply by brush, lacquer roller or airless spray using a no. 11 nozzle ➤ Apply one thin coat only - 100 micron wet = 35 micron dry (DFT) ➤ Small parts can be dipped - dilute with 10% water for dipping	Temperature-Min. 8 °C, Max. 55 °C Relative Humidity-Max 80% R.H. ➤ Apply by brush, roller or airless spray ➤ For airless spray applications refer to "Tips for airless spraying of Noxyde"

5.2 DRYING TIME AND OVERCOAT PERIODS

<ul style="list-style-type: none"> ➤ Do not overcoat within 12 hours ➤ Wash down with clean potable water (100 bar) before over coating to remove dust or any other form of intermediate contamination 	<ul style="list-style-type: none"> ➤ Drying time is dependant on ambient conditions and can vary from a few minutes (in dry windy conditions) to a few hours (in humid shaded conditions) ➤ Overcoat as soon as possible to avoid contamination of previous coat ➤ Wash down with clean potable water (100 - 150 bar) before over coating if danger of contamination exists or if left more than 4 hours before over coating
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5.3 CURING TIME

n/a	<ul style="list-style-type: none"> ➤ 7 - 14 days to "full cure". During this period the product is prone to mechanical damage - the longer time it is allowed to cure, the tougher it becomes
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5.4 DRY FILM THICKNESS (DFT) READINGS

35 micron	<ul style="list-style-type: none"> ➤ Severe coastal & marine environments (in the spray zone) - TWO stripe coats & overall minimum DFT of 400 micron ➤ Normal coastal environment (1.5 km from the coast line) - a single stripe coat & overall minimum DFT of 400 micron ➤ Non coastal high rainfall areas, in the immediate vicinities of rivers, dams, lakes, etc., and in industrial areas with high levels of chemical pollution - a single stripe coat & overall minimum DFT of 400 micron ➤ Dry non aggressive environments - a single stripe coat & overall minimum DFT of 250 micron <p>NOTE: DFT readings can only be taken after 72 hours</p>
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5.5 Notwithstanding the above requirements, all surfaces shall be cleaned according to the appropriate method described in SABS 064 for the particular surface to be cleaned, the contamination to be removed and the primer to be applied.

5.6 Blast cleaning of components shall be in accordance with clause 4.3 of SABS 064 to a degree of cleanliness of at least Sa 2 for inland exposure components and Sa 2 ½ for coastal exposure components. See Table 1 of SABS 064 for the appropriate profile.

5.7 Sheet metal that cannot be blast cleaned shall be cleaned by pickling according to clause 4.6 of SABS 064.

5.8 Components that will be powder coated shall be cleaned and prepared by the surface conversion process according to clause 5 of SABS 064 to a medium weight classification of table 2 of that specification.

5.9 Oil and accumulated dirt on steel components where no rusting is present shall be removed according to clause 3 of SABS 064.

6.0 PAINT SYSTEM

A choice of two systems is available to suit the contractors equipment.

6.1 Noxyde paint system

1st coat: OptiPrime^{Aqua}

Wet film thickness: 100 micrometers. Dry film thickness: 35 micrometers.

2nd coat: Noxyde Topcoat

Dry film thickness: 165 micrometers @ 400g/m².

6.1.1 Paint application:

6.1.1.1 The primer and paint is normally applied by brush at supply viscosity (no reducer required).

6.1.1.2 The practical spreading rate of the primer and paint is a function of the ambient temperature, wind velocity and the application technique, but will generally fall in the range of 400g/m² in low to mild corrosive areas, and 500g/m² in severely corrosive areas.

6.1.1.3 Once the applied coat of primer/paint is touch dry, the next coat of paint may be applied.

6.1.1.4 If painted steelwork is to be bolted onto structures, it is imperative that the paint has been allowed to hard dry before the steelwork is bolted onto structures. This is to prevent the soft paint being damaged when tightening the bolts securing the steelwork to the structures.

6.2 Powder Coating System.

The powder-coating process shall be in accordance with SABS 1274 type 4: Corrosion-resistant coatings for interior use and using the thermosetting type high gloss coatings.

7.0 COATINGS AND WORKMANSHIP

7.1 All specified coatings shall be applied according to the relevant specification and the manufacturer's instructions shall be followed.

7.2 Coatings shall not be applied under conditions that may be detrimental to the effectiveness of the coating or the appearance of the painted surface.

7.3 When examined visually, the finished products shall have a uniform appearance and shall show no sign of damage. Damaged areas shall be repaired coat for coat to obtain the desired finish.

TENDERER'S SIGNATURE.....

DATE.....