

TFR, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30 [hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No SAZ52919 SUPPLY AND INSTALL NEW ISOLATOR SWITCHES AT LOOP 15 LOOP 17 AND THUMPING

FOR THE SUPPLY AND INSTALL OF: NEW ISOLATOR SWITCHES

ISSUP PATE:

19 June 2014

OSING DATE:

8 July 2014

CLOSING TIME:

10:00



RFQ SAZ52919

SCHEDULE OF DOCUMENTS

SUPPLY AND INSTALL NEW ISOLATOR SWITCHES AT LOOP 15, LOOP 17 AND THLAPING

Section

- 1. Notice to Bidders
- 2. Quotation Form
- 3. Vendor Application form
- 4. Standard Term and Conditions for the upply of Goods or services to Transnet
- 5. General Bid Conditions Appendix (i)
- 6. Standard term and conditions of contract (services) Appendix (ii)
- 7. Certificate of attendance of RFQ briefing
- 8. References of previous projects

Annexure A - Project Specifications

- Specification for general work and works on, over, under or adjacent to Railway lines and near high voltage equipment

Section 1 NOTICE TO BIDDERS

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

METHOD:

[post and/or courier]

CLOSING VENUE:

[see below for closing venue]

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

RFQ No:

SAZ52919

Description:

SUPPLY AND INSTALL NEW ISOLATOR SWITCHES AT LOOP

15, LOOP 17 AND THLAPING

Closing date and time:

8 July 2014 AT 10:00 harp

Closing address:

[Refer to options in Delivery Instructions for RFQ below]

All envelopes must reflect the return address of the Respondent on the reverse side.

A. DELIVERY INSTRUCTIONS FOR FO

Delivery by hand

If delivered by hand, the enteropy is to be deposited in the Transnet tender box which is located at the main entrance of Transnet tark, ROBERT SOBUKWE Road, Bellville, and should be addressed as follows:

THE SCRUTAP AT

ACQUISINION COUNCIL

IN AN INET PARK

TENDER BOX

PUBERT SOBUKWE ROAD

BELLVILLE 7535

a) the measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as above.

Dispatch by courier

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

THE SECRETARIAT

TRANSNET ACQUISITION COUNCIL

6TH FLOOR

TRANSNET PARK

ROBERT SOBUKWE ROAD BELLVILLE

Please note that this RFQ closes punctually at 10:00 on 8 July 2014.

- 1. If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
- 2. No email or facsimile responses will be considered, unless otherwise stated herein.
- 3. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 5. Envelopes must not contain documents relating to any RFQ and that shown on the envelope.

B. FORMAL RFQ BRIEFING

- i. A compulsory RFQ briefing and Site deeting will be conducted at the Salkor Building, Saldanha, on the **2 July 2014** at **11:00** for a period of ± 30 minutes. The respondents will depart to the various sites after the briefing meeting [Respondents to provide own transportation].
- ii. Respondents failing bettend the compulsory RFQ briefing will be disqualified.
- iii. The briefing session was tart punctually at **11:00** and information will not be repeated for the benefit of Reconcents arriving late.

1 Responses to RFQ

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

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

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

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point system is applicable to all bids:

- the 80/20 system for equirements with a Rand value of up to R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled.

The value of the bid is estimated to be below R1000 000 (all applicable taxes included) and therefore he a 1/20 system shall be applicable.

When The spet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 3 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes

provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

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

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

[Refer clause 19 below for Returnable Documents required]

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvas, any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet en ployee:

Name:

J P Carstens

Email colus.carstens@transnet.net

c) Respondents may also, at any time an er the closing date of the RFQ, communicate with Carol Swan. on any matter relating to it. RFQ r sponse:

Telephone

021 940 3846 Email

carol.swan@transnet.net

4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

5 VAT Registration

The valid VAIN registration number must be stated here: ______ [if applicable].

6 al Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specification, which are detailed herein;
- disqualify Quotations submitted after the stated submission desgine.
- not necessarily accept the lowest priced Quotation;
- · reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed good / sprvice which are reflected in the scope of this RFQ;
- split the award of the order/s betweep no. 2 to an one Supplier/Service Provider; or
- make no award at all.

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

13 Transnet's supplier integrity pact

Transnet's Integrity hact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and freudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

repondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

14 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	 Qualification certificates of the staff that will perform the work/ project. (see Project Specifications, paragraph 1.5) Descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment ordered. (See Project Specifications, paragraph 1.9) Equipment type test certificates (see Project Specifications, paragraph 1.10) Letter of complicate for the responsible person in charge of site supervision (see Project Specification, paragraph 1.11.1) Translet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)
Final weighted evaluation based on 80/26 preference point system indicated in partiquent Error! Reference source not found.	Pricing and price basis [firm] - whilst not the sole factor for consideration, computitive pricing and overall level of unconditional discounts will be critical

15 Validity Period

Transnet desires	a validity	period	of 60	[sixty]	days from	the	closing	date	of thi	s RFQ.
This RFQ is valid	until									

16 Banking Details

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

	BANK:
	BRANCH NAME / CODE:
	ACCOUNT HOLDER:
	ACCOUNT NUMBER:
17	Company Registration
	Registration number of company / C.C.
	Registered name of company / C.C.
18	Disclosure of Prices Quoted
	Respondents must indicate here whether Transnet may disclose their quoted enter and conditions to
	other Respondents:
	YES NO NO
	Determents December

19 Returnable Documents

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

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

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

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

	Returnable Documents	Submitted [Yes or No]
SECTION	1 : Notice to Bidders	
	lid and original B-BBEE Verification Certificate or certified copy thereof [Large pte forises and QSEs] tote: failure to provide a valid B-BBEE Verification Certificate at the closing date and one of the RFQ will result in an automatic score of zero for preference	
5 1	/alid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
	n the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
	Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a eparate Tax Clearance Certificate for each party]	
SECTION	2 : Quotation Form	
SECTION	3: Vendor Application Form	
• (Original cancelled cheque or bank verification of banking details	

Returnable Documents	Submitted [Yes or No]
Certified copies of IDs of shareholder/directors/members [as applicable]	
 Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) 	
Certified copies of the company's shareholding/director's portfolio	
Entity's letterhead	
Certified copy of VAT Registration Certificate [RSA entities only]	
Certified copy of valid Company Registration Certificate [if applicable]	
Letter of Good Standing	

