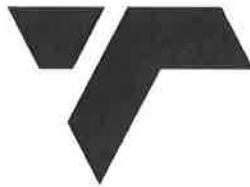


TRANSNET



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

**NEC3 Engineering & Construction Short Contract
(ECSC)**

RFQ NO. S.I.E 12029 CIDB

**SUPPLY, INSTALL, TEST, AND COMMISSION NEW MEDIUM
MAST LIGHT AT MAFIKENG MASHALLING YARD UNDER
THE CONTROL OF THE DEPOT ENGINEER
KRUGERSDORP.**

OPEN DATE: 23 AUGUST 2012

CLOSING DATE: 11 SEPTEMBER 2012

Contract
Contract Cover

TRANSNET



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TRANSNET



delivering on our commitment to you

Suppliers Code of Conduct

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Suppliers Code of Conduct

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

These are:

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

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

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

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

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

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



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

Employees may not receive anything that is calculated to:

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

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

Transnet is firmly committed to free and competitive enterprise.

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

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

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



These include, but are not limited to:

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

- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflict of Interest

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

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



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

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

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056

Part T1.2: Tender Data

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T1.2 TENDER DATA

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

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

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

Part T1: Tendering procedure

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable documents

T2.1 List of returnable documents

T2.2 Returnable Schedules

Part C1: Agreements and contract data

C1.1 Contract Data

Contract Data: The Contractor's Offer & Acceptance

Contract Data: Price List

Contract Data: Works Information

Contract Data: Site Information

C1.2 Adjudicator's Contract

F.1.4 The employer's agent is:

Name: Mr. J. J Potgieter

Address: Infrastructure Maintenance

Tel: 011 950 1312

E-mail: Jacobus.Potgieter@transnet.net

F.2.1.1 The following Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2EP** class of construction work, are eligible to submit tenders.

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2EP** class of construction work; and

Joint ventures are eligible to submit tenders provided that:

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

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

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

Name: Mr J.J Potgieter
Address: Infrastructure
Tel: 011 950 1312
E-mail: Jacobus.Potgieter@transnet.net

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

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

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

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

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

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

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

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

If posted, the envelope must be addressed to:

**The Chairperson
Transnet Freight Rail Acquisition Council
P.O. Box 4244
JOHANNESBURG
2000**

and must be dispatched in time for sorting by the Post Office to reach the Post Office Box indicated above, before the closing time of the tender.

If delivered by hand, to be deposited to the Transnet Freight Rail Acquisition Council tender box which is located in the foyer, and to be addressed as follows:

**The Chairperson
Transnet Freight Rail Acquisition Council
Ground Floor
Inyanda House 1
21 Wellington Road
Park Town
JOHANNESBURG
2001**

It should also be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week.

The measurements of the "tender slot" are 500mm wide x 100mm high, and Tenderers must please ensure that tender documents/files are not larger than the above dimensions. Tenders, which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

Identification details

Tenders must be submitted before the closing hour on the date as shown in F.2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No
- (b) Description of work
- (c) Closing date of tender

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

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

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

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

F.2.19 Access shall be provided for the following inspections, tests and analysis:

Inspection of current yard layout and measurements.

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

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

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

F.3.11.1 The procedure for the evaluation of responsive tenders is **Method 4**

The score for quality is to be calculated using the following formula:

$$W_Q = W_2 \times S_0 / M_S$$

Where W_2 is the percentage score given to quality and equals **60**
 S_0 is the score for quality allocated to the submission under consideration
 M_S is the maximum possible score for quality in respect of a submission

The score for financial offer is calculated using Formula 2 (option 2)

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable tender offer.
 P = the comparative offer of tender offer under consideration

Where W_1 is the percentage score given to financial offer and equals 100 minus W_2 .

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_C = W_3 \times (1 + \frac{S - S_m}{S_m})$$

Where W_3 is the number of tender evaluation points for quality and financial offer and equals:

- 1) 90 where the financial value, VAT exclusive, of all responsive tenders received have a value in excess of R2,000 000.00; or

S is the sum of score for quality and financial offer of the submission under consideration

S_m is sum of the score for quality and financial offer of the submission scoring the highest number of points

Up to 100 minus W_3 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

F.3.11.3 Only those tenderers who score a minimum score of 60 points in respect of the following quality criteria are eligible to be evaluated commercially.

Description of quality criteria and sub criteria			Maximum number of tender evaluation points
Commercial	Competitive Pricing	100%	30
Technical/Quality criteria:	Safety (Safety Clauses and Questionnaire)	10%	60
	Risk/Environmental Management/Integrated Management System	10%	
	Compliance to specifications	35%	
	Technical Capacity / Resources / Previous Performance	20%	
	Delivery / Schedule	15%	
	Further Recognition	10%	
BBBEE Certificate and Scorecard		10%	10
Total evaluation points			100

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

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

F.3.13.1 Tender offers will only be accepted if:

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

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

The additional conditions of tender are:

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

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

3. TENDERING PROCEDURE

3.1 An addendum reflecting changes to the project specification and 'Price List' may be forwarded to the Tenderer after the site meeting and the Tenderer shall quote accordingly, failure of which will result in disqualification.

3.2 Tenderers shall duly fill in the attached 'Price List'. **The prices shall be fixed for the duration of the contract and no escalation will be allowed.** Items not reflected in the 'Price List', but covered in the project specification or agreed at site meetings, shall be added to the 'Price List' by the Tenderer and quoted for accordingly.

