

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[thereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No ERAC-FD-FC1-266

FOR THE:

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY QUALIFIED PERSONNEL TO REPLACE COPPER DROPPERS WITH STAINLESS STEEL DROPPERS IN ERMELO YARD, REPLACE COPPER CATENARY WIRE WITH TIGER WIRE, REPLACE COPPER DROPPERS WITH STAINLESS STEEL BETWEEN CAMDEN - MAVIRISTAD, REPLACE COPPER WITH TIGER WIRE BETWEEN ERMELO – RLRA (20km)

NO SITE BRIEFING WILL BE CONDUCTED IN THIS RFQ

FOR TECHNICAL ENQUIRIES:

**CONTACT: Masala Nemasetoni at Tel: 017 801 2020 or
Cell no: 083 444 0712**

ISSUE DATE: 17 APRIL 2015

CLOSING DATE: 23 APRIL 2015

CLOSING TIME: 10:00

VALIDITY DATE: 31 JULY 2015

Section 1
NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: [Submit physically]

CLOSING VENUE: [Tender Box, Transnet Freight Rail Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington road, Parktown, Johannesburg]

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.

On or after **17 APRIL 2015**, the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington road, Parktown, Johannesburg.,

NOTES –

- i. This RFQ tender document is available free of charge.

RFQ documents will only be available until 15h00 **on Wednesday, 22 April 2015**

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

1.1 Delivery by hand

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

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

- a) The measurements of the "tender box slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph **Error! Reference source not found.** above.
- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours a day, 7 days a week.

1.2 **Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretary, Transnet Acquisition Council and a signature obtained from that Office.

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

- 1.3 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."

- 1.4 No email or facsimile responses will be considered, unless otherwise stated herein.

The responses to this RFQ will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request

1 FORMAL BRIEFING

NO SITE BRIEFING WILL BE CONDUCTED FOR THIS RFQ TENDER

Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to

companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

1.1 B-BBEE Scorecard and Rating

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

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

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

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
 - (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.
- Enterprises will be rated by such agencies based on the following:

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

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

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

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

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

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

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

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

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

Transnet will accordingly allocate a maximum of **10/20 [ten/twenty] points** in accordance with the **80/20 / 90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].

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

Communication

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

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

Name: **Prudence Nkabinde**

Email: **prudence.nkabinde@transnet.net**

Respondents may also, at any time after the closing date of the RFQ, communicate with

Matete Madisha on any matter relating to its RFQ response:

Telephone 013 656 4254

Telephone 013 656 4296

Email matete.madisha@transnet.net

Email **Nhlanhla.vilakazi@transnet.net**

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.

VAT Registration

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

Legal Compliance

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

Changes to Quotations

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

Pricing

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

Prices Subject to Confirmation

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

Negotiations

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

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.

2 INSTRUCTIONS FOR COMPLETING THE RFQ

- 2.1** Quotations must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 2.2** Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Quotation.
- 2.3** Both sets of documents are to be submitted to the address specified in paragraph 4.1 above.
- 2.4 All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.**
- 2.5** Unless otherwise expressly stated, all Quotations furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 2.6** Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

3 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Respondent**] shall be in full and complete compliance with any and all applicable laws and regulations.

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.

Transnet reserves the right to lower the threshold for Technical by **10%** [ten percent] if no Bidders pass the predetermined minimum threshold or if only one bidder passes the threshold. This right will be exercised in Transnet's sole discretion.

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.

Evaluation Criteria

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

16.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none">Completeness of response and returnable documents

• Verify the validity of all returnable documents
• Whether the Bid contains a priced offer
• Whether labour rate is according to law

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness (mandatory Returnable Document)
- A valid Letter of Good Standing issued by the Department of Labour

The test for Administrative & Substantive responsiveness [Stage One] must be passed for a Respondent's quotations to progress to Stage Two for further evaluation

16.2 STAGE TWO: Minimum Threshold 80 % for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Criteria	% Weightings
Delivery Period	40
Safety, health, risk and environmental assessment plan	20
Relevant experience	20
Plant and equipment	20
Total Weighting:	100
Minimum qualifying score required:	80%

The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
0	Non Responsive
1	Poor
2	Average
3	Good
4	Very good
5	Excellent

16.3 STAGE THREE: PRICING AND BBB-EE SCORING

Category: Commercial (Scoring Matrix)

The bidders that have successfully progressed through to Phase 2 will be evaluated in accordance with the **90/10 preference point system** contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2011)

Weighted evaluation based on 90/10 preference point system:

Pricing

- Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.
- 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:

$$PS = 90 \left(1 - \frac{P - P_{min}}{P_{max} - P_{min}} \right)$$

Where:

P = Score for the Bid under consideration

P = Price of Bid under consideration

P_{min} = 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:

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

B-BBEE Status Level of Contributor	Number of points (90/10) system	Number of points (80/20) system
1	10	20
2	9	18
3	8	16
4	6	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Description	Price	Total
Price	90	80
BBBEE	10	20
Total	100	100

Validity Period

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

This RFQ is valid until 31 JULY 2015.

Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

Disclosure of Prices Quoted

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

YES ☐ NO ☐

Returnable Documents

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

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

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

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

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

- 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"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
<ul style="list-style-type: none"> - SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet 	
SECTION 4 : 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 	

Returnable Documents	Submitted [Yes or No]
ANNEXURE A – B-BBEE Preference Points Claim Form	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFQ Documents	
SECTION 8 : General Bid Conditions – Services	
SECTION 9 : STANDARD TERMS AND CONDITIONS OF CONTRACT	
SECTION 10 : RFQ Declaration Form	
SECTION 11 : Breach of Law	
SECTION 12 : Bid Clarification Request Form	
SECTION 13 : Service Provider Code of Conduct	
SECTION 14 : Certificate of attendance of Site Meeting / RFQ Briefing	
SECTION 15 : NON-DISCLOSURE AGREEMENT [NDA]	
SECTION 17 : E4B – Minimum Communal Health Requirements	
SECTION 18 : E4E – Safety arrangements and procedural compliance	
SECTION 19 : BBD8210 Version 1 – E7/1 – Specification to general work and works on, over, under or adjacent to railway lines and near high voltage equipment	
SECTION 20: SCHEDULE OF PLANT AND EQUIPMENT	
Risk and safety plan	
List of plant and methods of operation to be used	

Failure to provide all the above-referenced returnable documents listed will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.

20.1 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and B-BBEE Accreditation Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [the **Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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 [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

1 REFERENCES

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

Company Name	Nature of work	Value of work	Contact person	Contact details e.g. telephone numbers	Year completed

"PREVIEW COPY ONLY"

Part C1.1: Contract Data: Works Information

Contract No.

The Employer is

Name Transnet Limited Trading as Transnet Freight Rail
Address 3rd Floor, Inyanda House 2, Girton Road, Parktown
Telephone 082 569 6075
E-mail Nhlanhla.Vilakazi@Transnet.net
The works is REPLACEMENT OF COPPER DROPPERS WITH STAINLESS STEEL DROPPERS, 50mm² JUMPERS WITH 160mm² FCC & C JUMPERS AND CLEAN, GREASE AND TORQUE CLAMPS.

The site is ERMELO D-YARD AND B-YARD

The starting date is To be advised.....

The completion date is To be advised.....

The reply period is 2(two)..... weeks

The defects date is weeks after completion

The defect correction period is Within1 (one) week after defects date

The delay damages are R2, 000.00..... per day

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

The retention is 10 % (ten) %

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

The Adjudicator is

Name To be advised if disputes arises.....

Address

Telephone **Fax No.**

E-mail

Contract Data

Contract No.

The interest rate on late payment is 2% (two percent) per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of R1,000,000.00 (one million) for any one event.

The *Employer* provides this: **Insurance Transnet Principal Control Insurance**

The minimum amount of cover for the third insurance stated in the Insurance Table is:

> R25, 000.00 (Limited to R10, 000,000.00. for any one event)

The minimum amount of cover for the fourth insurance stated in the Insurance Table is:

Not applicable.....

The adjudicator nominating body is: **The Chairman of the Association of Arbitrators (Southern Africa).**

The tribunal is: **Arbitration.**

If the tribunal is arbitration, the arbitration procedure is: **The rules for the Conduct of Arbitrators of the Association of Arbitrators (Southern Africa)**.....

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

As mentioned in paragraph 1.0 (Contractual obligations)

1.0 CONTRACTUAL OBLIGATIONS

A:

This specification covers the work and procedures for the replacement of copper droppers with stainless steel droppers, 50mm² jumpers with 160mm² FCC & C jumpers, and clean, grease and torque clamps at D-yard and B- yard under the control of the depot engineer, Ermelo.