Qualifications of the staff (see Project Specifications, paragraph 1.5) Descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered. (See Project Specifications, paragraph 1.9) Equipment type test certificates (see Project Specifications, paragraph 1.10) Letter of competence for the responsible person in charge of ste supervision (see Project Specification, paragraph 1.11.1) Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	Descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered. (See Project Specifications, paragraph 1.9) Equipment type test certificates (see Project Specifications, paragraph 1.10) Letter of competence for the responsible person in charge of size supervision (see Project Specification, paragraph 1.11.1) Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	Additional Documents	SUBMIT [Yes or
constructional details and principal dimensions, together with clear illustrations of the equipment offered. (See Project Specifications, paragraph 1.9) Equipment type test certificates (see Project Specifications, paragraph 1.10) Letter of competence for the responsible person in charge of sile supervision (see Project Specification, paragraph 1.11.1) Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	constructional details and principal dimensions, together with clear illustrations of the equipment offered. (See Project Specifications, paragraph 1.9) Equipment type test certificates (see Project Specifications, paragraph 1.10) Letter of competence for the responsible person in charge of sile supervision (see Project Specification, paragraph 1.11.1) Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	Qualifications of the staff (see Project Specifications, paragraph 1.5)	
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Equipment type test certificates (see Project Specifications, paragraph 1.10) Letter of competence for the responsible person in charge of ste supervision (see Project Specification, paragraph 1.11.1) Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	Equipment type test certificates (see Project Specifications, paragraph 1.10) Letter of competence for the responsible person in charge of sile supervision (see Project Specification, paragraph 1.11.1) Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	constructional details and principal dimensions, together with clear	
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Letter of competence for the responsible person in charge of sile supervision (see Project Specification, paragraph 1.11.1) Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	Letter of competence for the responsible person in charge of sle supervision (see Project Specification, paragraph 1.11.1) Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	Equipment type test certificates (see Project Specifications, paragraph	
supervision (see Project Specification, paragraph 1.11.1) Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	supervision (see Project Specification, paragraph 1.11.1) Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	1.10)	
Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	Transnet authorization Category C certificate (see Project Specifications, paragraph 1.11.2)	Letter of competence for the responsible person in charge of sile	
paragraph 1.11.2)	paragraph 1.11.2)	supervision (see Project Specification, paragraph 1.11.1)	
		Transnet authorization Category C certificate (see Project Specifications,	
		paragraph 1.11.2)	
	OPY	COST OF	

Section 2 QUOTATION FORM

I/W	_	 									

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

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

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Price Schedule

I/We quote as follows for the goods is quired, on a "delivered nominated destination" basis, excluding VAT:

no	Activity Description	KM	QTY	Unit	Rate	Amount
1	Structure or journation for switch at Loop 15	658	1	1		Contraction (pages)
2	Supply and install new outdoor, 50kV AC Isolator itch combined with earthing switch at Loop 15	658	1	2		
3	Stature or foundation for switch at Loop 17	740	1	1		
4	Supply and install new outdoor, 50kV AC Isolator switch combined with earthing switch at Loop 17	740	1	2		
5	Structure or foundation for switch at Loop Thlaping Km 820	820	1	1		
6	Supply and install new outdoor, 50kV AC Isolator switch combined with earthing switch at Thlaping Km820	820	1	2		
		Total (exc VAT)				

Delivery Lead-Time from date o	f purchase order :	[days/weeks]
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Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Section 3 VENDOR APPLICATION FORM

S. PREVIEW

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:

- 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)
- A letter with the company's letterhead confirming physical and postal addresses 6.
- Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate 7.
- A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black 8. ownership in the company AND/OR BBBEE certificate and detailed score and from an accredited rating agency (SANAS member).
- Failure to submit the above documentation will delay the vendor creation process.
 Where applicable, the respective Transnet business unit processing your application may request 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:

NB:

- If your annual turnover is less than R5 mill on, there 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 Atultor / Accountant confirming your company's most recent annual turnover is less than R5 million and pe centage 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.
- If your annual turnover is 5 tween 15 million and R35million, then in terms of the DTI codes, you are classified as a Qualifying Small Endorise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE corre-card, please include your BEE certificate in your submission as confirmation b) of your status. NB: BBBEE certific te nd detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Momber).
- If your annual curnover is in excess of R35million, then in terms of the DTI codes, you are classified as a c) Large Encrypts and you claim a specific BEE level based on all seven elements of the BBBEE generic score-sard Please include your BEE certificate in your submission as confirmation of your status.

 NB LB E certificate and detailed scorecard should be obtained from an accredited rating agency (prmahent SANAS Member).
- 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.
- Unfortunately, No payments can be made to a vendor until the vendor has been registered, and no vendor e) can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- Please return the completed Supplier Declaration Form (SDF) together with the required supporting f) documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,

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



Supplier Declaration Form

Company Trading	Name								
Company Registe									
Company Registra		Or ID Numbe	er If A Sole F	roprietor					
Form of entity	СС	Trust	Pty L		mited	Partnership	Sole Proprietor		
VAT number (if re	gistered)		<u></u>						
Company Telepho	ne Number								
Company Fax Nur									
Company E-Mail A	\ddress					1			
Company Website	Address								
Bank Name			Ba	nk Accoun	t Number				
Postal									
Address						V Co	ode		
PhysicalAddress							ode		
Contact Person						100	ide		

Designation Telephone	ing a series of the series of	:							
Email									
Annual Turnover Ra	nge (Last Fina	ncial Voar)	< R5 M/110		R5-35 m	illion	> R35 million		
Does Your Compar		noar roar)	Produces		Services		Both		
Area Of Delivery	iy i ioriac	1.	N tional		Provincia		Local		
Is Your Company A	Public Or Pr	vate Entity			Public		Private		
Does Your Compar			r IRP30 Cer	tificate	Yes		No		
Main Product Or Se									
BEE Ownership I)etails								
% Black Ownership		Bla I wome	n ownership	:		sabled person/s ownership	· [.]		
Does your compan	y have a 3E	Evertificate		Yes	William Control	No			
What is your broad				nknown)					
How many person	ne. Joes the	firm employ	P	ermanent		Part time	:. <u>.</u>		
Transnet Conta 1.	10 10 10 10 10	[·						
Contact number	CIOUII.								
Transpet operating	division								
		<u>·1</u>							
Duly Authorised	Γο Sign For	And On Be	half Of Firn	n / Organ	isation				
Name	• :			De	esignation				
Signature	:			Da	ite	·			
Stamp And Signa	ture Of Com	missioner	Of Oath						
Name				Da	ite				
Signature				Te	lephone N	lo.			

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

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

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

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

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ed [Transnet] procures goods [the Goods] or services [the Services] specified in the Order condition to whom the Order is addressed [the Supplier/Service Provider]. Transnet does no accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

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

3 DELIVERY AND TITLE

- 3.1 The delivery datas and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/service rovider's obligations under the Order.
- The Supplier/Vervice Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having no lified transnet in writing on becoming aware of such circumstances. Transnet may terminate an Older, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

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

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

5 PROPRIETARY RIGHTS LIABILITY

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

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases till Golds/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transpet perior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the furchese price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have so liability in respect of any continued use of the infringing Goods/Services after Supplier's/ tender Provider's prior written request to remove the same.

6 PROPLICIARY INFORMATION

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

7 PUBLICITY

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

8 TERMINATION OF ORDER

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

9 ACCESS

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

10 WARRANTY

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

11 INSOLVENCY

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

12 ASSIGNMENT

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

13 NOTICES

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

14 LAW

Orders shall be governed by and interpreted in accordance with Sean African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably subputs but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdictions any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does no have a registered office in the South Africa it will at all times maintain an agent for services of process in South Africa and shall give Transnet the name and address of such agent as such may be amended in writing, from time to time.

