



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-VEG-19499

**FOR THE SUPPLY OF: SUPPLY, DELIVERY AND INSTALLATION OF OVERHEAD TRACK
EQUIPMENT MAST POLE NUMBER FOR ALL TYPES OF MAST, ALL
SIGNS AND MAST NUMBERS**

FOR DELIVERY TO: VEREENIGING

ISSUE DATE: 08 OCTOBER 2015

CLOSING DATE: 20 OCTOBER 2015

CLOSING TIME: 10:00am



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: [email / post and/or courier]
CLOSING VENUE: The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box on the Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown

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. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

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

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

3 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: Alex Baloyi Email: Alex.baloyi@transnet.net

Telephone: 011 584 1425

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 011 544 9486 Email: Prudence.Nkabinde@transnet.net



4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 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.

9 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 or an alternative bid;
- 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 should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ; or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

RFQ for supply, delivery and installation of overhead track equipment mast pole number for all types of mast, all signs and mast numbers



Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

Transnet reserves the right to lower the threshold for Technical from 100% to **80%** if no Bidders pass the predetermined minimum threshold.

10 Specification/Scope of Work

This specification covers Transnet Freight rail requirements for the supply and installation of mast pole numbering in various yards AND Midway to Bank section.

The work must be done as specified and shall be complete in all respects.

The contractor shall be responsible for the design, supply of signs at the following yards: Leeuhof, Natalspruit, Union-Withok, Meyerton, Sasolburg and Natalspruit.

1.0 DESCRIPTION OF WORK

- 2.1 This contract covers the supply of mast pole number for warehousing depot.
- 2.2 Contractor shall supply the chrommerdac mast pole numbers.
- 2.3 The boards must be delivered to Germiston, the contractor must submit one sample of the board to the Project Manager for approval.
- 2.4 It's the responsibility of the contractor to inspect and verify the numbers painted on the steel structures to satisfy him/herself of the exact number numbers required.
- 2.5 The total number of mast boards to be supplied is 1800 and the numbers must be on both sides of the mast poles.
- 2.6 Each character must be 100mm in size.
- 2.7 Numbers must be placed vertically on the mast pole 3m above the ground level.
- 2.8 The design must be done according to specification CEE-B-008 and BBC2036.
- 2.9 All suppliers must submit a board sample on the same day as the closing date.
- 2.10 All suppliers must use the same number of **01/01** on their sample; the board must have only four numbers.

STANDARDS

- 2.1.1 Unless otherwise specified all material and equipment supplied shall comply with the current edition of the relevant SABS, BS, IEC or Transnet publication where applicable.
- 2.1.2 The following publications are referred to in this specification:
- 2.1.3 Transnet Freight Rail:
 - a) CEE.0045.2002/1 Painting of steel Components of Electrical Equipment.
 - b) BBD8210 Specification for works on, over, under or adjacent to railway lines and near high voltage equipment.

RFQ for supply, delivery and installation of overhead track equipment mast pole number for all types of mast, all signs and mast numbers



- c) E4E Safety Health and Environmental (SHE) specification For Contractors.
- d) CEE-0012 of 2002 Method of Tendering
- e) BBC2036 Overhead Track Equipment Mast Number Plate for All Types of Mast.

2.0 GUARANTEE AND DEFECTS

2.0 The contractor shall guarantee the quality of the workmanship and accept liability for any defects, which may appear in workmanship and material.

2.1 The guarantee period for works shall expire after: -

A period of 12 months commencing on the date of completion of the contract or the date the equipment is handed over to Transnet Freight Rail, whichever is later.

2.2 If urgent repairs have to be carried out to limit interruptions 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 the cost of material and labour.

3.0 DURATION OF WORK:

The completion date of work will not be later than 90 days after notification date.

4.0 BREACH OF CONTRACT & TENDERING:

4.0

4.1 Any deviation from any of clauses by the contractor, statutory acts or specifications, will be regarded as a breach of contract and such is punishable according to penalties act.

4.2 Contractors shall duly fill in the attached 'Bill of Quantities'. 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.

4.3 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.

4.4 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.

4.5 Contractors shall indicate clause-by-clause to all specifications in 2.1.3 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.

4.6 Contractors shall motivate a statement of non-compliance.

4.7 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and completed.

RFQ for supply, delivery and installation of overhead track equipment mast pole number for all types of mast, all signs and mast numbers



- 4.8 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.
- 4.9 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 4.10 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.
- 4.11 Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

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TRANSNET



Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

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

(This specification shall be used in network operator contracts)

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1.0 SCOPE

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

2.0 DEFINITIONS

The following definitions shall apply:

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

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

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

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

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

"Dead" - Isolated and earthed.

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

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

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

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

"Near" - To be in such a position that a person's body or the tools he is using or any equipment he is handling may come within 3 metres of "live" exposed high-voltage electrical equipment.

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

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

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

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

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

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

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

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

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

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



PART A - GENERAL SPECIFICATION**3.0 AUTHORITY OF OFFICERS OF TRANSNET**

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

4.0 CONTRACTOR'S REPRESENTATIVES AND STAFF

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

5.0 OCCUPATIONS AND WORK PERMITS

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

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

6.0 SPEED RESTRICTIONS AND PROTECTION

6.1 When speed restrictions are imposed by the network operator because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.