3.3 Tenderers shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.

- 3.4 During the duration of the contract, the successful Tenderer shall be required to inform the Deputy of any staff changes and provide the qualifications of the replacement staff for approval.
- 3.5 **Tenderers shall indicate clause-by-clause compliance with the specifications.** This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.
- 3.6 Tenderers shall motivate a statement of non-compliance.
- 3.7 The successful Tenderer shall provide a Gantt or a similar chart showing when the works will be done and energised. This chart shall be submitted to the Employer or Deputy within 14 days after the award of the contract has been made to the successful Tenderer.
- 3.8 Where equipment offered does not comply with standards or publications referred to in the specification, Tenderers shall state which standards apply and submit a copy in English or certified translation.
- 3.9 Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 3.10 During the duration of the contract period, the successful Tenderer shall be required to inform the Employer / Deputy of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 3.11 Tenderer shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

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Part T2: Returnable Documents/Schedules

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PART T2: RETURNABLE DOCUMENTS / SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

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

1.0 Returnable documents required for tender evaluation purposes

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

T2.2 RETURNABLE SCHEDULES

2.0 Returnable Schedules required for tender evaluation purposes

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

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

3.0 Returnable Schedules that will be incorporated into the contract

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

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CERTIFICATE OF ATTENDANCE AT INFORMATION BRIEFING SESSION/SITE INSPECTION

This is to certify that

(Tenderer)
of

(address)

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

Particulars of person(s) attending the meeting/site inspections:

Name: _____ Signature _____

Capacity: _____

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

Name: _____ Signature _____

Capacity: _____ Date and time _____

RESOLUTION OF BOARD OF DIRECTORS

Name of firm _____

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

FULL NAME(S)

SIGNATURE

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

Confirm: Date _____

FULL NAME _____

CHAIRMAN

FULL NAME _____

SECRETARY

Certified true copy:

SIGNED AT _____ ON THIS _____ DAY OF _____

20 _____

SCHEDULE OF THE TENDERER'S EXPERIENCE

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

Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed
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Signed _____

Date _____

Name _____

Position _____

Tenderer _____

SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

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

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

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Signed _____ Date _____

Name _____ Position _____

Tenderer _____



CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

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



SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

FOREIGN EXCHANGE RATE INFORMATION REQUIRED TO BE FURNISHED BY TENDERERS.

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

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

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

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

- Note:**
- (1) The percentage quoted above will be deemed to apply even though a portion only of the item(s) tendered for is accepted.
 - (2) Adjustment in respect of variation in exchange rate will be allowed only on the percentage of the tendered price quoted above.

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

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

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

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

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

7. Invoices in respect of goods supplied must reflect the amount remitted or to be remitted to another country and the amount to be retained in South Africa.

8. **The Contractor shall take out forward cover for all imported materials and services within 14 days of award of the contract. Proof shall be submitted to**

the Project Manager of the contract. The cost of forward cover shall be invoiced separate from the contract invoices and shall not be included in the tender price.

SIGNATURE OF TENDERER

DATE: _____

WITNESSES:

1. _____

2. _____

ADDRESS:

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RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



TRANSNET SUPPLIER DECLARATION/APPLICATION

The Financial Director or Company Secretary

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

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

NB:

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

IMPORTANT NOTES:

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

Regards,

Transnet Vendor/Supplier Management [*please substitute this with your relevant Transnet department before sending this document out*]

Supplier Declaration Form

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

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

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable) (* - Minimum requirements)

2.1 Indicate the business sector in which your company is involved/operating:

Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2 What is your company's annual turnover (excluding VAT)? *

<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3 Where are your operating/distribution centres situated *

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable) (* - Minimum requirements)

3.1 Did the firm previously operate under another name? *

YES		NO	
-----	--	----	--

3.2 If Yes state its previous name:*

Registered Name

Trading Name

3.3 Who were its previous owners / partners / directors?*

SURNAME & INITIALS	ID NUMBERS

3.4 List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *

SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING



3.5	List details of current directors, officers, chairman, secretary etc. of the firm: *					
SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6	List details of firms personnel who have an ownership interest in another firm: *				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (- Minimum requirements)*

4.1	How many personnel does the firm employ? *					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1	In terms of above kindly provide numbers on women and disabled personnel? *					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1	Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?		
YES	NO		

4.2.2	Is your company a recipient of Enterprise Development Contributions?*		
YES	NO		

4.2.3	May the above mentioned information be shared and included in Transnet Supplier Data future reference? *		
YES	NO		

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *		
YES	NO		

4.2.5	If yes (above) kindly provide the following information:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						



4.2.7	Are any of your members/shareholders/directors ex employees of Transnet?				
YES		NO			
4.2.8	Are any of your family members employees of Transnet?				
YES		NO			
4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department											
TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unbloc		Once-Off / Emergency			
Exten		Delete		Undele							
Supplier's trading name											
Supplier's registered name											
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes		No	
If yes please submit a copy of the letter of award											

a) What is being procured from the supplier?

i. Products only	Yes	No
ii. Services only	Yes	No
iii. Labour only	Yes	No
iv. Mix of services and products	Yes	No
v. Mix of services and labour	Yes	No

b) If your answer is YES to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant PAYE questionnaires have been forwarded to the appropriate Transnet Operational Divisions' decision making bodies / Strategic Supply Management team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

c) If your reply to (b) is "NO", please furnish reasons :

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

	Grade	Date				Signature			
		Y	Y	Y	Y	M	M	D	D
Tel No:		Fax							



Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of														
NARROW BASED (NB)				BROADBASED (BBEE)										
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m		LARGE: >R35m	VALIDITY DATE					
				Grade		Date				Signature				
						Y	Y	Y	Y	M	M	D	D	
						Y	Y	Y	Y	M	M	D	D	

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COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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



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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary



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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

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EVALUATION SCHEDULE: APPROACH PAPER

The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to health and safety. The approach paper should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows:

	Technical approach and methodology
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is too generic.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

CURRICULUM VITAE OF KEY PERSONNEL

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



TRANSNET SOC LIMITED / CONTRACTORS / SUB-CONTRACTORS

CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

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

- 1) That the Contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfil all his obligations as an employer in terms of the Act.
- 2) The Contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the Contractor shall obtain them from a person designated by Transnet SOC Limited for this purpose, and all requirements of the Contractor must rigidly comply with the permit.
- 4) The Contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The Contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the Contractor to his employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The Contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The Contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet SOC Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet SOC Limited.
- 10) The Contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet SOC Limited immediately with full particulars of any sub-Contractor which he may involve in the contract in order that the sub-Contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.