15 GENERAL

Competion or termination of an Order shall be without prejudice to any Term herein which by its nature to out by deemed to continue after completion or termination. Headings are included herein for compenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

Respondent's Signature

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

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

SIGNED at	on this day of	20
	No.	•
SIGNATURE OF RESPONDENT'S		•
NAME:		
DESIGNATION:		
REGISTERED NAME OF COMPAN	ıY:	
PHYSICAL ADDRESS:		
Respondent's contact percor	: (Please complete]	
Name :		
Designation :		
Telephon .		
Cell Phone :		
resimile :		
Email :		
Website :		

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

General Bid Conditions - Appendix (i)

available on re (Appendix (i) is not attached, will be made available on reques)

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

(Appendix (ii) is not attached, will be made available on request)

CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING - RFQ SAZ52919

It is hereby certified that –	
1.	
2.	
Representative(s) of	[name of entity]
	ed Services to be rendered in terms of this RFQ or
20	,
TRANSNET'S REFRESENTATIVE	RESPONDENT'S REPRESENTATIVE
DATE	DATE
	EMAIL

SUPPLY AND INSTALL NEW ISOLATOR SWITCHES AT LOOP 15, LOOP 17 AND THLAPING

REFERENCES	
KEPEKENCES	

Please indicate below the company names and contact details of existing sustomers whoTRANSNET may contact to seek third party evaluations of your current services evols:

Name of Company	Nature of work & per od	Telephone number	Contact Persor
	/ / /		

TRANSNET



delivering freight reliably

iably freight rail

PROJECT SPECIFICATION

SAZ52919

INSTALATION OF NEW OUTDOOR 50kV AC TRANSFORMERS ISOLATOR SWITCHES COMBINED WITH EATHING SWITCHES AT LOOP 15, LOOP 17 AND KOLOMELA LINE AT KM 820 STANDBY PLANTS.

VIDEX

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1. SCOPE

- 1.1 This specification covers the detail for Transnet Freight Rail requirements for the supply of outdoor, single phase; 50-hertz disconnector combined with earthing switches for 50 kV AC Transformers at Loop 15(Km 660/07), Loop 17(L7/114) and Tlhapeng (Km 820).
- 1.2 Equipment is required for installation at the loops to supply 50kV AC single-phase transformers that supply signal rooms.

2. STANDARDS AND PUBLICATIONS

- 2.1 Unless otherwise specified all material and equipment supplied shall comply with the current edition of the relevant SANS or Transnet Freight Pail publication where applicable.
- 2.2 South African National Standards:
- 2.3 SANS 121 Hot dip galvanized coaling for fabricated iron or steel article.
- 2.4 SANS 60273 Characteristics of ildoor and outdoor post insulators for systems with nominal voltages greater than 1000V
- 2.5 SANS 60815 conditions.
- 2.6 SANS 1431 Weldable structural steels.
- 2.7 SANS 6 271-102 High voltage switchgear and controlgear part 102: Alternating Current disconnector and earthing switches.
- 2.8 Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral).

2.9 **DEFINITIONS**

For the purpose of this specification, the following definitions shall apply

2.4.1	TFR	Transnet Freight Rail
2.4.2	SABS	South African Bureau of Standards
2.4.3	SANS	South African National Standard
2.4.4	CPS	Corrosion Protection System
2.4.5	IEC	International Electrotechnical Commission

3. TENDERING PROCEDURE

- 1.1 Tenderers shall duly complete the attached 'Price Schedule Section 2.
- 1.2 Tenderers shall assume that for pricing purposes, the ground conditions can be described as "shale and loose rock".
- 1.3 Tenderers shall provide a provisional Gantt or a similar chart showing when the substation will be done and energised, when submitting the tender. A final chart should be submitted to the Manager or Technical Officer within 14 days after the award has been made to the successful Tenderer.
- Tenderers shall submit qualifications of the staff that will be performing the works. Qualified technical personnel shall perform the works on the electrical equipment or installations. During the duration of the contract, the successful Tenderer will be required to inform the Technical Officer of any staff changes and provide the qualifications of the replacement staff for approval.
- Tenderers shall indicate clause-by-clause compliance with the specification. This shall take the form of a separate document listing all the specifications slattle hambers indicating the individual statement of compliance or non-compliance. This document can be used by Tenderers to elaborate on their clause.
- 1.6 Tenderers shall motivate a statement of non-compliance.
- 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. Any items offered in accordance with other standards will be considered at the sole discretion of Trans. et Freight Rail. The tenderer shall supply the details stating where the item different om the se specifications as well as supply a copy (in English) of the recognised standard specification(s) with which it complies.
- Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered. During the duration of the contract period, the successful Tenderer will be required to inform the Technical Officer of changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 1.9 Tenderers shall subtrit equipment type test certificates as specified with the Tender. These shall be in English or certified translation.
- 1.10 Tendere shall note the following competency requirements:
- 1.10.1 A little of competence for the responsible person(s) in charge of site supervision may be accurated at Transnet Freight Rail's Esselen Park training centre and involves the successful completion of a training module with a written test, presented over two days. It is valid for 2 years.
- 1.10.2 Transnet authorization Category-C is required of any person who works on electrification equipment near (within 3-m of) "live" equipment. For a worker to quality for a Category-C authority certificate he requires:
 - (a) Successful completion of a training module and written test to persons who are qualified riggers, -erectors and -linesmen. The training module is presented over four days.
 - (b) Certification is an examining officer at the section where the work will be performed.
- 1.10.3 Training mentioned above is for the account of the contractor and must be directly arranged with accredited Training Centres:
 - Esselen Park, telephone 011 929 1571, facsimile 011 929 1229.
 - Cape Town, Contact no. 082 853 1946
 - Vryheid, telephone 034 989 9301/375, facsimile 034 989 9296

- 1.10.4 The Tenderer shall allow for the provision of flagmen to warn train drivers of work-teams on the line, one flagmen positioned 1.5-km from the work site on all railway lines approaching the work-site. Once-off training will be provided by Transnet Freight Rail free of charge, will require a minimum of 4 working days and understanding of English only by the candidate.
- 1.10.5 Safety awareness training is required for all workers who will work in the vicinity of the railway line. This is done once-off by Transnet Freight Rail free of charge, and is thereafter the responsibility of the Contractor.
- 1.11 During the execution of the contract, the Contractor will be required to inform the Technical Officer of any staff changes and provide the qualifications of the replacement staff for approval.

4. EXTENT AND DETAIL OF WORK

4.1 SERVICE CONDITIONS

- 4.1.1 The equipment shall be designed and rated for continuous operation under the following conditions.
- 4.1.2 Ambient Temperature : -5 °C to +45 °C
- 4.1.3 Relative Humidity : 10% to 90%
- 4.1.4 Lightning Conditions : 12 ground these per square Km/annum
- 4.1.5 Pollution : Heavy solt laden or polluted with smoke from

from adastrial sources.