6.2 When the Contract Supervisor considers protection to be necessary the Contractor shall, unless otherwise agreed, provide all protection including flagmen, other personnel and all equipment for the protection of the network operator's and the Contractor's personnel and assets, the public and including trains.

6.2.1 The network operator will provide training free of charge of the Contractor's flagmen and other personnel performing protection duties. The Contractor shall consult with the Contract Supervisor, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in the Manual for Track Maintenance (Document no. BBB0481):

- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
- Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
- Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
- Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)

6.3 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction which may be given by the network operator personnel providing protection.

7.0 ROADS AND ROADS ON THE NETWORK OPERATOR'S PROPERTY

7.1 The Contractor shall take every reasonable precaution to prevent damage to any roads or bridges used to obtain access to the site, and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as is reasonably possible.

7.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the Contract Supervisor has obtained the approval of the road authority concerned.

8.0 CLEARANCES

8.1 No temporary works shall encroach on the appropriate minimum clearances set out in the Manual for Track Maintenance (Document no. BBB0481):

- Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
- Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
- Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
- Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)

9.0 STACKING OF MATERIAL

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

10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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

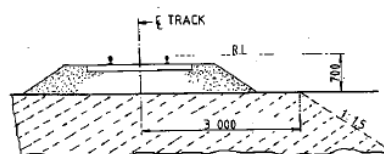


Fig. 1.

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- 10.2 The Contractor shall provide, at his own cost any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
- 10.3 Where required by the Contract Supervisor, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed, obtained before the excavation is commenced.
- 10.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Contract Supervisor.
- 10.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.
- 11.0 FALSEWORK FOR STRUCTURES**
- 11.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Contract Supervisor and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.
- 11.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Contract Supervisor a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Contract Supervisor to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.
- 12.0 PILING**
- 12.1 The Contract Supervisor will specify the conditions under which piles may be installed on the network operator's property.
- 13.0 UNDERGROUND SERVICES**
- 13.1 No pegs or stakes shall be driven on any excavation made before the Contractor has established that there are no underground services which may be damaged thereby.
- 13.2 Any damage shall be reported immediately to the Contract Supervisor, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.
- 14.0 BLASTING AND USE OF EXPLOSIVES**
- 14.1 When blasting within 500m of a railway line, the Contractor shall observe the requirements stipulated in this specification.
- 14.2 No blasting shall be carried out except with the prior written permission of the Contract Supervisor and under such conditions as he may impose.
- 14.3 On electrified lines the Contractor shall also obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days notice of his intention to blast. No blasting shall be done in the vicinity of electrified lines unless a member of the network operator's electrical personnel is present.
- 14.4 The Contractor shall arrange for the supply, transport storage and use of explosives.
- 14.5 The Contractor shall have labour, tools and plant, to the satisfaction of the Contract Supervisor, available on the site to clear immediately any stones or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the network operator.
- 14.6 The Contractor shall notify the Contract Supervisor of his intention to blast at least 21 days before the commencement of any blasting operations.
- 14.7 Before any blasting is undertaken, the Contractor and the Contract Supervisor shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any existing cracking or damage to such structures, etc. The Contractor, shall, subject to the provisions stipulated in the Contract Insurance Policy, make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Contract Supervisor, was directly caused by the blasting.
- 14.8 After completion of the blasting the Contractor shall obtain a written clearance from each landowner in

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- the vicinity of the blasting operations to the effect that all claims for compensation in respect of damage caused by the blasting operations to their respective properties, have been settled.
- 14.9 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).
- 14.10 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Contract Supervisor, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station.
- Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.
- 14.11 The flagmen described in clause 14.10, where provided by the network operator, are for the protection of trains and the network operator's property only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.
- 14.12 The person described in clause 14.10 will record in a book provided and retained by the network operator, the dates and times:-
- (i) when each request is made by him to the controlling station for permission to blast;
 - (ii) when blasting may take place;
 - (iii) when blasting actually takes place; and
 - (iv) when he advises the controlling station that the line is safe for the passage of trains.
- 14.13 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Contract Supervisor and the person who will do the blasting shall both sign the book whenever an entry described in clause 14.12 is made.
- 15.0 RAIL TROLLEYS**
- 15.1 The use of rail trolleys or trestle trolleys on a railway line for working on high voltage equipment will be permitted only if approved by the Contract Supervisor and under the conditions stipulated by him.
- 15.2 All costs in connection with trolley working and any train protection services requested by the Contractor shall, be borne by the Contractor, unless otherwise agreed.
- 16.0 SIGNAL TRACK CIRCUITS**
- 16.1 Where signal track circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical current makes contact between rails of railway line/lines.
- 16.2 No signal connections on track-circuited tracks shall be severed without the Contract Supervisor's knowledge and consent.
- 17.0 PENALTY FOR DELAYS TO TRAINS**
- 17.1 If any trains are delayed by the Contractor and the Contract Supervisor is satisfied that the delay was avoidable, a penalty will be imposed on the Contractor as stipulated in the contract, for the period and number of trains delayed.
- 18.0 SURVEY BEACONS AND PEGS**
- 18.1 The Contractor shall not on any account move or damage any beacon, bench mark, reference mark, signal or trigonometrical station in the execution of the Works without the written approval of the Contract Supervisor.
- Should the Contractor be responsible for any such occurrence, he shall report the circumstances to the Contract Supervisor who will arrange with the Director-General of Surveys for replacement of the beacon or mark at the cost of the Contractor.
- 18.2 The Contractor shall not move or damage any cadastral or mining beacon without the written approval of the Contract Supervisor and before it has been referenced by a registered land surveyor. Any old boundary beacon, which becomes an internal beacon on creation of new boundaries, shall not be moved without the written approval of the Contract Supervisor.