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

*As applicable

Tenderer OH & S Management System Questionnaire

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

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

3. OH&S Training		
Describe briefly how health and safety training is conducted in your company:		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
4. Health and Safety Workplace Inspection		
- Are regular health and safety inspections at worksites undertaken? -If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details		
5. Health and Safety Consultation		
- Is there a workplace health and safety committee?		
- Are employees involved in decision making over OH&S matters? - If yes provide details		
- Are there employee elected health and safety representatives? - Comments		
6. OH&S Performance Monitoring		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company ever been convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

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

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

Signed
(Tenderer)

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PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

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Signed

Date

Name

Position

Tenderer



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

LABOUR PAYMENT SCHEDULE

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

DAY LABOUR (IF REQUIRED)

Skilled Rate/Hour _____

Unskilled Rate/Hour _____

Labourer Rate/Hour _____

Driver/Operator Rate/Hour _____

% Profit on Material _____

TRANSPORT AND MACHINERY

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

8. Full details of any other charges:

TENDERER: _____

DATE: _____



RFQ DECLARATION FORM

RFQ FOR THE SUPPLY, INSTALL, TEST, AND COMMISSION NEW MEDIUM MAST LIGHTS IN THE, MARSHALLING YARD OF MAFIKENG.

NAME OF COMPANY: _____

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

6. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
7. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Respondents" overleaf).
8. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this ____ day of _____ 20____

For and on behalf of duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

IMPORTANT NOTICE TO RESPONDENTS

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

Part C1: Agreement and Contract Data

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Contract Data

The Employer is

PROJECT SPECIFICATION FOR:

SUPPLY, INSTALL, TEST AND COMMISSION NEW MEDIUM MAST LIGHTS AT MAFIKENG MARSHALLING YARD UNDER THE CONTROL OF THE DEPOT ENGINEER, KRUGERSDORP.

The Employer is:

Name Transnet Limited, trading as Transnet Freight Rail.
Address PO Box 2977, Millsite, KRUGERSDORP. 1740.
Telephone (011) 950-1312 Fax No. (011) 950-1360
E-mail Jacobus.Potgieter@transnet.net

A:

The site is: **MAFIKENG RAILWAY MARSHALLING YARD**

2.0 TENDERING PROCEDURE

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

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

Works Information

3.0 DESCRIPTION OF THE WORK

- 3.1.1 This contract is for the supply and installation of three (3) new mid-hinged, 15 metre, medium masts including twelve (12) x high pressure sodium vapour flood lights and to provide the power cabling between the supply source and the masts. It also includes construction of the foundations and testing the completed project at Mafikeng marshalling yard. The position and placement of the masts shall be indicated to the Tenderers on the day of the site inspection.
- 3.1.2 The Tenderers shall submit design calculations for the foundations as well as the masts being offered. This shall be signed by a registered professional engineer. He shall further be responsible to submit certificates to Transnet Freight Rail certifying the strength of the concrete being used and that the raising/lowering system has been tested and certified safe for service after assembly and installation. After completion the contractor shall provide a 'certificate of compliance' for the electrical installation.
- 3.1.3 The Contractor shall provide all termination kits for connection of the supply cable and do the connection at the mast connection boxes. Transnet Freight Rail will do the connection of the cable at the supply source. (Contractor to supply the termination kit)
- 3.1.4 The Contractor shall provide two (2) suitable piped entries for the cable/s at each mast foundation and electrical connection at the masts.

3.2 REQUIREMENT FOR THE WORK SCOPE

- 3.2.1 **The Contractor shall provide the following (Complying to Specification no. CEE-0019.90)**
- 3 x 15metre mid-hinged medium masts.
 - 12 x 400Watt high pressure sodium vapour floodlight luminaires, lamps, control gear etc complete with luminaire mounting bracket.
 - Foundation material including all steel reinforcing and foundation bolts.

- Sleeve pipes for cable entries at foundations **(two entries per mast foundation)**
- 200mtr x 16mm² x 4 core PVC, SWA power supply cable including termination kits at masts and the source of power supply.
- The electrical system of the masts including circuit breakers, connection boxes and the cabling of the masts.
- Earthing material.
- Winch and raising/lowering gear and tools for servicing and maintenance of the mast.
- Contractor's workforce, supervision, vehicles, crane, machinery, tools and equipment or other plant and protective equipment and clothing to ensure the safe execution of the works.

3.3 WORK TO BE PROVIDED AND PERFORMED BY THE CONTRACTOR

- 3.3.1 The Contractor shall conduct soil bearing pressure tests. Irrespective the requirement of the relevant clauses of Specification no. CEE-0019.90 the Contractor shall conduct soil bearing pressures for the design of the mast foundations at the proposed location/s. Full design detail of the foundations in accordance with Specification no. CEE-0019.90 for the prevailing soil condition shall be submitted to the Manager for approval prior to the construction of the mast foundations.
- 3.3.2 Excavate the foundation holes to the required depth. Where power driven mechanical excavators are used, the Contractor shall ensure that they are not being used in close proximity to other plant or equipment liable to be damaged by the use of such machinery. This shall in all cases be done with the prior approval of the Manager.
- 3.3.3 Excavate the cable trenches to the required depth. Supply and install all cabling between the power supply source and the masts.
- 3.3.4 He shall acquaint himself with the existing infrastructure and take all necessary precautions to safeguard all structures, cables, railway track, ballast formation or other property on site from any danger of subsidence.
- 3.3.5 Where the Contractor damages any existing services or structures during excavations he shall immediately notify the Manager in writing as to the extent of the damage and either effect repairs himself or arrange for the repairs to be carried out by Transnet Freight Rail personnel. Cost for repairs done by Transnet Freight Rail shall be borne by the Contractor.
- 3.3.6 The Contractor shall take all necessary precautions and provide the necessary warning signs, barriers and/or lights to ensure that employees of Transnet Freight Rail or the Contractor as well as the public on site are not endangered.
- 3.3.7 Where necessary the Contractor shall provide water pumps and associated equipment to remove water from excavations. Any water being pumped from the excavations shall be disposed of in such a manner that no danger is caused to other services, personnel or public. The cost for providing the above shall be incorporated in the excavation rates and no extra shall be allowed for.
- 3.3.8 Excavated material required for back filling shall be placed adjacent to the foundation holes in such a manner as to prevent nuisance, interference or damage to adjacent drains, gateways, trenches, other works, properties or train traffic. Great care shall be exercised not to soil the ballast stone and track formation. Where this is not possible the excavated material shall be removed from site and a sufficient quantity

returned for back filling on completion of foundation casting, at no extra cost. Surplus material shall be removed from site and disposed of at the Contractor's cost.