4.2 CLEARANCES

4.2.1 The following minimum safety clearances shall be maintained between any live conductor and earthed metal:-

Nominal phase to phase r.m.s system voltage	3kV	25kV	50kV
Safety charance	1,950m	2,100m	2,385m

4.3 ISOLATOR SWITCHES COMBINED WITH EARTHING SWITCHES

- 4.3.1 This section shall be read in conjunction with SANS 62271-102
- 4.3.2 The combined 50kV AC Isolator and earthing switches be designed, manufactured and tested in accordance with SANS 62271-102
- 4.3.3 Isolator and earthing switches shall have been type tested to verify performance and safety. Proof of these tests in the form of type test certificates shall be included in the tender documents.
- 4.3.4 The Isolators shall be provided with a means for earthing the "load" side of the circuit, either by means of a separate earthing switch interlocking with its operating mechanism or contacts so placed that when the Isolator is in the "open" position, the "load" side is earthed.
- 4.3.5 The Isolators shall be of the air-break type with the blade operating in a horizontal plane

4.3.6 The Isolators shall be so mounted that the single phase clearance when is "open and earthed" and "closed" positions, shall not be less than:

3kV DC - 150mm 25kV DC - 300mm 50kV AC - 585mm

- 4.3.7 The operation of the Isolators shall be manual.
- 4.3.8 The operating mechanism shall be constructed of anti-corrosive material to prevent sticking due to rust. All ferrous material shall be galvanised.
- 4.3.9 The operating handle shall be provided with suitable attachments to enal le it to be locked in the up (closed) position and in the down (open and earthed) position by standard locks, supplied by Transnet Freight rail
- 4.3.10 The operating assembly shall be fixed at satisfactory operating height of approximately 1m from the bottom to the structure.
- 4.3.11 A notice with the following inscription shall be mounted or tie it to Overhead feeder line and must be able to operate on live condition. (without switching off Circuit Breakers)

4.4 SUPPORT STRUCTURE

- 4.4.1 The combined 50kV AC Transformer Isolato's and earthing switches shall be rigidly mounted on robust, hot-dipped galvanised supporting steel structures or pedestals in accordance with SANS 121
- 4.4.1 The supporting steel structures of pedestals shall provide a minimum clearance of 3, 6 metres (up to 88kV) or 4, 1 metre (above 88kV) from the lowest "live" high voltage connection to finished yard level. Outline drawings submitted with tender must indicate the actual clearances proposed:

4.5 CONNECTIONS

4.5.1 All high voltage connections must be of the solderless, concentric grip, or other approved solderless type, and must be of adequate cross-sectional area to be suit electrical and mechanical equivements. All connections to the Isolators must be flexible so as not to affect smooth operation of the blade mechanism.

4.6 POSTINSULATORS

- 4.6.1 The section shall be read in conjunction with SANS 60273.
- 4.6.2 All post insulators shall be designed, manufactured and tested in accordance with SANS 60273.

4.7 NAMEPLATES AND LABELS

- 4.7.1 All nameplates and labels shall be in Transnet communication language.
- 4.7.2 In addition to the data called for in SANS 62271-102 the nameplate of each device indicate the Transnet Freight Rail contract number.
- 4.7.3 Labels other than interchangeable labels shall be fixed by screws or rivets.
- 4.7.5 All labels shall be made of composite sandwich type plastic material of the following colour combinations: Identification labels: White lettering on Black Background. Letter must be of sufficient size to be clearly legible from a distance of 3-5m away from the structure. All danger labels: White lettering on Red background. Letters must be of sufficient size to be clearly legible from a distance of 3-5m away from the structure.
- 4.7.5 The following is a list of approved labels referred to in the body of this specification.

- On (1)
- Off (0)
- Open (Verb.)
- · Close (Verb.)
- Closed
- Open
- · Open and earthed.

4.8 DRAWINGS AND INSTRUCTIONS

- 4.8.1 All drawings shall in accordance with specification CEE-0224
- 4.8.2 The successful tenderer shall supply the following and/or instructions, all of which shall be included in the tender price and be to the satisfaction of Transnet freight.
 - ❖ Before delivery to the site three (3) sets of detailed operating and maint nance instructions, with illustrations where necessary. These instructions shall supply with the "as built" drawings.
- 4.8.3 Late submission of drawings and instructions shall incur delivery penalties on the full contract price.

5.1 INSPECTION

5.1.1 Transnet Freight Rail reserves the right prior arrespendent to inspect the equipment at any stage during installation.

5.2.1 TOOLS AND APPLIANCES

5.2.1 One set of any special tools and appliances required for normal operation and maintenance shall be supplied. All fittings, including flown bolts, etc. for the complete installation of the equipment offered shall be supplied.

5.3.1 PACKING

5.3.1 The equipment shall be racked in such a manner that will be adequately protected during handling and transport.

6.1 CONTINCTUAL OBLIGATIONS

- 6.1.1 Over any above the conditions mentioned in the General Conditions of Contract, the Contractor shall also be responsible for the conditions mentioned hereunder.
- 6.1.2 The Contractor shall not make use of any subcontractor to perform the works or parts thereof without prior permission from the Manager or Technical Officer.
- 6.1.3 The Contractor shall ensure that a safety representative is at site at all times. All safety measures prescribed by Transnet Freight Rail Electrical Safety Instructions and the "Occupational Health and Safety Act 1993 (Act 85 of 1993)" associated with working on a project of this nature shall be adhered to.
- 6.1.3 The Contractor shall supply a **site diary** (with triplicate carbon 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 Manager or Technical Officer must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Manager or Technical Officer in writing.

- 6.1.3 The Contractor shall supply a **site instruction book** (with triplicate carbon 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 Manager or Technical Officer and must be countersigned by the Contractor.
- 6.2.1 Both books mentioned in 4.4 and 4.5 shall be the property of Transnet Freight Rail and shall be handed over to the Manager or Technical Officer on the day of energising or handing over.
- 6.3.1 A penalty charge of 0.15% per day of the total value of the contract will be used for late completion.
- 6.4.1 A 10% retention money will be paid a year after the completion date of the contract.

7. INSTALLATION

- 7.1 The Contractor shall be responsible for the transport to cite, off-loading, handling, storage and security of all material required for the construction execution of the works.
- 7.2 The Contractor shall be responsible for all necessary (as decided by the Transnet Freight Rail Manager or Technical Officer) connections to ween the equipment supplied and other components in the substation including contections to the earth-mat.
- 7.3 All fasteners on steelwork, components and electrical connections (nuts and bolts) shall be secured using flat as well as lock wasters.

8. WORK TO BE DONE BY TRANSNET FREIGHT RAIL

- 8.1 Transnet Freight Rationall have an officer available for issuing of work permits.
- 8.2 Transnet Freight Ray shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 8.3 Any drawings and information required by the contractor but not included with this specification shall be furnished on request.
- 8.4 Transnet Freight Rail will assist the contractor with any information might need and to supervise the contractor's work.
- 8.5 All enquiries by the contractors on any item not included in this specification must be referred to the Technical Officer.
- The Contractor shall receive training in the safety conditions to work near high voltage electrical equipment, working in the mine area and railway lines.
- 8.7 Transnet Freight Rail shall arrange for access to the transmission line servitudes over agricultural properties with the respective landowners. The contractor shall consult with the landowner about the means of access to his land where the temporary lowering of fences are required, and make good agreements with the landowner.

9. COMMISSIONING OF EQUIPMENT

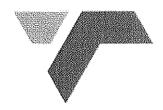
- 9.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Manager or Technical Officer.
- 9.2 Commissioning will include energising of equipment from the primary isolator to the track feeder circuits. The Contractor must prove the satisfactory operation of all equipment under live conditions.
- 9.3 On completion of commissioning, the Contractor will hand the equipment over to the Manager or Technical Officer in terms of the relevant instruction.
- The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarante period. It is the Contractor's responsibility to satisfy him or her that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in to way compromises the proper operation of the equipment supplied in terms of the contract.
- 9.5 The Contractor shall be present during the testing an setting of the protection to rectify any faults found.