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

18.3 The Contractor shall preserve all pegs and bench marks. Such survey points shall not be removed without the written approval of the Contract Supervisor. Should any peg or benchmark be removed without authority, the Contract Supervisor will arrange for its replacement and the cost will be recovered from the Contractor. No claim will be considered for delay in replacing any such peg or bench mark. Each peg replaced shall be checked by the Contractor.

18.4 Where a new boundary has been established, beacons on the fence line shall not be disturbed, and fence posts or anchors may not be placed or excavations made within 0,6 m of any beacon without the prior written approval of the Contract Supervisor.

19.0 TEMPORARY LEVEL CROSSINGS

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

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

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

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

19.3 The Contractor shall take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the temporary level crossing to himself and his employees, his subcontractors and their employees, the staff of the network operator and to such other persons as the Contract Supervisor may permit and of whose identity the Contractor will be advised. If so ordered by the Contract Supervisor, the Contractor shall provide persons to control road traffic using the temporary level crossing. Such persons shall stop all road traffic when any approaching train is within seven hundred and fifty (750) metres of the temporary level crossing, and shall not allow road traffic to proceed over it until the lines are clear.

19.4 The Contractor shall maintain the temporary level crossing within the railway servitude in good condition for the period it is in use. A temporary agreement with the road authority to be concluded for the maintenance of the level crossing outside the railway servitude.

19.5 When the temporary level crossing is no longer required by the Contractor, or permitted by the network operator, the Contractor shall at his own cost remove it and restore the site and the network operator's track-, structure-, drainage-, electrical-, telecommunications- and train authorisation systems to its original condition. Work over the tracks and within the railway servitude will be supervised by the network operator.

20.0 COMPLETION OF THE WORKS

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

21.0 PROTECTION OF PERSONS AND PROPERTY

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

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



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

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

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

23.3 The Contractor shall take all reasonable steps to confine the movement of vehicles and plant to the approved right-of-way to minimise damage to property, crops and natural vegetation.

23.4 When access is no longer required, and before completion of the Works, the Contractor shall repair, restore or replace any fence or gate damaged during execution of the Works to the satisfaction of the Contract Supervisor and shall furnish the Contract Supervisor with a certificate signed by the owner and occupier of land over which he has gained access to a campsite, workplace and the Works, certifying that the owner and occupier have no claim against the Contractor or the network operator arising from the Contractor's use of the land. Should the Contractor be unable to obtain the required certificate, he shall report the circumstances to the Contract Supervisor.

24.0 SUPERVISION

24.1 The Contract Supervisor will provide overall technical superintendence of the Works, and may direct the Contractor in terms of the provisions of the Contract or in respect of any measures which the Contract Supervisor may require for the operations of the network operator, the safety of trains, property and workmen of the network operator, and for the safety of other property and persons. The Contractor shall carry out the directions of the Contract Supervisor. The superintendence exercised by the Contract Supervisor, including any agreement, approval, refusal or withdrawal of any approval given, shall not relieve the Contractor of any of his duties and liabilities under the Contract, and shall not imply any assumption by the network operator or by the Contract Supervisor of the legal and other responsibilities of the Contractor in carrying out the Works.

24.2 The Contract Supervisor may delegate to any deputy or other person, any of his duties or functions under the Contract. On receiving notice in writing of such delegation, the Contractor shall recognise and obey the deputy or person to whom any such duties or functions have been delegated as if he were the Contract Supervisor.

24.3 The Contractor shall exercise supervision over the Works at all times when work is performed or shall be represented by an agent having full power and authority to act on behalf of the Contractor. Such agent shall be competent and responsible, and have adequate experience in carrying out work of a similar nature to the Works, and shall exercise personal supervision on behalf of the Contractor. The Contract Supervisor shall be notified in writing of such appointment which will be subject to his approval.

24.4 The Contractor or his duly authorised agent shall be available on the site at all times while the Works are in progress to receive the orders and directions of the Contract Supervisor.

25.0 HOUSING OF EMPLOYEES

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

25.2 Fouling the area inside or outside the network operator's boundaries shall be prevented. The Contractor will be called upon by the Contract Supervisor to dispose of any foul or waste matter generated by the Contractor.

26.0 OPTICAL FIBRE CABLE ROUTES

26.1 The Contractor shall not handle, impact, move or deviate any optical fibre cable without prior approval.

26.2 Works that in any way affect the optical fibre cable requires prior approval from the Contract Supervisor



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

27.0 GENERAL

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

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

27.2 This specification must be read in conjunction with and not in lieu of the Electrical Safety Instructions.

27.3 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Electrical Safety Instructions.

27.4 The Electrical Safety Instructions cover the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).

27.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tool he is using or any equipment he is handling, to come within 3 metres of any "live" high-voltage equipment.

27.6 The Contractor shall regard all high-voltage equipment as "live" unless a work permit is in force.

27.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of the network operator's staff where this is necessary.

27.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

28.0 WORK ON BUILDINGS OR FIXED STRUCTURES

28.1 Before any work is carried out or measurements are taken on any part of a building, fixed structure or earthworks of any kind above ground level situated within 3 metres of "live" high-voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.