- 3.3.9 Set up the top boxes and position the bolt group steelwork. Transnet Freight Rail reserves the right to inspect the foundation holes prior to setting up the top boxes and bolt groups.
- 3.3.10 Casting the foundations shall be in accordance with Specification no. CEE-0019.90 (Section 10.0).
- 3.3.11 All concrete work to be carried out as per Specification S-420.
- 3.3.12 The masts shall only be installed onto the new foundations when:
- Sufficient time has been allowed for the concrete to cure,
 - Total occupations have been arranged in conjunction with Transnet Freight Rail for the installation of the masts onto the foundations.
 - The mast foundations have been inspected and accepted for service by the Manager or his representative.
- 3.3.13 Luminaires shall be 400 Watt high pressure sodium vapour complying with Specification no. CEE-0019.90 (Section 14.0) They shall be fitted onto the brackets and aimed by the Contractor to achieve the required minimum maintained illuminance in accordance with clauses 8.9 and 8.10 of Specification no. CEE-0019.90 on the horizontal plane at ground level.
- 3.3.14 The contractor shall be responsible to provide the supply cable to the masts as well as the connection there-of at the mast connection box. The Contractor shall provide the cable termination material for connecting the cable at the supply source (by Transnet Freight Rail).
- 3.3.15 The electrical connection between the mast and the earth rod shall be by means of 96mm² galvanised steel wire, PVC sheathed if the rod is installed on the outside of the mast foundation.

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Price List

Ite	Description	Unit	Qty	Rate	Price
A	Potchefstroom Medium Mast Lighting				
	DESCRIPTION	UNIT	QUAN TITY	RATE	AMOUNT
1	Supply to site and install a hot dip galvanised 15 metre mid hinged, medium mast with luminaire head frame complete, fully equipped distribution board in the mast and cable connection to head frame. (The mast shall in all respects conform to the requirements of Specification no. CEE-0019.90)	ea	3		
2	Supply and install a luminaire (400Watt HPS floodlight) complete with control gear, lamp holder and lamp complying to the requirements of Specification no. CEE-0019.90	ea	12		
3	Provide a foundation complete with reinforcement steelwork, bolts and <u>two sleeve pipe cable entries</u> in accordance with the requirements of Specification no. CEE-0019.90	ea	3		
4	Excavate cable trenches (In soil) 700mm x 150mm.	mtr	160		
4	Supply and install power cabling, <u>16mm² x 4 core PVC insulated - SWA</u> from the supply source to every mast. Cabling shall be complete with all glands, lugs, shrouds etc for proper connection and termination at all masts as well as the source of supply.	mtr	200		
5	Supply, install and connect up an earth rod at the mast foundation. The connection between the mast and earth rod shall be by means of 96mm ² galvanised steel wire PVC cable if the rod is installed outside of the mast foundation.	ea	3		
6	Provide a suitable winch and raising/lowering gear and tools for the safe operation and servicing of the masts.	set	1		
7	Test mast luminaire raising and lowering system and issue a certificate of compliance (by a person with accreditation)	ea	3		
8	P's and G's	sum	1		
9	Security	sum	1		
A	Price for Mafikeng medium mast lighting		R		
B	14% VAT		R		
C	Total price for Mafikeng (A+B)		R		

B:

- 1.1 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
- 1.2 The Contractor shall ensure that a safety representative is at site at all times.
- 1.3 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.4 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
 - 1.4.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - 1.4.2 The Occupational Health and Safety Act (Act 85 of 1993).
 - 1.4.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
 - 1.4.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
 - 1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.5 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.6 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.7 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.
- 1.8 A penalty charge of **R500.00** per day will be levied for late completion.
- 1.9 10% retention money will be retained and will be released 12 months after the completion date of the contract.
- 1.10 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Supervisor in writing.

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

3.4 PROTECTION OF THE WORKPLACE, MATERIALS HANDLING AND SECURITY.

- 3.4.1 The Contractor shall provide protection of the workplace in the form of timeous warnings against approaching trains. Before commencement of any work requiring occupation/s the Contractor shall consult with the Transnet Freight Rail representative that protection has been set out.
- 3.4.2 The Contractor shall be responsible for the transport to site, off-loading, handling, storage and security of all material required for the construction/execution of the works.
- 3.4.3 The Contractor shall bring own security for the duration of the construction, installation and commissioning until handover of the new medium mast lights.

4.0 INSPECTIONS

- 4.1.1 Inspections will be convened on an ad-hoc basis as communicated by both parties. The interval between inspections will at no time exceed two weeks.

5.0 TO BE PROVIDED BY TRANSNET FREIGHT RAIL:

- 5.1.1 Provide supervision and conduct inspections during the contract period.
- 5.1.2 Assist the Contractor to peg the mast positions.
- 5.1.3 Assist the Contractor with arrangement for occupations.
- 5.1.4 Provide and install the required bonding equipment and material between the mast and adjacent railway track (if necessary)

6.0 DRAWINGS, INSTRUCTION MANUALS AND SPARE PART CATALOGUES

- 6.1 The successful Contractor shall be required to submit all design drawings (paper prints), within two weeks of award of tender, to the Project Manager or Supervisor for approval. No construction or manufacturing activity will be allowed prior to the associated drawings having been approved.
- 6.2 During the duration of the contract period, the successful Contractor will be required to inform the Project Manager or Supervisor of any changes to these drawings and will have to resubmit the affected drawings for approval prior to it being used on this contract.
- 6.3 All drawings, catalogues, instruction book and spares lists shall be in accordance with Transnet Freight Rail's specification CEE.0224.2002.