10. GUARANTEE AND DEFECTS

- The Contractor shall guarantee the attished tory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and working ashir.
- The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 10.3 The guarantee period for these substations shall expire after:
- 10.4 A period of 12 months commencing on the date of completion of the contract or the date the substation is handed over to Transnet Freight Rail whichever is the earliest.
- The spe lifed guarantee period shall only apply to the new equipment installed and from the amount pergising the equipment and the acceptance thereof.
- An 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 Manager or Technical Officer and at the cost of the Contractor.
- 10.7 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.

AnnexureA-SAZ52919

TRANSNET



Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

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

(This specification six be used in network operator contracts)

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(This page not to be issued with contract)

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

Author:	Project Manager Capital Program (Electrical)	G. Maposa	Maposa
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. 6	Chief Englisser Esaimpon Telecoms	D. Botha	DerBuly 17 June 11
Authorised:	Chief Engineer Infrastructure Engineering	J. van Aardt	90 John 150

Date:

May 2011

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TRANSNET



Transnet SOC Limited Registration Number 1990/00900/06

TRANSNET SPECIFICATION

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

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1.0 SCOPE

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

2.0 DEFINITIONS

The following definitions shall apply:

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

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

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

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

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

"Dead" - Isolated and earthed.

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

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

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

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

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

"Occupation" - An authorisation of anted by the network operator for work to be carried out under specified conditions on, over, under a garacent to railway lines.

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

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

- teles mn unication networks for transmission of digital information and
- afet sensitive train operations systems.

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

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

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

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

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

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

PART A - GENERAL SPECIFICATION

3.0 AUTHORITY OF OFFICERS OF TRANSNET

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

4.0 CONTRACTOR'S REPRESENTATIVES AND STAFF

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

5.0 OCCUPATIONS AND WORK PERMITS

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

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

6.0 SPEED RESTRICTIONS AND PROTECTION

- 6.1 When speed restrictions are imposed by the network operator because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.
- When the Contract Supervisor considers protection to be necessary the Contractor shall, unless otherwise agreed, provide all protection including flagmen, other personnel and all equipment for the protection of the network operator's and the Contractor's personnel and assets, the public and including trains.
- 6.2.1 The network operator will provide training free of charge of the Contractor's flagment and other personnel performing protection duties. The Contractor shall consult with the Contract Supervisor, whenever he considers that protection will be necessary, taking into account the minimum permit sible clearances set out in the Manual for Track Maintenance (Document no. BBB0481):
 - Drawing no. BE-97 Sheet 1: Horizontal Clearances: 1065mm gauge (Anna ure 1) sheet 1)
 - Drawing no. BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (American 1 sheet 2)
 - Drawing no. BE-97 Sheet 3: Clearances: Platform (Annexure sheet 3)
 - Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annex. sheet 5)
- 6.3 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction which may be given by the network operator personnel providing protection.

7.0 ROADS AND ROADS ON THE NETWORK OPER, TOR'S PROPERTY

- 7.1 The Contractor shall take every reasonable procaution to prevent damage to any roads or bridges used to obtain access to the site, and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as is reasonably possible.
- 7.2 The Contractor shall not occupy at in rifere in any way with the free use of any public or private road, right-of-way, path or street unless the Contract Supervisor has obtained the approval of the road authority concerned.

8.0 CLEARANCES

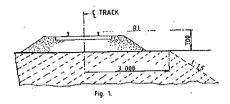
- 8.1 No temporary works shall encroach on the appropriate minimum clearances set out in the Manual for Track Maintenance Document no. BBB0481):
 - Drawing o. By 37 Sheet 1: Horizontal Clearances: 1065mm gauge (Annexure 1 sheet 1)
 - Prawing to BE-97 Sheet 2: Vertical Clearances: 1065mm gauge (Annexure 1 sheet 2)
 - Draving no. BE-97 Sheet 3: Clearances: Platform (Annexure 1 sheet 3)
 - Drawing no. BE-97 Sheet 5: Clearances: 610mm Gauge (Annexure 1 sheet 5)

9.0 STACKING OF MATERIAL

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

10.0 EXCAVATION, SHORING, DEWATERING AND DRAINAGE

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



- 10.2 The Contractor shall provide, at his own cost any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
- 10.3 Where required by the Contract Supervisor, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed, obtained before the excavation is commenced.
- 10.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Contract Supervisor.
- 10.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.

11.0 FALSEWORK FOR STRUCTURES

- Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Contract Supervisor and his permission to proceed obtained before the falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.
- 11.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Contract Supervisor a certificate signed by a registered professional engineer ertifying that he has checked the falsework and that it has been erected in accordance with the tracings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission liven by the Contract Supervisor to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

12.0 PILING

12.1 The Contract Supervisor will specify the condition under which piles may be installed on the network operator's property.

13.0 UNDERGROUND SERVICES

- 13.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services which may be call aged thereby.
- Any damage shall be reported in the ately to the Contract Supervisor, or to the official in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.

14.0 BLASTING AND USE OF EXPLOSIVES

- 14.1 When blasting within 500 h or a railway line, the Contractor shall observe the requirements stipulated in this specification
- 14.2 No blasting chall be carried out except with the prior written permission of the Contract Supervisor and under such conditions as he may Impose.
- 14.3 On electrical mass the Contractor shall also obtain the permission of the Electrical Officer (Contracts) before blacking and shall give at least 21 days notice of his intention to blast. No blasting shall be done in the vicinity of electrified lines unless a member of the network operator's electrical personnel is present.
- 14.4 The Contractor shall arrange for the supply, transport storage and use of explosives.
- 14.5 The Contractor shall have labour, tools and plant, to the satisfaction of the Contract Supervisor, available on the site to clear immediately any stones or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs to the track shall be carried out only under the supervision of a duly authorised representative of the network operator.
- 14.6 The Contractor shall notify the Contract Supervisor of his intention to blast at least 21 days before the commencement of any blasting operations.
- 14.7 Before any blasting is undertaken, the Contractor and the Contract Supervisor shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any existing cracking or damage to such structures, etc. The Contractor, shall, subject to the provisions stipulated in the Contract Insurance Policy, make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Contract Supervisor, was directly caused by the blasting.
- 14.8 After completion of the blasting the Contractor shall obtain a written clearance from each landowner in

- the vicinity of the blasting operations to the effect that all claims for compensation in respect of damage caused by the blasting operations to their respective properties, have been settled.
- 14.9 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).
- 14.10 Blasting within 500m of a railway line will only be permitted during intervals between trains. A person appointed by the Contract Supervisor, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station.
 - Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.
- 14.11 The flagmen described in clause14.10, where provided by the network operator, are for the protection of trains and the network operator's property only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.
- 14.12 The person described in clause 14.10 will record in a book provided and retained by the network operator, the dates and times:-
 - (i) when each request is made by him to the controlling station for permission blast;
 - (ii) when blasting may take place;
 - (iii) when blasting actually takes place; and
 - (iv) when he advises the controlling station that the line is sall for the passage of trains.
- 14.13 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Contract Supervisor and the person who will do the blasting shall both sign the book whenever an entry described in clause 1 12 is plade.