- 1.1 A compulsory site meeting** will be held 2 (two) weeks after the closing date of the tender at Ermelo infrastructure depot, 09:00 am, each site will be visited.
- 1.2 Tenders must be deposited to the Tender Box, which will be located in the foyer of 21 Wellington road, Inyanda House 1, Parktown, Johannesburg.**
- 1.3 Tenders must be enclosed in a sealed envelope bearing the name "ERMELO D-YARD AND B-YARD"**
- 1.4 Tenderers must duly fill in the Tender Form E4 and its Annexures and submit the same with their offers**

B:

- 1.1** The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Employer.
- 1.2** The Contractor shall ensure that a safety representative is at site at all times.
- 1.3** The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Employer / Employer's Deputy. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.4** The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
- 1.4.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 1.4.2 The Occupational Health and Safety Act (Act 85 of 1993).
- 1.4.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Employer / Employer's Deputy with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
- 1.4.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Employer / Employer's Deputy.
- 1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.5** The Contractor's Health and Safety Programme shall be subject to agreement by the Employer / Employer's Deputy, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.6** In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Employer / Employer's Deputy. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.7** The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.
- 1.8** A penalty charge of **R2,000.00** per day will be levied for late completion.
- 1.9** 10% retention money of the total value of the contract will be retained and will be released 12 months after the completion date of the contract.
- 1.10** The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. A final chart should be submitted to the Project Manager within 14 days after the award has been made to the successful Contractor.
- 1.11** The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits

being cancelled etc. The appointed Employer or Employer's Deputy must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Employer or Employer's Deputy in writing.

- 1.12** The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Employer or Employer's Deputy and must be countersigned by the Contractor.
- 1.13** Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Employer or Employer's Deputy on the day of energising or handing over.
- 1.14** All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.15** The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance and reliability, including purchased products from 3rd party suppliers/Manufacturers.
- 1.16** The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.17** The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.
- 1.18** ISO.9000 to 9004 inclusive (SABS 0157 parts 1 to 4) must be regarded as a guideline, where applicable.

2.0 TENDERING PROCEDURE

- 2.1 An addendum reflecting changes to the project specification and 'Bill of Quantities' shall be forwarded to Contractors after the site meeting and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.2 Contractors shall duly fill in the attached 'Bill of Quantities'. The prices shall be fixed for the duration of the contract (12 months) and no escalation will be allowed. Items not reflected in the 'Bill of Quantities', but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for accordingly.
- 2.3 Contractors shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 2.4 During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 2.5 Contractors 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.
- 2.6 Contractors shall motivate a statement of non-compliance.
- 2.7 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. This chart shall be submitted to the Project Manager or Supervisor within 14 days after the award of the contract has been made to the successful Contractor.

- 2.8 Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.
- 2.9 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 2.10 During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 2.11 Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

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Part C1.2:
Contract Data: Contract No.
The *Contractor's* Offer

The Contractor is

Name

Address

Telephone **Fax No.**

E-mail

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

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

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

The offered total of the Prices is
(Enter the total of the prices from the Price List, incl. VAT)

State amount in words

Signed on behalf of the Contractor

Name

Position

Signature Date

The *Employer's* Acceptance

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

Signed on behalf of the *Employer*

Name

Position

Signature Date

Part C2.1: Pricing Data

Contract No.

2.0 PRICING INSTRUCTIONS

1. The agreement is based on the NEC Engineering and Construction Short Contract 3. The contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
2. Preliminary and General Requirements are based on part 1 of SANS 1921, 'Construction and Management Requirements for Works Contracts'. The additions, deletions and alterations to SANS 1921 as well as the contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
3. 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.
4. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
5. The Price list is not intended for the ordering of materials. Any ordering of materials, based only on the Price list, is at the Contractor's risk.
6. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount proportionate to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
7. The amount for items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Price list:
 - a) An amount which is not to be varied, namely Fixed (F).
 - b) An amount which is to be varied in proportion to the contract value, namely Value Related (V).
 - c) An amount which is to be varied in proportion to the contract period as compared to the Initial construction period, excluding revisions to the construction period for which no Adjustment the Contractor is entitled to in terms of the contract, namely Time Related (T).
8. The following abbreviations are used in the Price list:

Hr	=	Hour
Ea	=	Each
Quant.	=	Quantity
9. The prices and rates in these Price list are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.