7.0 SITE TESTS

- 7.1 The equipment shall be inspected and/or tested and approved by Transnet Freight Rail Quality Assurance at the Contractor's workshop prior to it being taken to site. Only once the approval has been granted can the equipment be taken to site for installation.
- 7.2 The Contractor shall be responsible for carrying out the on-site tests and commissioning of all equipment supplied and installed in terms of this specification and the contractual agreement.
- 7.3 The Contractor shall arrange for the Transnet Freight Rail Supervisor or his representative to be present to witness the on-site tests.
- 7.4 The on-site tests and subsequent commissioning **will not commence until ALL CONSTRUCTION** work has been completed. Construction staff, material and equipment shall be removed from site prior to the commencement of testing. Testing and commissioning of the medium mast yard lights will not be allowed to take place in a construction site environment.
- 7.5 The on-site tests shall include the following:
 - 7.5.1 Test for the functionality of all electrical circuitry.
 - 7.5.2 7.5.3 Test on equipment as per manufacturer's instructions.
 - 7.5.4 7.5.4 Insulation tests.
- 7.6 At the completion of the on-site tests, the Project Manager or Supervisor or his representative shall either sign the tests sheets (supplied by the Contractor) as having witnessed the satisfactory completion thereof, or hand to the Contractor a list of defects requiring rectification.
- 7.7 Upon rectification of defects, the Contractor shall arrange for the Project Manager or Supervisor or his representative to certify satisfactory completion of on-site tests.
- 7.8 Acceptance by the Project Manager or Supervisor of satisfactory completion of on-site tests in no way relieves the Contractor of his obligation to rectify defects which may have been overlooked or become evident at a later stage.

8.0 COMMISSIONING OF EQUIPMENT

- 8.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.

- 8.2 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 8.3 The commissioning of equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period.
- 8.4 It is the Contractor's responsibility to satisfy him/her that the commissioning of the equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 8.5 The Contractor shall be present during the testing procedure to rectify any faults found.

9.0 GUARANTEE AND DEFECTS

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

10.0 QUALITY AND INSPECTION

- 10.1 Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful Contractor.
- 10.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.
- 10.3 The Contractor shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place.

- 10.4 The Contractor shall be responsible to issue a compliance certificate in terms of SANS 0142 for the site before energizing of the equipment shall take place.

Works Information

11.0 Specifications

South African National Standards:

- 11.1 SANS 1091 National colour standard.
11.2 SANS 763 National colour standard.
11.3 SANS 121 Hot dip galvanised zinc coating for fabricated iron or steel article.
11.4 SANS 10142 Wiring Code.

Transnet Freight Rail:

- 11.5 CEE.0019.90 Medium mast lighting of outdoor areas
11.6 BBC 0198 version 1 Specifications for the supply of cables.
11.7 CEE.0023.90 Specifications for installation of cables.
11.8 CEE.0045.2002/1 Painting of steel Components of Electrical Equipment.
11.9 CEE.0183.2002 Hot dip galvanising and painting of electrical equipment.
11.10 CEE.0224.2002 Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract.
11.11 Occupational Health and Safety Act. No. 85 of 1993 (Available at Depot for referral)
11.12 E4B: Minimum Communal Health Requirement in areas outside the jurisdiction of a local Authority.
11.13 E4E: Safety arrangement and procedural compliance with the Occupational Health and Safety Act; Act 85 of 1993 and Regulations.
11.14 E7/1: Specification for Works on, over, under or adjacent to Railway lines and near high voltage equipment.

11.14.1

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

12.0 Constraints on how the Contractor Provides the Works

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

13.0 Requirements for the programme

- 13.1 Programme of work : To be submitted by successful Contractor
13.2 CIDB rating : 2 EE or higher
13.3 Format : Gantt chart
13.4 Information : How work is going to be executed and commissioned
13.5 Submission : 2 weeks after the award of contract
13.6 Site diary : Successful Contractor to supply in triplicates carbon copies
13.7 Site instruction book : Successful Contractor to supply in triplicates carbon copies

Site Information

The works shall be performed at Mafikeng marshalling yard.
The proposed area of installation of the medium masts shall be in between railway tracks.
The position of the masts shall be indicated to the tenderers on the day of the site inspection.

Access to site is available along the existing national and municipal roads as well as vehicle access roads into the marshalling yard of Mafikeng.

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Contract Data

The Contractor's Offer

The Contractor is

Name

Address

Telephone **Fax No.**

E-mail

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

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

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

The offered total of the
Prices is

Signed on behalf of the Contractor

Name

Position

Signature **Date**

The Employer's Acceptance

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

Signed on behalf of the Employer

Name

Position

Signature **Date**

END

Part C1.2 Adjudicator's Contract

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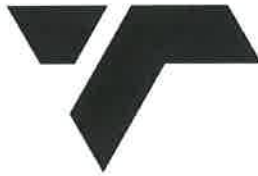
CONTRACT DATA

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

- Optional statements**
- If the period for payment of invoices is not three weeks**
- The period for payment of invoices is **four**.....weeks.
- If additional conditions of contract are required**
- The *additional conditions of contract* are
To be advised
 -
 -
 -

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TRANSNET



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

ADDENDUM NO. 1 SPECIFICATIONS TO THE CONTRACT

- 1) Where ever the registration number "1990/00900/06" appears in these specifications, please replace it with "1990/00900/30".

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TRANSNET



freight rail



A division of Transnet limited

**ENGINEERING AND TECHNOLOGY
TECHNOLOGY MANAGEMENT**

SPECIFICATION

**REQUIREMENTS FOR THE SUPPLY OF ELECTRIC
CABLES**

(Appendix to be filled in by client)

Authors: Engineering Technician (level 1) B.L. Ngobeni
Section: Technology
Management

A handwritten signature in black ink, appearing to read 'B.L. Ngobeni', written over a dotted line.