15.0 RAIL TROLLEYS

- The use of rail trolleys or trestle trolleys on a railway line for working on high voltage equipment will be permitted only if approved by the contract Supervisor and under the conditions stipulated by him.
- 15.2 All costs in connection with trongy working and any train protection services requested by the Contractor shall, be borne by the Contractor, unless otherwise agreed.

16.0 SIGNAL TRACK CIRCUTS

- 16.1 Where signal tract circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical carrent makes contact between rails of railway line/lines.
- 16.2 No sign a only colons on track-circuited tracks shall be severed without the Contract Supervisor's knowledge and consent.

17.0 PEI ALLY FOR DELAYS TO TRAINS

17.1 If any trains are delayed by the Contractor and the Contract Supervisor is satisfied that the delay was avoidable, a penalty will be imposed on the Contractor as stipulated in the contract, for the period and number of trains delayed.

18.0 SURVEY BEACONS AND PEGS

- 18.1 The Contractor shall not on any account move or damage any beacon, bench mark, reference mark, signal or trigonometrical station in the execution of the Works without the written approval of the Contract Supervisor.
 - Should the Contractor be responsible for any such occurrence, he shall report the circumstances to the Contract Supervisor who will arrange with the Director-General of Surveys for replacement of the beacon or mark at the cost of the Contractor.
- 18.2 The Contractor shall not move or damage any cadastral or mining beacon without the written approval of the Contract Supervisor and before it has been referenced by a registered land surveyor. Any old boundary beacon, which becomes an internal beacon on creation of new boundaries, shall not be moved without the written approval of the Contract Supervisor.

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

- 18.3 The Contractor shall preserve all pegs and bench marks. Such survey points shall not be removed without the written approval of the Contract Supervisor. Should any peg or benchmark be removed without authority, the Contract Supervisor will arrange for its replacement and the cost will be recovered from the Contractor. No claim will be considered for delay in replacing any such peg or bench mark. Each peg replaced shall be checked by the Contractor.
- 18.4 Where a new boundary has been established, beacons on the fence line shall not be disturbed, and fence posts or anchors may not be placed or excavations made within 0,6 m of any beacon without the prior written approval of the Contract Supervisor.

19.0 TEMPORARY LEVEL CROSSINGS

- 19.1 The Contract Supervisor may, on request of the Contractor, and if necessary for the purpose of execution of the Works, permit the construction of a temporary level crossing over a rail vay a line at a position approved by the Contract Supervisor and at the Contractor's cost. The period is which the temporary level crossing is permitted will be at the discretion of the Contract Supervisor.
- 19.2 The Contractor will provide protection and supervise the construction of the load over the track(s) and within the railway servitude at the level crossing, as well as the erection of all road signs and height gauges. All cost to be borne by the applicant.

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

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

- 19.3 The Contractor shall take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the temporary level crossing to himself and his employees, his subcontractors and their employees, the staff of the network operator and to such other persons as the Contract Supervisor may permit and diwhose identity the Contractor will be advised. If so ordered by the Contract Supervisor, the Contract shall provide persons to control road traffic using the temporary level crossing. Such persons shall atop an road traffic when any approaching train is within seven hundred and fifty (750) metres of the temporary level crossing, and shall not allow road traffic to proceed over it until the lines are clear.
- 19.4 The Contractor shall maintain the temporary level crossing within the railway servitude in good condition for the period it is in use. A temporary agreement with the road authority to be concluded for the maintenance of the level crossing outside the railway servitude.
- 19.5 When the emporary level crossing is no longer required by the Contractor, or permitted by the network operato, the Contractor shall at his own cost remove it and restore the site and the network operator's irack-, structure-, drainage-, electrical-, telecommunications- and train authorisation systems to its original condition. Work over the tracks and within the railway servitude will be supervised by the network operator.

20.0 COMPLETION OF THE WORKS

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

21.0 PROTECTION OF PERSONS AND PROPERTY

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

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

- 21.2 The Contractor shall take all the requisite measures and precautions during the course of the Works to:
 - (i) protect the public and property of the public,
 - (ii) protect the property and workmen of both the network operator and the Contractor,
 - (iii) avoid damage to and prevent trespass on adjoining properties, and
 - (iv) ensure compliance with any instruction issued by the Contract Supervisor or other authorised person, and with any stipulation embodied in the contract documents which affects the safety of any person or thing.
- 21.3 The network operator will provide, at its own cost, protection for the safe working of trains during such operations as the Contract Supervisor may consider necessary. Protection by the network operator for any purpose whatsoever, does not absolve the Contractor of his responsibilities in terms of the Contract.
- 21.4 The Contractor shall take all precautions and appoint guards, watchmen and compound managers for prevention of disorder among and misconduct by the persons employed on the Works and by any other persons, whether employees or not, on the work site and for the preservation of the peace and protection of persons and property in the direct neighbourhood. Any relocation of calaps because of disorder shall be at the Contractor's expense.
- 21.5 All operations necessary for the execution of the Works, including the provision of any temporary work and camping sites, shall be carried out so as not to cause veldt fires, ground and environmental pollution, soil erosion or restriction of or interference with streams, furrows, drains and water supplies.
 - If the original surface of the ground is disturbed in connection with the Works, it shall be made good by the Contractor to the satisfaction of the land owner, a uple or responsible authority.
- 21.6 The Contractor shall take all reasonable steps to mixinise noise and disturbance when carrying out the Works, including work permitted outside normal working hours.
- 21.7 Dumping of waste or excess materials by the Contractor shall, in urban areas, be done under the direction and control of, and at sites hade available by the local authority. Dumping outside local authority boundaries shall be done only with the express permission and under the direction and control of the Contract Supervisor.
- 21.8 The Contractor shall comply with environmental protection measures and specifications stipulated by the Contract Supervisor and logal and environmental authorities.

22.0 INTERFERENCE WITH THE VETWORK OPERATOR'S ASSETS AND WORK ON OPEN LINES

- 22.1 The Contractor shall not interfere in any manner whatsoever with an open line, nor shall he carry out any work or perform any at which affects the security, use or safety of an open line except with the authority of the Contract Supervisor and in the presence of a duly authorised representative of the network operator
- 22.2 The Contractor shall not carry out any work or operate any plant, or place any material whatsoever real runan three metres from the centre line of any open line except with the written permission of the Contract Supervisor and subject to such conditions as he may impose.
- 22.3 Care must be taken not to interfere with or damage any services such as overhead wire routes, cables or pipes and optical fibre cable, except as provided for the work specified. The Contractor will be held responsible for any damage to or interruption of such services arising from any act or omission on his part or of any of his employees, or persons engaged by him on the Works. The cost of repairing, replacing or restoring the services, as well as all other costs arising from any damage to services, shall be borne by, and will be recovered from the Contractor.
- 22.4 Authority granted by the Contract Supervisor and the presence of an authorised representative of the network operator in terms hereof, shall not relieve the Contractor of his duty to comply with this specification.