28.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Works.

28.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

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

29.1 No person may stand, climb or work, whilst on any platform, surface or foothold:

29.1.1 higher than the normal unrestricted access way, namely -

29.1.1.1 external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and

29.1.1.2 walkways between coaches and locomotives.

29.1.2 of restricted access ways in terms of the Electrical Safety Instructions namely -

29.1.2.1 the floor level of open wagons

29.1.2.2 external walkways or decks of road-rail vehicles, on-track maintenance machines and material trains.

29.1.3 Unauthorised staff working on these platforms must be directly supervised by duly authorised persons in terms of clause 607.1.3 of the Electrical Safety Instructions. These persons must attend the relevant electrical safety module training. A letter of training must then be issued by an accredited training authority. A Category C Certificate of Authority must be obtained from the

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A Division of Transnet SOC Limited

TECHNOLOGY MANAGEMENT

SPECIFICATION

PAINTING OF STEEL COMPONENTS OF ELECTRICAL EQUIPMENT

PREVIEW COPY ONLY

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Date: 28 July 2014

Circulation Restricted To:

- Transnet Freight Rail
- Transnet and Relevant Third Parties

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"PREVIEW COPY ONLY"



1.0 SCOPE

This specification covers Transnet Freight Rail requirements for surface preparation, paint systems and painting of steel components of electrical equipment.

2.0 REFERENCES AND GLOSSARY

2.1 The following publications/specifications (latest editions) are referred to herein:

SOUTH AFRICAN NATIONAL STANDARDS (SANS)

SANS 10064: The preparation of steel surfaces for coating.

SANS 1091: National colour standards.

SANS 1274: Coatings applied by powder coating process.

2.2 TRADE NAMES:

OptiDegreaser

OptiPrimeAqua

Noxyde/OptiRustBusta

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 with this specification. 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 can be used by tenderers to elaborate on their response to a clause.

3.2 A statement of non-compliance shall be motivated by the tenderer.

3.3 Failure to comply with clauses 3.1 and 3.2 could preclude a tender from consideration.

4.0 SERVICE CONDITIONS

4.1 ENVIRONMENTAL CONDITIONS

The equipment shall be designed and rated for installation and continuous operation under the following conditions:

Altitude: 0 - 1800 m above sea level

Relative humidity: 10% to 90%

Ambient temperature: -10° C to +55° C

Lightning conditions: 20 ground flashes/km² per annum

Pollution: Heavily salt laden with industrial pollutants including diesel-electric locomotive emissions

5.0 SURFACE PREPARATION

5.1 NON-GALVANISED STEELWORK

5.1.1 NEW STEELWORK

SURFACE PREPARATION (Read: NOTES and SPECIAL INSTRUCTIONS)	PRODUCT REQUIREMENTS AND APPLICATION
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	(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 300µm wet coat of Noxyde/OptiRustBusta to the entire structure with contrasting colour. ➤ Apply a final 300µm wet coat of Noxyde/OptiRustBusta at a consumption rate of minimum 400g/m²

5.1.2 PREVIOUSLY COATED STEELWORK

5.1.2.1 COATING START FAILING TO A LEVEL 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 to edges, bolts, nuts, rivets and fill crevices. ➤ Apply one coat of Noxyde/OptiRustBusta to entire substrate in a contrasting colour.
---	--

5.1.2.2 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 300µm wet coat of Noxyde/OptiRustBusta to the de-rusted areas, edges, bolts, nuts and rivets and fill crevices. ➤ Apply one coat of Noxyde/OptiRustBusta at a consumption rate of minimum 400g/m² to entire substrate using a contrasting colour.
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5.1.2.3 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 300µm wet coat of Noxyde/OptiRustBusta to the de-rusted areas, edges, bolts, nuts and rivets and fill crevices. ➤ Apply one coat of Noxyde/OptiRustBusta at a consumption rate of minimum 400g/m² to entire substrate using a contrasting colour.
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5.1.2.4 BADLY RUSTED STEEL WITH PITTING AND CRUST FORMATION TO RE5

<ul style="list-style-type: none"> ➤ Degrease thoroughly with OptiDegreaser ➤ hydro blast complete substrate using a rotating nozzle and minimum 250 bar at the nozzle ➤ shotblast/sandblast complete substrate giving particular attention to bolts nuts rivets and crevices Sa2 ➤ De-dust 	<ul style="list-style-type: none"> ➤ Apply a first 300µm wet of Noxyde/OptiRustBusta to entire substrate to the contrasting colour. ➤ Apply a stripe coat to edges, bolts, nuts, rivets and fill crevices using a contrasting colour. ➤ Apply a final coat of Noxyde/OptiRustBusta at a consumption rate of minimum 400g/m².
---	--

5.2 GALVANISED STEELWORK

5.2.1 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/OptiRustBusta to edges, bolts, nuts, rivets and fill crevices. ➤ Apply two coats of Noxyde/OptiRustBusta at a consumption rate of minimum 400g/m² per coat to the complete substrate using contrasting colors.
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5.2.2 WEATHERED GALVANISING