- 10 Where the scope of work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
- 11 Where no quantity has been provided against an item in the Price list, the Contractor shall use their discretion and provide the quantity.
- 12 The quantities set out in these Price list are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price list.
- 13 The short descriptions of the items of payment given in these 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 Scope of Work.
- 14 Contractor shall ensure that provision (financial as well as time) for excavations in a range of soil types is made for in their tenders.
- 15 For each item in the Price list, including Preliminaries, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material) which has been sourced locally (Republic of South Africa).
- 16 The Contractor shall also arrange forward cover within two weeks after contract award on all imported items.
- 17 The Contractor shall provide information related to imported content, i.e. equipment to be imported, value and applicable exchange rates. This information shall be provided as an Annexure to the Price list.
- 18 The total in the Price list shall be exclusive of VAT.

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Part C2.2: Pricing Data
Price List: Contract No.

Item	Description	Unit	Qty	Rate	Price
1.	Replacement of Cu Droppers with Stainless Steel				
1.1	Replace copper droppers with stainless steel dropper at Ermelo D-Yard and B-Yard	Each	40km		
1.2	Install new bovens and contact wire clips for all the droppers.	Each	580 Span		
1.3	Routine Maintenance: Clean, grease and torque all the clamps, take micrometre readings, check clevis and split pins	Each	580 Span		
2.	Contingency (10%)	sum			
	Subtotal				
	VAT				
	Total				

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.

3.0 Description of work

The Contractor shall perform the following:

4.0 Description of work

This specification covers the work and procedures for the replacement of copper droppers with stainless steel droppers, 50mm² jumpers with 160mm² FCC &C jumpers, and clean, grease and torque clamps at D-yard and B- yard. This specification also covers any other work arising out of or incidental to the above or required contractor for the proper completion of the works in accordance with the true meaning and intent of the contract document.

4.1 Replacement of old copper droppers with new stainless steel droppers.

- 4.1.1 All copper droppers shall be replaced with new stainless steel droppers size 4mm wire.
- 4.1.2 Both the Catenary and the contact clip on each dropper shall be replaced with new clips.
- 4.1.3 All droppers shall be installed in accordance with correct spacings as per the span length.
- 4.1.4 All droppers must be factory made.
- 4.1.5 The old copper droppers shall be transported and delivered to the Ermelo Electrical Depot.

4.2 Routine Maintenance: To be carried out as per maintenance manual CEE.0128.5 and CEE.006-84.

- 4.2.1 Open, Clean, Grease and Torque all suspension clamps.
- 4.2.2 Open, clean, grease and torque all earth wire clamps.
- 4.2.3 Open, clean, grease and torque all DLC clamps.
- 4.2.4 Open, clean, grease and torque all parallel clamps.
- 4.2.5 Open, clean, grease and torque all feeder clamps.
- 4.2.6 The contractor shall check and torque the 159 clamp.
- 4.2.7 The clamps shall be torque to their correct value as per manual CEE.0128.5. And CEE.006-84.
- 4.2.8 The contractor shall check all clevis and split pins.
- 4.2.9 The contractor shall check the condition of the catenary per span.

4.2.10 The contractor shall replace crossby clamps with straining clamps at the earth wire make-off.

4.2.11 The contractor shall at all-time use anticorrosive grease.

4.2.12 The contractor shall take micrometer readings of the contact wire per span.

4.3 Supply of material

4.3.1 Transnet Freight rail shall supply the material.

4.3.2 Transnet Freight Rail will transport the material to and from site.

5.0 INSTALLATION

5.1 The Contractor shall be responsible for the transport to site, off loading, handling, storage and security of all material required for the construction/execution of the works.

5.2 All fasteners on steelwork, components and electrical connections (nuts and bolts) shall be secured using flat- as well as lock washers.

5.3 The contractor and his staff shall not work outside the limits designated by the Transnet Freight Rail Official, and which shall be recorded in the site instruction book, as being the safe working are per permit/occupation.

6.0 GUARANTEE AND DEFECTS

6.1 The Contractor shall guarantee the satisfactory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.

6.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.

6.3 The guarantee period for these standby plants shall expire after: A period of 12 months commencing on the date of completion of the contract or the date the standby plant was handed over to Transnet Freight Rail.

6.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.

6.5 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.

6.6 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.

6.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Supervisor and at the cost of the Contractor.

- 6.8 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.

7.0 QUALITY AND INSPECTION

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

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Part C3.2: Scope of work

Secondary Specifications: Contract No.

8.0 Specifications

8.1 Transnet Freight Rail:

- 8.1.1 CEE.006-84
- 8.1.2 CEE.0128.5 Handbook; Maintenance of 3kV DC electrification.
- 8.1.3 P9 Engineering Instructions
- 8.1.4 CEE.0224.2002 Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract.