23.0 ACCESS, RIGHTS-OF-WAY AND CAMPSITES

- 23.1 Where entry onto the network operator's property is restricted, permission to enter will be given only for the purpose of carrying out the Works and will be subject to the terms and conditions laid down by the network operator.
- 23.2 The Contractor shall arrange for campsites, workplaces and access thereto as well as for any right-of-

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

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

- 23.3 The Contractor shall take all reasonable steps to confine the movement of vehicles and plant to the approved right-of-way to minimise damage to property, crops and natural vegetation.
- When access is no longer required, and before completion of the Works, the Contractor shall repair, restore or replace any fence or gate damaged during execution of the Works to the satisfaction of the Contract Supervisor and shall furnish the Contract Supervisor with a certificate signed by the owner and occupier of land over which he has gained access to a campsite, workplace and the Works, certifying that the owner and occupier have no claim against the Contractor on the network operator arising from the Contractor's use of the land. Should the Contractor be unable to optain the required certificate, he shall report the circumstances to the Contract Supervisor.

24.0 SUPERVISION

- 24.1 The Contract Supervisor will provide overall technical upen tendence of the Works, and may direct the Contractor in terms of the provisions of the Contract or in respect of any measures which the Contract Supervisor may require for the operations of the pervork operator, the safety of trains, property and workmen of the network operator, and for the safety of other property and persons. The Contractor shall carry out the directions of the Contract Supervisor. The superintendence exercised by the Contract Supervisor, including any agreement, a proval refusal or withdrawal of any approval given, shall not relieve the Contractor of any of his duties and liabilities under the Contract, and shall not imply any assumption by the network operator or by the Contract Supervisor of the legal and other responsibilities of the Contractor in carrying out the Works.
- 24.2 The Contract Supervisor day delegate to any deputy or other person, any of his duties or functions under the Contract. On receiving oftic in writing of such delegation, the Contractor shall recognise and obey the deputy or person to whom any such duties or functions have been delegated as if he were the Contract Supervisor.
- 24.3 The Contract of shall exercise supervision over the Works at all times when work is performed or shall be represented by an agent having full power and authority to act on behalf of the Contractor. Such agent shall be contracted and responsible, and have adequate experience in carrying out work of a similar nature to be works, and shall exercise personal supervision on behalf of the Contractor. The Contract Supervisor shall be notified in writing of such appointment which will be subject to his approval.
- 24.4 The Contractor or his duly authorised agent shall be available on the site at all times while the Works are in progress to receive the orders and directions of the Contract Supervisor.

25.0 HOUSING OF EMPLOYEES

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

26.0 OPTICAL FIBRE CABLE ROUTES

- 26.1 The Contractor shall not handle, impact, move or deviate any optical fibre cable without prior approval.
- 26.2 Works that in any way affect the optical fibre cable requires prior approval from the Contract Supervisor

who will determine the work method and procedures to be followed.

REVIEW CORY ONLY

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

27.0 GENERAL

- 27.1 This specification is based on the contents of Transnet's publication ELECTRICAL SAFETY INSTRUCTIONS, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract.
 - These instructions apply to all work near "live" high-voltage equipment maintained and/or operated by the network operator, and the onus rests on the Contractor to ensure that he obtains a copy.
- 27.2 This specification must be read in conjunction with and not in lieu of the Electrical Safety Instructions.
- 27.3 The Contractor's attention is drawn in particular to the contents of Part I, Sections 1 and 2 of the Electrical Safety Instructions.
- 27.4 The Electrical Safety Instructions cover the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all imes. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).
- 27.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) fore any work is done which causes or could cause any portion of a person's body or the cools he is using or any equipment he is handling, to come within 3 metres of any "live" high-voltage equipment.
- 27.6 The Contractor shall regard all high-voltage equipment as "I've" unless a work permit is in force.
- 27.7 Safety precautions taken or barriers erected shall councily with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of the letwork operator's staff where this is necessary.
- 27.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

28.0 WORK ON BUILDINGS OR FIXED STRUCTURES

- 28.1 Before any work is carried out of the surements are taken on any part of a building, fixed structure or earthworks of any kind above ground level situated within 3 metres of "live" high-voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.
- 28.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging and statement of the Works.
- 28.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapet.

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

- 29.1 No person may stand, climb or work, whilst on any platform, surface or foothold:
- 29.1.1 higher than the normal unrestricted access way, namely -
- 29.1.1.1 external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
- 29.1.1.2 walkways between coaches and locomotives.
- 29.1.2 of restricted access ways in terms of the Electrical Safety Instructions namely -
- 29.1.2.1 the floor level of open wagons
- 29.1.2.2 external walkways or decks of road-rail vehicles, on-track maintenance machines and material trains.
- 29.1.3 Unauthorised staff working on these platforms must be directly supervised by duly authorised persons in terms of clause 607.1.3 of the Electrical Safety Instructions. These persons must attend the relevant electrical safety module training. A letter of training must then be issued by an accredited training authority. A Category C Certificate of Authority must be obtained from the

local depot examining officer.

- 29.2 When in the above positions no person may raise his hands or any equipment he is handling above his head.
- 29.3 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.
- 29.4 The handling of long lengths of material such as metal pipes, reinforcing bars, etc should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.
- 29.5 The Responsible Representative shall warn all persons under his control of the danger of being near "live" high-voltage equipment, and shall ensure that the warning is fully understood.
- 29.6 Where the conditions in clauses 30.1 to 30.4 cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable Safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employed of the Contractor to be specially trained by the network operator and at the Contractor's cost, as an Authorised Person to work closer than 3 metres from "live" overhead conductors and under such conditions are may be imposed by the senior responsible electrical engineer of the network operator.

30.0 USE OF EQUIPMENT

- 30.1 Measuring Tapes and Devices
- 30.1.1 Measuring tapes may be used near "live" high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the "live" equipment.
- 30.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the "live" high-voltage equipment.
- 30.1.3 Special measuring devices longer than 2 metres up as survey sticks and rods may be used if these are of non-conducting material and approved by the responsible Electrical Engineer of the network operator, but these devices must not be used within 3 metres of "live" high-voltage equipment in rainy or wet conditions.
- 30.1.4 The assistance of the Electrical Cincal (Contracts) shall be requested when measurements within the limits defined in clauses 31.1.1 to 21.1.3 are required.
- 30.1.5 The restrictions described 31.1.1 to 31.1.3 do not apply on a bridge deck between permanent parapets nor in other situations where a parrier effectively prevents contact with the "live" high-voltage equipment.
- 30.2 Portable Ladders
- 30.2.1 Any type of partable ladder longer then 2 metres may only be used near "live" high-voltage equipment under the directed pervision of the Responsible Representative. He shall ensure that the ladder is always used in such a map for that the distance from the base of the ladder to any "live" high-voltage equipment is greater than the fit v extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

31.0 CARRYING AND HANDLING MATERIAL AND EQUIPMENT

- 31.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material which exceeds 2 metres in length shall be carried completely below head height near "live" high-voltage equipment. For maximum safety such material should be carried by two or more persons so as to maintain it as nearly as possible in a horizontal position. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any "live" high-voltage equipment.
- Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any "live" high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.
- 31.3 The presence of overhead power lines shall always be taken account of especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

32.0 PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE, TREES ETC.

32.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:

- (i) If the distance between the point at which the pole is to be erected or removed and the nearest "live" high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.
- (ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with "live" high-voltage equipment.
- 32.2 The cost of supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.
- 32.3 The provisions of clauses 33.1 and 33.2 shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

33.0 USE OF WATER

33.1 No water shall be used in the form of a jet if it can make contact with any "live to h-voltage equipment or with any person working on such equipment.