5.2.2.1 White rust (Zinc oxide)

<ul style="list-style-type: none"> ➤ Degrease thoroughly with 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 300µm wet coat of Noxyde/OptiRustBusta ➤ Apply a stripe coat of Noxyde/OptiRustBusta to edges, bolts, nuts, rivets and fill crevices. ➤ Apply a final coat of Noxyde/OptiRustBusta at a consumption rate of minimum 400g/m² per coat to the complete substrate using contrasting color.
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5.2.2.2 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 with 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 300µm wet coat of Noxyde/OptiRustBusta to the de-rusted areas, edges, bolts, nuts and rivets and fill crevices. ➤ Apply a final coat of Noxyde/OptiRustBusta at a consumption rate of minimum 400g/m² per coat to the complete substrate using contrasting color.
---	---

NOTES AND SPECIAL INSTRUCTIONS:



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<p>1 Sand or Grit-blasting:</p> <ul style="list-style-type: none"> 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 	<p>2 Degreasing:</p> <ul style="list-style-type: none"> a) Use only OptiDegreaser b) Dilute according to instructions – see data sheet c) Always follow up with hydro-blasting to remove all chemical residues 	<p>3 Hydro-blasting:</p> <ul style="list-style-type: none"> a) Always use clean portable 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
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6.0 PRODUCT APPLICATION

6.1 METHOD OF APPLICATION

OptiPrimeAqua	Noxyde/OptiRustBusta
<p>Temperature-Min 5 °C Relative humidity-Max 80% R.H.</p> <ul style="list-style-type: none"> ➤ 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 	<p>Temperature-Min 5 °C Relative humidity-Max 80% R.H.</p> <ul style="list-style-type: none"> ➤ Apply by brush, roller or airless spray ➤ For airless spray applications refer to "data sheet of Noxyde/OptiRustBusta"

6.2 DRYING TIME AND OVERCOAT PERIODS

<ul style="list-style-type: none"> ➤ Do not overcoat within 12 hours ➤ Wash down with clean portable 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 dependent on ambient conditions and can vary from a few minutes (in dry windy conditions) to a few hours (in humid shaded conditions) ➤ Over coat as soon as possible to avoid contamination of previous coat ➤ Wash down with clean portable water (100-150 bar) before over coating if danger of contamination exists or it left more than 4 hours before over coating
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6.3 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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6.4 DRY FILM THICKNESS (DFT) READINGS

35 micron	<ul style="list-style-type: none"> ➤ Severe coastal & marine environment (in the spray zone) – TWO stripe coats & overall minimum DFT of 400 micron ➤ Normal coastal environment (15 km from coastal line) - a single stripe of 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 of coat & overall minimum DFT of 400 micron ➤ Dry non aggressive environments - a single stripe of coat & overall minimum DFT of 250 micron <p>NOTE: DFT readings can only be taken after 72 hours</p>
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- 6.5 Notwithstanding the above requirements, all surfaces shall be cleaned according to the appropriate method described in SANS 10064 for the particular surface to be cleaned, the contamination to be removed and the primer to be applied.
- 6.6 Blast cleaning of components shall be in accordance with clause 4.5 of SANS 10064 to a degree of cleanliness of at least Sa2 for inland exposure components and Sa2 1/2 for coastal exposure components. See table 1 of SANS 10064 for the appropriate profile.
- 6.7 Sheet metal components that cannot be blast cleaned shall be cleaned by pickling according to clause 4 of SANS 10064.
- 6.8 Components that will be powder coated shall be cleaned and prepared by the surface conversion process according to clause 5 of SANS 10064 to a medium weight classification of table 2 of that specification.
- 6.9 Oil and accumulated dirt on steel components where no rusting is present shall be removed according to clause 3 of SANS 10064.

7.0 PAINT SYSTEM

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

7.1 Water based paint system

1st coat: OptiPrimeAqua

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

2nd coat: Noxyde/OptiRustBusta

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

3rd coat: Noxyde/OptiRustBusta



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

7.1.1 Paint application

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

7.1.1.2 The practical spreading rate of the primer and paint is the function of the ambient temperature, wind velocity and 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.

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

7.1.1.4 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.

7.2 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.