Approved: Engineering Technician (level 3) D.O. Schulz
Section: Technology
Management

A handwritten signature in black ink, appearing to read 'D.O. Schulz', written over a dotted line.

Authorised: Senior Engineer L.O. Borchard
Section: Technology
Management

A handwritten signature in black ink, appearing to read 'L.O. Borchard', written over a dotted line.

Date: 5 September 2005

Circulation restricted to:

- Engineering & Technology: Infrastructure Maintenance
- Engineering & Technology: Infrastructure Engineering
- Engineering & Technology: Technology Management

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1.0 SCOPE

This specification covers Spoornet's requirements for cables used for:

- Medium voltage reticulation systems, distribution systems, traction substation supplies, and 3 kV DC feeder applications (3,3/3,3 kV to 19/33 kV),
- Cables used for fixed installations (300/500 V to 1900/3300 V).

2.0 STANDARDS

The following publications (latest version) are referred to herein:

2.1 SOUTH AFRICAN NATIONAL STANDARDS

- SANS 97
Electric cables - Impregnated paper insulated metal-sheathed cables for rated voltages 3,3/3,3 kV to 19/33 kV (excluding pressure assisted cables).
- SANS 1539
Electric cables – Cross-linked polyethylene (XLPE) insulated cables for rated voltages 3,8/6,6 kV to 19/33 kV.
- SANS 1507
Electric cables with extruded solid dielectric insulation for fixed installations 300/500 V to 1900/3300 V,
Part 1-General,
Part 3-PVC Distribution cables,
Part 4-XLPE distribution cables,
Part 5-Halogen free distribution cables.

3.0 APPENDIX

The following appendix forms an integral part of this specification.

- 3.1 Appendix 1 Schedule of Requirements: Details of the cable to be supplied.

4.0 TENDERING PROCEDURE

- 4.1 Tenderers shall indicate clause-by-clause compliance with the specification. They shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.
- 4.2 The tenderers shall motivate a statement of non-compliance.
- 4.3 The tenderer shall submit technical specifications of the cables offered.
- 4.4 Failure to comply with clauses 4.1, 4.2 and 4.3 could preclude a tender from consideration.
- 5.0 MEDIUM VOLTAGE CABLES
- 5.1 IMPREGNATED PAPER INSULATED.
- 5.1.1 Paper impregnated lead sheathed (PILC) cables used for reticulation systems and traction power supplies and other applications shall be in accordance with SANS 97.
- 5.1.2 The voltage range for the cables shall be between 3,3kV and 33kV.
- 5.1.3 The cables shall be three core with stranded copper conductors.
- 5.1.4 The cables shall be paper insulated, screened type, lead sheathed provided with an extruded PVC bedding.

- 5.1.5 The armouring shall be galvanised steel wire with outer extruded PVC over sheath over the armouring.
- 5.1.6 The cable shall be so manufactured that it is fully protected against the effect of electrolysis.
- 5.1.7 Single core cables used for 3 kV DC application shall withstand a test voltage of 10,5 kV for one minute.
- 5.1.8 Cables shall be suitable for laying directly in soil and concrete trenches.
- 5.1.9 The cables shall withstand exposure to water, corrosive conditions as well as high ultra violet conditions caused by direct sunlight.
- 5.1.10 The cables shall be tested in accordance with SANS 97. Type test certificates shall be submitted with the cables offered.
- 5.1.11 The packing, marking and sealing of cables and cable drums shall be in accordance with SANS 97.
- 5.2 CROSS – LINKED POLYETHYLENE INSULATED (XLPE).**
- 5.2.1 XLPE cables used for traction systems, 3kV DC traction feeders and traction power supplies and other applications shall be in accordance with SANS 1339.
- 5.2.2 The voltage range for the cables shall be between 3,8kV and 33kV
- 5.2.3 Cables shall be single or three-core with stranded copper conductors.
- 5.2.4 The cables shall be type A (armoured) for single and three core cables.
- 5.2.5 Single core type A cable shall be copper tape screened, aluminium wire armoured and provided with a PVC outer sheath.
- 5.2.6 Single core cables shall be rated for 3,8/6 kV.
- 5.2.7 Single core cables used for 3 kV DC application shall withstand a test voltage of 10,5 kV for one minute.
- 5.2.8 Three core type A cable shall be copper tape screened, galvanised steel wire armoured and provided with a PVC outer sheath.
- 5.2.9 The manufacture of the single and three core cables shall be such that the cables are fully protected against the effect of electrolysis.
- 5.2.10 The cables shall be suitable for laying directly in soil and concrete trenches.
- 5.2.11 The cables shall withstand exposure to water, corrosive conditions as well as high ultra violet conditions caused by direct sunlight.
- 5.1.12 The cables shall be tested in accordance with SANS 1339. Type test certificates shall be submitted with the cables offered.
- 5.2.12 Where specified flame-retardant and halogen free cables shall be in accordance with SANS 1339.
- 5.2.13 The packing, marking and sealing of cables and cable drums shall be in accordance with SANS 1339.
- 6.0 CABLES FOR FIXED INSTALLATIONS**
- 6.1 Unless otherwise specified single and multi-core, wire armoured, extruded PVC insulated cables shall be used for fixed installations. The cables shall be in accordance with SANS 1507 part 1 and part 3.
- 6.2 The voltage range is between 300/500 V to 1900/3300 V
- 6.3 Cables shall have stranded annealed copper conductors.

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6.4 The cables shall be marked according to SANS 1507 part 3. Core identification shall be by means of colour code or numbering of the insulation.

6.5 The cable shall be so manufactured that it is fully protected against the effect of electrolysis.

6.6 Where XLPE or halogen free cables are specified the cables shall be in accordance with SANS 1507 parts 4 and 5.

6.7 The cables shall be tested in accordance with SANS 1507 parts 3, 4 and 5. Type test certificates shall be submitted with the cables offered.