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

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

9.0 Constraints on how the *Contractor* Provides the Works

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

10.0 Requirements for the programme

- 10.1 Programme of work : To be submitted by successful Contractor
- 10.2 **CIDB rating** : **2EP**
- 10.3 Format : Gantt chart
- 10.4 Information : How work is going to be executed and commissioned
- 10.5 Submission : 24 HOURS after the award of contract
- 10.6 Site diary : Successful Contractor to supply in triplicates carbon copies
- 10.7 Site instruction book : Successful Contractor to supply in triplicates carbon copies

11.0 Services and other things provided by the *Employer*

- 11.1 Transnet Freight Rail shall inspect all equipment before the equipment can be dispatched to site.
- 11.2 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 11.3 Upon successful completion of the works to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform inspection for defects.

Contract Data

Site Information:

The works shall be performed at: **ERMELO D-YARD AND B-YARD**

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Part C2.2: Pricing Data
Price List: Contract No.

Item number	Description	Unit	Qty	Rate	Price
	CAMDEN TO MAVIRISTAD TIGER WIRE PROJECT				
	REPLACEMENT OF CATENARY WIRE WITH TIGER & COPPER DROPPERS WITH STAINLESS STEEL DROPPERS				
1	Removal of Catenary wire and Copper Droppers.	km	20		
2	Transportation of Material from Ermelo & to Site	km	30		
3	Installation of 160mm ² Tiger wire	km	20		
4	Installation of Stainless Steel Droppers	km	20		
5	Installation of 160mm ² Tiger wire clips/Bovens	km	20		
6	P's and G's	sum	1		
	Total Price for Camden to MVS (Excl. VAT) =		R		
	VAT @ 14% =		R		
	Gross Total (Incl. VAT)=		R		

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2.0 Description of work

The Contractor shall perform the following:

- 3.1.1 The work comprises the replacement of the existing 80mm² copper catenary conductors with 160mm² Tiger wire. The section involved is the railway line between Camden and Maviristad, Line 1 and Line 2.
- 3.1.2 The installation comprises removing the catenary and installing the tiger wire on to the structure.
- 3.1.3 Unfasten catenary wire from existing suspension insulators, controlling side strain and horizontal sag in the process.
- 3.1.4 Replace the existing Copper droppers with Stainless Steel Droppers.
- 3.1.5 Suspend the Tiger wire onto suspensions.
- 3.1.6 Sag and tension the Tiger wire.
- 3.1.7 Install clips/boven (160mm² in size) for dropper on to the tiger wire
- 3.1.9 The FCC's shall be installed or moved to 2.2 m from the suspension point in each span.
- 3.1.10 The FCC parallel clamps shall be re-used except the catenary clamp, the tiger wire clamp 80/160mm² will be used instead.
- 3.1.12 All work shall be carried out in a neat and orderly manner to the satisfaction of the Project Manager/Technical Officer (electrical).

4.2 Supply of material

- 4.2.1 Transnet Freight Rail shall supply the tiger wire.
- 4.2.2 Transnet Freight Rail shall supply the clamps, droppers, Crosby clips, splices and insulators where the existing material cannot be used due to damages.

3.0 GUARANTEE AND DEFECTS

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.

- 3.1 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 3.2 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.
- 3.3 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.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

4.0 QUALITY AND INSPECTION

- 4.1 Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful Contractor.
- 4.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.
- 4.3 The Contractor shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place.
- 4.4 The Contractor shall be responsible to issue a compliance certificate in terms of SANS 10142 for each site before energizing of the equipment shall take place.

Part C3.2: Scope of work

Secondary Specifications: Contract No.

4.5 Specifications

9.5.2 Transnet Freight Rail:

- | | | |
|-------|---------------|---|
| 5.5.1 | CEE 0184.87 | Maintenance of 25/50 KV AC Electrification |
| 5.5.2 | P9 | Engineering Instructions |
| 5.5.3 | CEE.0224.2002 | Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract. |

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

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

5.0 Constraints on how the *Contractor* Provides the Works

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

6.0 Requirements for the programme

- 6.1 Programme of work : To be submitted by successful Contractor
- 6.2 **CIDB rating** : **2EP**
- 6.3 Format : Gantt chart
- 6.4 Information : How work is going to be executed and commissioned
- 6.5 Submission : 24 HOURS after the award of contract
- 6.6 Site diary : Successful Contractor to supply in triplicates carbon copies
- 6.7 Site instruction book : Successful Contractor to supply in triplicates carbon copies

7.0 Services and other things provided by the *Employer*

- 7.1 Transnet Freight Rail shall inspect all equipment before the equipment can be dispatched to site.
- 7.2 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 7.3 Upon successful completion of the works to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform necessary protection tests and commission the equipment.