8.0 COATINGS AND WORKMANSHIP

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

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

8.3 When examined visually, the finished product 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.

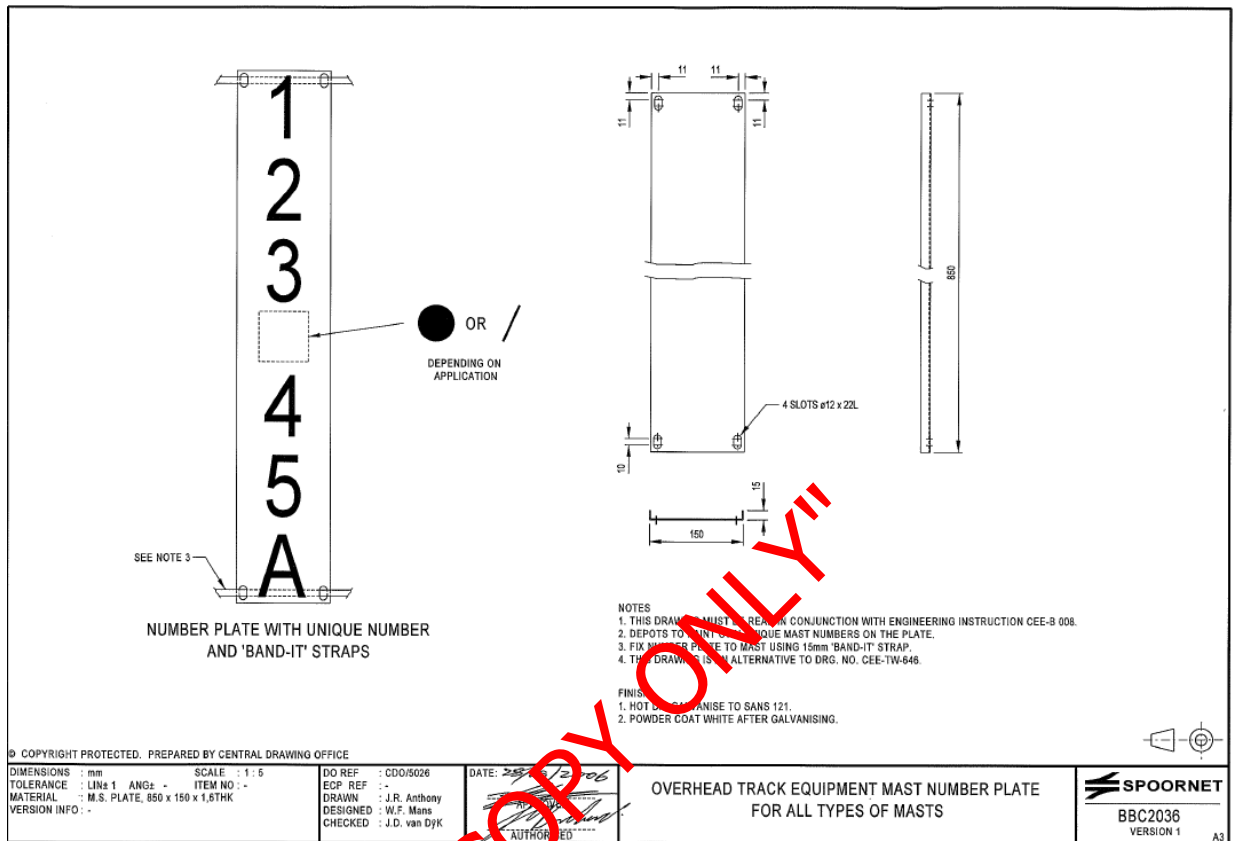
9.0 SUBSTITUTION

9.1 This specification replaces specification CEE.045 of 2002/1.

9.2 All clauses have been revised to suit latest requirements.

END

RFQ for supply, delivery and installation of overhead track equipment mast pole number for all types of mast, all signs and mast numbers



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

RFQ FOR THE SUPPLY OF: SUPPLY, DELIVERY AND INSTALLATION OF OVERHEAD TRACK EQUIPMENT MAST POLE NUMBER FOR ALL TYPES OF MAST, ALL SIGNS AND MAST NUMBERS

CLOSING DATE & TIME: 20 OCTOBER 2015, 10H00am

VALIDITY PERIOD: 90 Business Day

**SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

Respondent's Signature

Date & Company Stamp

RFQ for supply, delivery and installation of overhead track equipment mast pole number for all types of mast, all signs and mast numbers



1 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive Responsiveness	C-Green certificate(minimum of 2) Clause by clause compliance(annexure B) working at height certificate(minimum of 2) Fall plan protection plan Failure to submit the above mention documents will result in disqualification of supplier's bid
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 100%. <ul style="list-style-type: none"> Submit board sample(marked clearly) Failure to submit board sample will result in disqualification of supplier's bid
Final weighted evaluation based on 90/10 preference point	<ul style="list-style-type: none"> Pricing and price basis [firm] B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

Transnet desire a validity period of 90 [thirty] Business Days from the closing date of this RFQ.
This RFQ is valid until 2016.02.27

3 Disclosure of Prices Quoted

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

YES NO

4 Returnable Documents

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

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

RFQ for supply, delivery and installation of overhead track equipment mast pole number for all types of mast, all signs and mast numbers



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

Failure to provide all these Mandatory 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.

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form/ Pricing	
ANNEXURE B : Technical Clause by Clause Technical Compliance 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.

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

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 valid B-BBEE Verification 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 such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

Respondent's Signature

Date & Company Stamp



SECTION 3
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 RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; 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.

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RFQ for supply, delivery and installation of overhead track equipment mast pole number for all types of mast, all signs and mast numbers



Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT: [for SERVICES, attach a scope of work & pricing schedule]

Price List						
Item number	m	Description	Unit	Quantity	Unit Price	Total Price
A		Vereeniging Section				
1		Supply mast number boards	each	11800		
2		Supply and install steel cable ties	each	23600		
3		Supply WW23 warning signs	each	640		
4		Supply R204 metal signs	each	450		
5		Supply W401 signs	each	900		
6		Supply PVI signs	each	150		
7		Supply 8m concrete poles	each	18		
8		Supply W402 signs	each	900		
9		Supply NPC-122 signs	each	50		
10		Transport	sum	1		
11		P's and G's	sum	1		
12		Installation of warning signs	sum	1		
13		Installation of mast pole numbers	sum	1		
14		Health and Safety	sum	1		
A		Sub Total =				
B		14%VAT =				
C		Gross Total (A + B =				
D		Delivery Period =				

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

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT

Respondent's Signature

Date & Company Stamp

RFQ for supply, delivery and installation of overhead track equipment mast pole number for all types of mast, all signs and mast numbers



- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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.