6.8 The packing, marking and sealing of cables and cable drums shall be in accordance with SANS 1507.

7.0 QUALITY ASSURANCE

7.1 Spoomet reserves the right to carry out inspection and tests on the equipment at the works of the supplier/manufacturer.

7.2 Arrangements must be made timeously for such inspections and type/routine tests in accordance with the cable specifications are carried out before delivery of the cables to the site.

8.0 INSPECTION AND TESTING

8.1 Spoomet reserves the right to carry out inspections and any tests on cables at the factory of the supplier/ manufacturer.

8.2 Arrangements must be made with The Senior Engineer, Technology Management Spoomet for inspections to be carried out before delivery of the equipment.

SCHEDULE OF REQUIREMENTS
(To be completed by the client)

1.0 MEDIUM VOLTAGE CABLES

1.1 PAPER IMPREGNATED LEAD SHEATHED (PILC)

- 1.1.1 Rated Voltage (V):
- 1.1.2 Number of cores:
- 1.1.3 Length of cables (m):
- 1.1.4 Size of conductors (mm²):

1.2 CROSS LINKED POLYETHYLENE INSULATED (XLPE)

(XLPE is recommended for 3 kV DC Applications)

- 1.2.2 Rated Voltage (V):
- 1.2.3 Number of cores:
- 1.2.4 Length of cables (m):
- 1.2.5 Size of conductors (mm²):
- 1.2.6 Flame retardant (required/not required):

2.1 CABLES FOR FIXED INSTALLATIONS

- 2.1.1 Type of cable required:
 - PVC Distribution cables: (Yes/ No):
 - XLPE Distribution cables: (Yes/No):

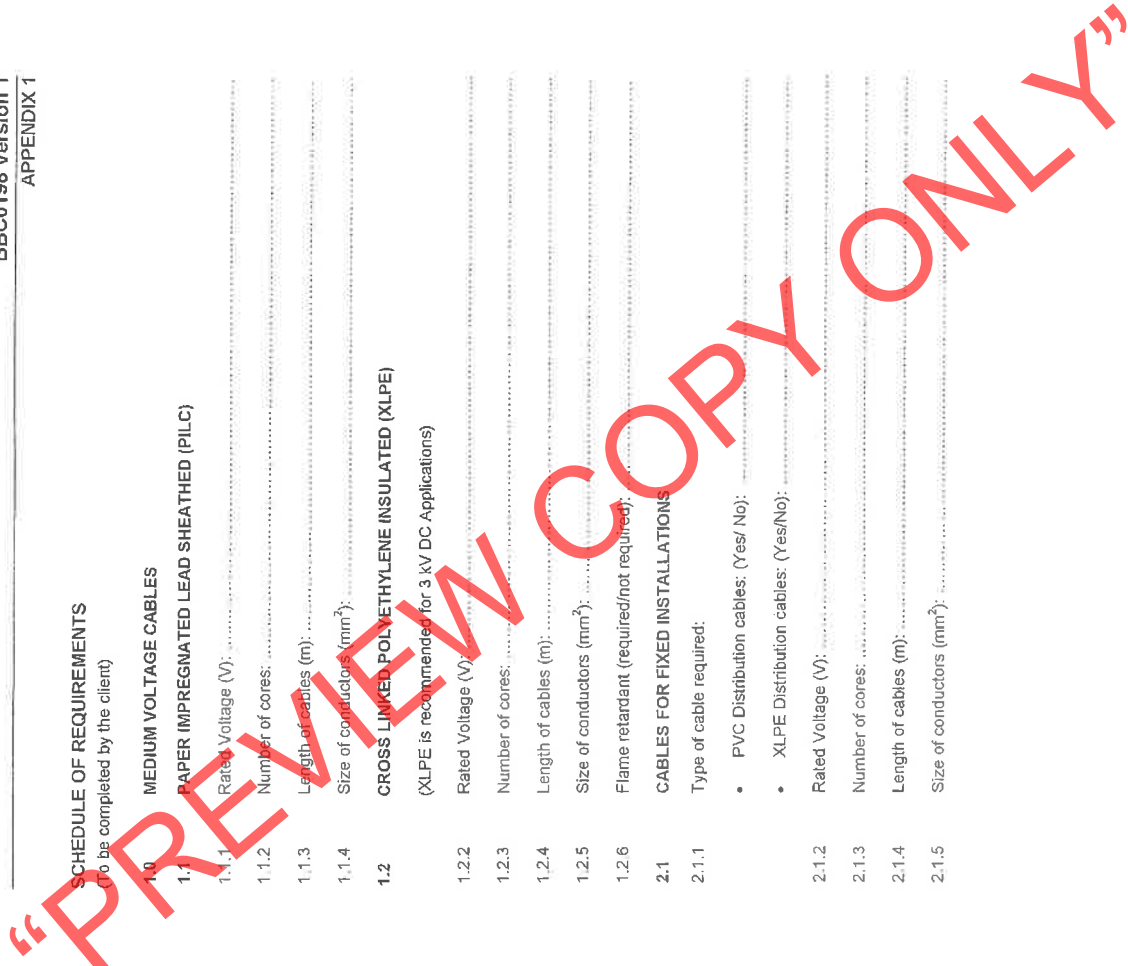
Rated Voltage (V):

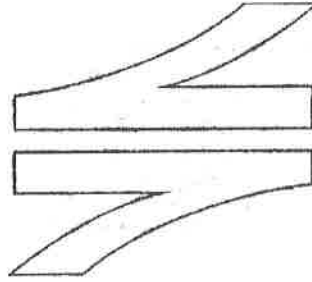
Number of cores:

Length of cables (m):

Size of conductors (mm²):

END





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**TECHNICAL
RAILWAY ENGINEERING**

SPECIFICATION CONTROL PAGE

**HOT DIP GALVANISING AND PAINTING OF
ELECTRIFICATION STEELWORK**

Statement of authorisation:

There is no SABS specification available for similar material / equipment and as far as can be ascertained no other specification / standard suitably covers Spoornet requirements. The specification has been compiled in a manner, which shall favour / encourage local manufacture of material/equipment to a maximum degree.