Contract Data

Site Information:

The works shall be performed at: **CAMDEN TO MAVIRISTAD**

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Item number	Description	Unit	Qty	Rate	Price
	ERMELO TO RLRA TIGER WIRE PROJECT				
A	REPLACEMENT OF CATENARY WIRE WITH TIGER WIRE				
1	Removal of catenary wire	km	20		
2	Installation of 160mm ² Tiger wire	km	20		
3	Install new 160mm ² clips/bovens for all the droppers	km	20		
4	Transportation of material from Ermelo to site	km	30		
5	P's and G's	sum	1		
	Total Price for Ermelo to RLRA (Excl. VAT) =		R		
	VAT @ 14% =		R		
	Gross Total (Incl. VAT)=		R		

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Part C3: Scope of Work

Particular Specification: **Contract No.**

2.0 Description of work

The Contractor shall perform the following:

3.0 Description of work

This specification covers the work requirements for replacement of 80mm² copper catenary wire with 160mm² tiger wire on 3kV DC line for the Infrastructure Depot – Ermelo Depot on the line 1 & 2 between Ermelo and RLRA. The extent of work shall comprise the removal of catenary wire, the installation of Tiger wire and 160mm² Tiger wire clips/boven and reusing suspension clamps, droppers, sagging and tensioning.

- 4.1.1** The work comprises the replacement of the existing 80mm² copper catenary wire with 160mm² Tiger wire. The section involved is the railway lines between Ermelo and RLRA (Line 1 & 2),
- 4.1.2** The installation comprises removing the catenary and installing the tiger wire on to the structure.
- 4.1.3** Unfasten catenary wire from existing suspension insulators, controlling side strain and horizontal sag in the process.
- 4.1.4** Re-install the existing droppers and FCC's onto new Tiger wire
- 4.1.5** Suspend the Tiger wire onto suspensions according to specification
- 4.1.6** Sag and tension the tiger wire.
- 4.1.7** Install clips/boven (160mm² in size) for dropper on to the tiger wire
- 4.1.9** The FCC's shall be installed or moved to 2.2 m from the suspension point in each span.
- 4.1.10** The FCC parallel clamps shall be re-used except the catenary clamp, the tiger wire clamp 80/160mm will be used instead.
- 4.1.11** All the work shall be carried out in a neat and orderly manner to the satisfaction of the Project Manager/Technical Officer (electrical).

4.0 INSTALLATION

- 4.1** The Contractor shall be responsible for the transport to site, off-loading, handling, storage and security of all material required for the construction/execution of the works.

5.0 GUARANTEE AND DEFECTS

- 5.1** 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.

- 5.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.

6.0 QUALITY AND INSPECTION

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

Part C3.2: Scope of work

Secondary Specifications: Contract No.

6.5 Specifications

7.5.1 Transnet Freight Rail:

- | | | |
|--------|---------------|---|
| 7.5.2. | CEE.0128.5 | Handbook, Maintenance of 3kV DC Electrification |
| 7.5.3 | P9 | Engineering Instructions |
| 7.5.4 | CEE.0224.2002 | Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract. |

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

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

7.0 Constraints on how the *Contractor* Provides the Works

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

8.0 Requirements for the programme

- | | | |
|-----|-----------------------|--|
| 8.1 | Programme of work | : To be submitted by successful Contractor |
| 8.2 | CIDB rating | : 2EP |
| 8.3 | Format | : Gantt chart |
| 8.4 | Information | : How work is going to be executed and commissioned |
| 8.5 | Submission | : 24 HOURS after the award of contract |
| 8.6 | Site diary | : Successful Contractor to supply in triplicates carbon copies |
| 8.7 | Site instruction book | : Successful Contractor to supply in triplicates carbon copies |

9.0 Services and other things provided by the *Employer*

- 9.1 Transnet Freight Rail shall inspect all equipment before the equipment can be dispatched to site.
- 9.2 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 9.3 Upon successful completion of the works to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform inspection for defects.

Contract Data

Site Information:

The works shall be performed at: **Ermelo to RLRA**

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