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet’s website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. Non-disclosure Agreement; and
 - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

RFQ for supply, delivery and installation of overhead track equipment mast pole number for all types of mast, all signs and mast numbers



NAME: _____

DESIGNATION: _____

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

DRAFT COPY ONLY

Respondent's Signature

Date & Company Stamp

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

- 9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

- 10. We further hereby certify that I/we ~~have~~ **have not been** [delete as applicable] 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. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____	AS WITNESS:
-------------------------------	-------------

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duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp



ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CC**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total



revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** means the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.

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- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided



it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 points]

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

5.2 Subcontracting:



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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

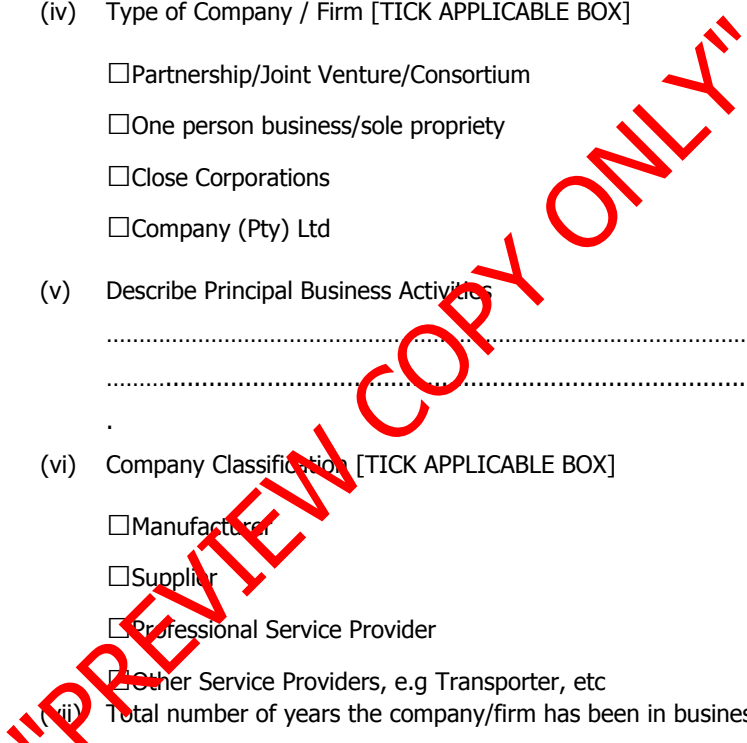
- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities
.....
.....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

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



BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;

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- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) Forward the matter for criminal prosecution.

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS...

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ANNEXURE B

5.0 Clause-by-clause compliance

1.0

2.0 Contractors shall indicate clause-by-clause compliance with all the specifications listed below and Scope of work from page 2 to 5 (clause 1.0 to 5.0). This shall take form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.

3.0

4.0 6.1 Clause by clause compliance table

5.0

6.0	Specification Reference and Clauses	7.0	Compliance Response	8.0	Explanation/ Reason for Deviation
9.0	Scope of work from page	10.0		11.0	
12.0	CEE.0045.2002/1	13.0		14.0	
15.0	CEE-0012 of 2002 (16.0		17.0	
18.0	BBC2036 (Drawing BBC2036 must be signed and dated)	19.0		20.0	
21.0	BBD8210	22.0		23.0	

24.0

25.0

26.0 **6.2 Scope of Work**

27.0

28.0	Clauses	29.0	Compliance Response	30.0	Explanation/ Reason for Deviation
31.0	1.1	32.0		33.0	
34.0	1.2	35.0		36.0	
37.0	1.3	38.0		39.0	
40.0	2.1	41.0		42.0	
43.0	2.2	44.0		45.0	
46.0	2.3	47.0		48.0	
49.0	2.4	50.0		51.0	
52.0	2.5	53.0		54.0	
55.0	2.6	56.0		57.0	
58.0	2.7	59.0		60.0	
61.0	2.8	62.0		63.0	
64.0	2.9	65.0		66.0	
67.0	2.10	68.0		69.0	

Respondent's Signature

Date & Company Stamp

RFQ for supply, delivery and installation of overhead track equipment mast pole number for all types of mast, all signs and mast numbers



70.0	2.1.1	71.0	72.0
73.0	2.1.2	74.0	75.0
76.0	2.1.3	77.0	78.0
79.0	3.0	80.0	81.0
82.0	3.1	83.0	84.0
85.0	3.2	86.0	87.0
88.0	3.3	89.0	90.0
91.0	4.0	92.0	93.0
94.0	5.1	95.0	96.0
97.0	5.2	98.0	99.0
100.0	5.3	101.0	102.0
103.0	5.4	104.0	105.0
106.0	5.5	107.0	108.0
109.0	5.6	110.0	111.0
112.0	5.7	113.0	114.0
115.0	5.8	116.0	117.0
118.0	5.9	119.0	120.0
121.0	5.10	122.0	123.0
124.0	5.11	125.0	126.0
127.0	6.0	128.0	129.0

6.3 BBD 8210 SPECIFICATION FOR GENERAL WORK AND WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT

1.0 SCOPE	Compliance Response	Explanation/ Reason for Deviation
1.1		
2.0 DEFINITIONS		
3.0 AUTHORITY OF OFFICERS OF TRANSNET		
3.1		
3.2		
4.0 CONTRACTOR'S REPRESENTATIVES AND STAFF		
4.1		