34.0 USE OF CONSTRUCTION PLANT

- 34.1 "Construction plant" entails all types of plant including cranes, pilling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.
- When work is being undertaken in such a position that it is cossible for construction plant or its load to come within 3 metres of "live" high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and a ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.
- 34.3 The cost of any supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.
- When loads are handled by cranes, non-netallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within a metres of "live" high-voltage equipment.
- 34.5 Clauses 35.1 to 35.4 shall apply have mutandis to the use of maintenance machines of any nature.

35.0 WORK PERFORMED UNDER DEED CONDITIONS UNDER COVER OF A WORK PERMIT

- 35.1 If the Responsible Representative finds that the work cannot be done in safety with the high-voltage electrical equipment live, he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.
- 35.2 If a work penaltic issued the Responsible Representative shall-
 - (i) before commercement of work ensure that the limits within which work may be carried out have been explained to him by the Authorised Person who issued the permit to him, and that he fully understands the elimits.
 - (ii) sign portion C of the permit before commencement of work;
 - (iii) explain to all persons under his control the limits within which work may be carried out, and ensure that they fully understand these limits;
 - (iv) care for the safety of all persons under his control whilst work is in progress; and
 - (v) withdraw all personnel under his control from the equipment on completion of the work before he signs portion D of the work permit.

36.0 TRACTION RETURN CIRCUITS IN RAILS

- 36.1 DANGEROUS CONDITIONS CAN BE CREATED BY REMOVING OR SEVERING ANY BOND.
- 36.2 Broken rails with an air gap between the ends, and joints at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by the network operator personnel.
- The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Contract Supervisor at least 7 days written notice when removal of such bonds is necessary.

36.4 No work on the track which involves interference with the traction return rail circuit either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

37.0 HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY THE NETWORK OPERATOR

END

Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by the network operator, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

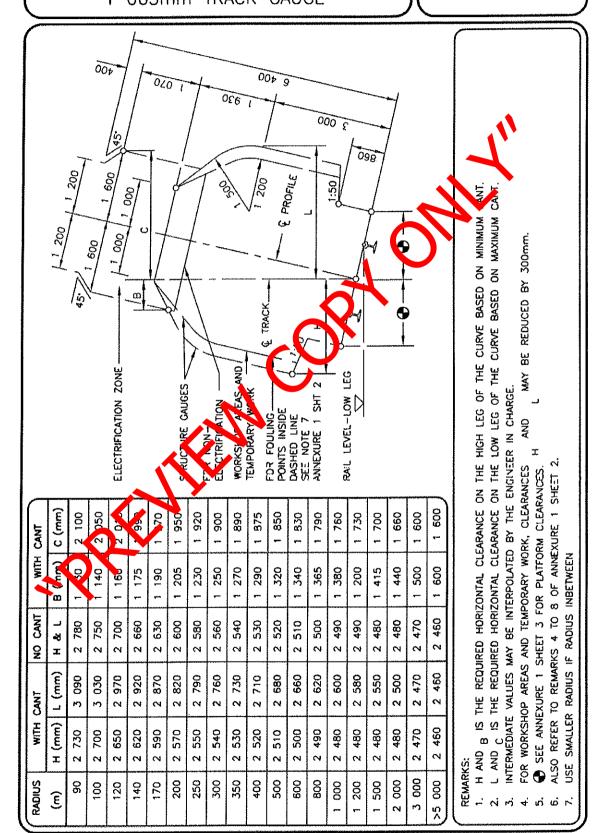
Such equipment includes:-

- (i) Eskom and municipal equipment;
- (ii) The Contractor's own power supplies; and

(iii) Electrical equipment being installed but not yet taken over from the Contractor.

HORIZONTAL CLEARANCES : 1 065mm TRACK GAUGE

ANNEXURE 1 SHEET 1 of 5



VERTICAL CLEARANCES : 1 065mm TRACK GAUGE

ANNEXURE 1 SHEET 2 of 5

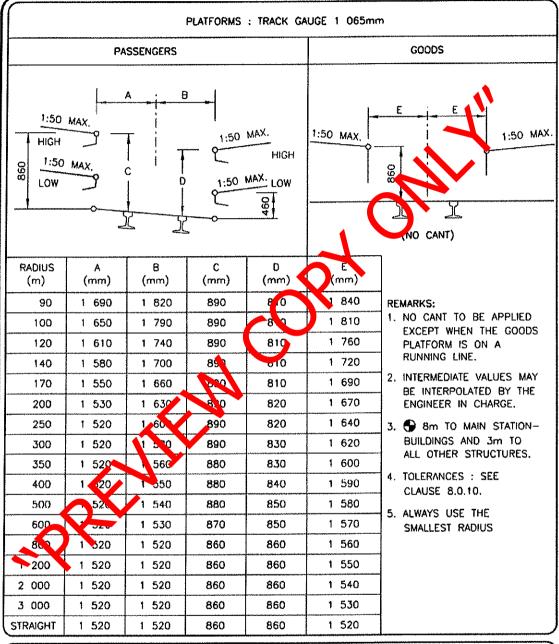


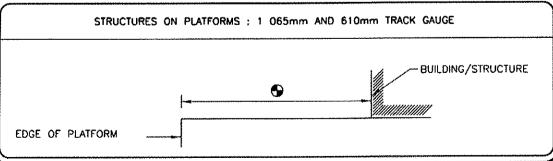
6. TUNNELS: SEE DRAWING BE 82-35. 7. FOULING POINTS: SEE CLAUSE 8.1. B. CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21,2m VECHILE BODY LENGTH.

SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

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ANNEXURE 1 SHEET 3 of 5





BE 97-01 Sht 3 Version 1

ANNEXURE 1 CLEARANCES: 610mm TRACK GAUGE SHEET 5 of 5 1 310 360 350 1 330 1 320 1 320 1 550 510 460 1 390 1 380 1 430 1 410 1 370 (mm) 510 STRUCTURE GAUGE 3 050 STRAIGHT 250 1 000 170 200 300 RADIUS (m) 20 9 >2 000 8 8 120 140 8 R1 220 - & PROFILE / 4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 18m ALONG STRAIGHTS. 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 2m BEYOND THE ENDS OF THE CIRCULAR CURVE. C TRACK IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT. IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT. CLEARANCES 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE. CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH. 0.9 I 099 PLATFORMS :50 MAX INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE. RAIL LEV ALSO REFER TO REMARKS 5, 6 AND 7 OF ANNEXURE 1 SHEET SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS. ш (NO CANT) (6 4 300 2 4 300 4 290 4 270 4 270 4 270 4 31 IS THE MINIMUM VERTICAL CLEARANCE. NO CANT 2 400 160 2 330 2 220 2 170 2 280 2 250 2 200 2 190 2 180 -⊗ ≖ (BE) ~ FOR APPLICATION AT CURVES: MAX. PASSENGERS 2 160 2 170 2 420 2 370 2 340 2 300 2 270 2 200 2 490 2 230 (mm) 1:50 WITH CANT 160 2 170 2 170 2 310 2 260 2 220 2 200 2 190 2 180 т (шш) 2 370 <u>0£9</u> ď REMARKS 9 140 200 300 500 700 1 000

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