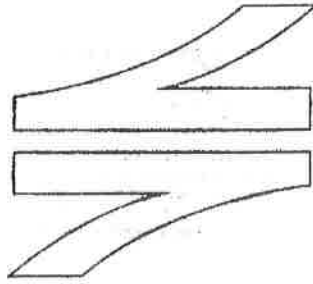
Author: Chief Engineering Technician Jan C van Tonder
Configuration management

Approved: Senior Technologist HA Slier
Railway Engineering

Authorised: Senior Engineer L O Borchard
Railway Engineering

Date: January 2002

This page is for control purposes only and shall not be issued with the specification.



SPOORNET

A division of Transnet limited

**TECHNICAL
RAILWAY ENGINEERING
SPECIFICATION**

**HOT DIP GALVANISING AND PAINTING OF
ELECTRIFICATION STEELWORK**

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Technical

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1.0 SCOPE

- 1.1 This specification covers the hot dipped galvanising and painting of electrification steelwork.
- 1.2 The extent of work includes galvanising and painting of steelwork consisting of universal column masts with welded on bases up to 14 m in length and small part steelwork consisting of channel, angle and flat iron fittings, welded assemblies and tubular cantilevers.

2.0 REFERENCES

- 2.1 The following publications (latest edition) are referred to herein:

SABS 763:	Hot Dipped Galvanising.
SABS 1091:	National Colour Standards for Paint.

3.0 METHOD OF TENDERING

- 3.1 Tenderers shall indicate clause by clause compliance or non-compliance with the specification. This shall take the form of a separate document listing all the specification clause numbers indicating the individual statement of compliance or non-compliance.
- 3.2 The Schedule of Requirements, Quantities and Prices, Appendix 1 to this specification shall be fully completed by Tenderers. Failure to submit a fully completed sheet may preclude a tender from further consideration.

4.0 APPENDICES

The following appendices form an integral part of this specification:

Appendix 1: Schedule of Requirements, Quantities and Prices.

5.0 GALVANISING OF STEELWORK

- 5.1 The steelwork must be cleaned and hot dip galvanised to SABS 763 except for the following:
- 5.1.1 No ammonium chloride salts shall be used on withdrawal from the molten zinc.
- 5.2 After galvanising no passivation must take place. Quenching may be done with clean water. No sodium dicromate must be used.
- 5.3 All surface contamination of zinc oxide (zinc ash) must be removed by means of brushing.

6.0 PRIMER COATING

- 6.1 The hot dip galvanising shall be followed as soon, as is practical by the painting procedures as specified hereunder:
- 6.1.1 Prior to painting, all steelwork shall be cleaned with a solvent cleaner and washed down with clean water to remove all traces of solvent. The solvent cleaner used must be compatible with zinc (similar to Galv Clean).
- 6.1.2 The primer coating, a two-component polyamide cured epoxy primer e.g.: PLASCOGUARD GEHOPPENS PRIMER or equivalent shall be applied to a dry film thickness of 75 microns. Application shall be in accordance with the manufacturers

instructions.

- 6.1.3 The primer coating shall be allowed to cure for a minimum period of 48 hours before handling to facilitate coating of the rest of the surfaces as well as the application of the intermediate coat.
- 6.1.4 A coat of a two-component high-build micaceous iron oxide pigmented polyamide cured re-coatable epoxy e.g.: SIGMACOVER CM MIOCOAT or equivalent shall be applied to a wet film thickness of 75-85 microns. Application shall be in accordance with manufacturers instructions.
- 6.1.5 A further 48 hours period must be allowed for curing of the primer coatings before handling the steelwork for transportation purposes.
- 6.2 All care must be exercised during handling to prevent damage of the painted surfaces.
- 6.3 Loading of steelwork must be done in such a way to limit damage of surfaces to a minimum during transit.
- 6.4 Only non-metallic slings should be used, preferably nylon or cotton material.
- 6.5 Spoornet reserves the right to inspect the premises where this work is carried out at any time during the duration of galvanising and primer painting.
- 6.6 Spoornet shall inspect all steelwork at the Tenderers premises before dispatch of any such steelwork.

7.0 TOP COATING

- 7.1 The topcoat shall be applied directly after erection of the steelwork in accordance with procedures hereunder:
- 7.1.1 Damage of the primed surfaces shall be repaired, after erection, by the application of one or more coats of a two component high build micaceous iron oxide pigmented polyamide cured re-coatable epoxy coating e.g.: SIGMACOVER CM MIOCOAT or equivalent until the original film thickness is obtained.
- 7.1.2 A topcoat of a two-component aliphatic isocyanate cured acrylic finish e.g.: SIGMADUR GLOSS or equivalent shall be applied according to the paint manufacturers instructions to a minimum dry film thickness of 50 microns. The topcoat shall be determined by whether steelwork is for Spoornet or the South African Rail Commuter Corporation.
- 7.1.2.1 For Spoornet the colour shall be French Grey (SABS 1091: Code H30).
- 7.1.2.2 For the South African Rail Commuter Corporation the colour shall be Medium Sea Grey (SABS 1091: Code G24).

8.0 QUALITY

- 8.1 The tenderer shall submit a copy of a Quality Plan to be implemented during the process. The Quality Plan shall include stages for preparation of metalwork prior to galvanising, for the galvanising and for the painting process.
- 8.2 The Quality Plan shall furthermore make provision for the customer's requirements for inspection and acceptance points and witnessing of tests to establish whether requirements of SABS 763 in so far as preparation of steelwork prior to galvanising, galvanising and painting requirements as per this specification are complied with.

9.0 SUBSTITUTION

7.1 This instruction replaces Specification CEE.0183.95.

7.2 All clauses have been revised to suit latest requirements e.g.: removal of the Complies/Does not complies reference.

END

TENDERER'S SIGNATURE: _____

DATE: _____

FOR SPOORNET: _____

GRADE: _____

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Appendix 1

SCHEDULE OF REQUIREMENTS, QUANTITIES AND PRICES

1.0

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END

FOR SPOORNET: _____

GRADE: _____