Respondent's Signature

Date & Company Stamp

RFQ for supply, delivery and installation of overhead track equipment mast pole number for all types of mast, all signs and mast numbers



4.2		
4.3		
5.0 OCCUPATIONS AND WORK PERMITS		
5.1.		
5.2		
5.3		
5.4		
5.5		
5.6		
5.7		
5.8		
5.9		
5.10		
6.0 SPEED RESTRICTIONS AND PROTECTION		
6.1		
6.2		
6.2.1		
6.3		
7.0 ROADS AND ROADS ON THE NETWORK OPERATOR'S PROPERTY		
7.1		
7.2		
8.0 CLEARANCES		
8.1		
9.0 STACKING OF MATERIAL		
9.1		
10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE		
10.1		
10.2		
10.3		
10.4		
10.5		
11.0 FALSEWORK FOR		

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STRUCTURES		
11.1		
11.2		
12.0 PILING		
12.1		
13.0 UNDERGROUND SERVICES		
13.1		
13.2.		
14.0 BLASTING AND USE OF EXPLOSIVES		
14.1		
14.2		
14.3		
14.4		
14.5.		
14.6		
14.7		
14.8		
14.9		
14.10		
14.11		
14.12		
14.13		
15.0 RAIL TROLLEYS		
15.1		
15.2		
16.0 SIGNAL TRACK CIRCUITS		
16.1		
16.2		
17.0 PENALTY FOR DELAYS TO TRAINS		
17.1		
18.0 SURVEY BEACONS AND PEGS		
18.1		
18.2		
18.3		
18.4		
19.0 TEMPORARY LEVEL		

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CROSSINGS		
19.1		
19.2		
19.3		
19.4		
19.5		
20.0 COMPLETION OF THE WORKS		
20.1		
21.0 PROTECTION OF PERSONS AND PROPERTY		
21.1		
21.2		
21.3		
21.4		
21.5		
21.6		
21.7		
21.8 22.0 INTERFERENCE WITH THE NETWORK OPERATOR'S ASSETS AND WORK ON OPEN LINES		
22.1		
22.2		
22.3		
22.4		
23.0 ACCESS RIGHTS-OF-WAY AND CAMPSITES		
23.1		
23.2		
23.3		
23.4		
24.0 SUPERVISION		
24.1		
24.2		
24.3		
24.4 25.0 HOUSING OF EMPLOYEES		
25.1.		
25.2		

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26.0 OPTICAL FIBRE CABLE ROUTES		
26.1		
26.		
27.0 GENERAL		
27.1.		
27.2		
27.3		
27.4		
27.5		
27.6		
27.7		
27.8		
28.0 WORK ON BUILDINGS OR FIXED STRUCTURES		
28.1		
28.2		
29.0 WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING OR UNLOADING		
29.1		
29.1.1		
29.1.1.1		
29.1.1.2		
29.1.2		
29.1.2.1		
29.1.2.2		
29.1.3		
29.2		
29.3		
29.4		
29.5		
29.6		
30.0 USE OF EQUIPMENT		
30.1		
30.1.2		
30.1.3		
30.1.4		

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30.1.5		
30.2		
30.2.1		
31.0 CARRYING AND HANDLING MATERIAL AND EQUIPMENT		
31.1.		
31.2		
31.3		
32.0 PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE, TREES ETC.		
32.1		
32.2		
32.3		
33.0 USE OF WATER		
33.1		
34.0 USE OF CONSTRUCTION PLANT		
34.1		
34.2		
34.3		
34.4		
34.5		
35.0 WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT		
35.1		
35.2		
36.0 TRACTION RETURN CIRCUITS IN RAILS		
36.1		
36.2		
36.3		
36.4		
37.0 HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY		

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6.4 CEE.0012 Method of Tendering

Clauses	Compliance Response	Explanation/ Reason for Deviation
1.0		
2.0		
3.0		
4.0		
4.1		
5.0		
6.0		
7.0		
7.1		
7.2		
7.3		
7.4		
7.5		
8.0		
8.1		
9.0		
10.0		
11.0		
12.0		
13.0		
14.0		

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6.5 CEE-0045 Painting of Steel Components of Electrical Equipment

Clauses	Compliance Response	Explanation/ Reason for Deviation
1.0 Scope		
2.0 References and Glossary		
2.1		
2.2		
2.3		
3.0 Method of Tendering		
3.1		

Respondent's Signature

Date & Company Stamp

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3.2		
3.3		
4.0 Service Conditions		
4.1 Environmental Conditions		
5.0 Surface Preparation		
5.1 Non-Galvanised Steel Work		
5.1.1		
5.1.2 Previously Coated Steel Work		
5.1.2.1		
5.1.2.2		
5.1.2.3		
5.1.2.4		
5.2 Galvanised Steel Work		
5.2.1		
5.2.2		
5.2.2.1		
5.2.2.2		
6.0 Product Application		
6.1		
6.2		
6.3		
6.4		
6.5		
6.6		
6.7		
6.8		
6.9		
7.0 Paint System		
7.1		
7.1.1		
7.1.2		
7.1.3		
7.1.4		
7.2		

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8.0 Coatings and Workmanship		
8.1		
8.2		
8.3		
9.0 SUBSTITUTION		
9.1		
9.2		

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Respondent's Signature

Date & Company Stamp