

**Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUOTATION (RFQ) ERACMM-KDS-46623**

**FOR THE SUPPLY AND INSTALLATION OF YARD LIGHTS KIOSK AT VARIOUS SITES UNDER  
KOEDOEspoort DEPOT**

<b>RFQ NUMBER</b>	<b>:</b> ERACMM-KDS-46623
<b>ISSUE DATE</b>	<b>:</b> 14 NOVEMBER 2024
<b>COMPULSORY SITE BRIEFING DATE</b>	<b>:</b> 22 NOVEMBER 2024
<b>CLOSING DATE</b>	<b>:</b> 29 NOVEMBER 2024
<b>CLOSING TIME</b>	<b>:</b> 10h00am
<b>TENDER VALIDITY PERIOD</b>	<b>:</b> 10 APRIL 2025

**Note to the bidders:**

***Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.***

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## T1.1 Tender notice and invitation to tender

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a **Tenderer**].

<b>DESCRIPTION</b>	For the supply and installation of yard lights kiosk at various sites under Koedoespoort Depot ( <b>service</b> )
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the eTender Publication Portal from the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) FREE OF CHARGE.
<b>COMPULSORY BRIEFING SESSION</b>	<p>A <b>Compulsory</b> Tender Clarification will be held at Infra Building, Transnet Freight Rail at <b>No.08 Trans Road, Koedoespoort Depot (Silverton)</b> on the <b>22 November 2024 at [10:00]</b> for a period of ±30 minutes) thereafter will proceed to Pretoria West Yard for physical viewing where service will be done.</p> <p>For directions contact Raisibe Moselakgomo on 078 554 5598</p> <p>For commercial enquiries: Matete Kutumela by email to: <a href="mailto:matete.kutumela@transnet.net">matete.kutumela@transnet.net</a></p> <p>[Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p>



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	<p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-1</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-1 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
<b>CLOSING DATE</b>	<p><b>10:00 am on 29 November 2024</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration</b></p>



## 2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website

(<https://transnetetenders.azurewebsites.net>);

- Click on “ADVERTISED TENDERS” to view advertised tenders;
- Click on “SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on “SIGN IN/REGISTER” - to sign in if already registered;
- Toggle (click to switch) the “Log an Intent” button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

## 3. CONFIDENTIALITY

All information related to this RFQ is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.



#### 4. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, please note that Transnet reserves the right to:

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer;
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-16], **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*



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5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number.....(Tender Data)

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**



## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Service Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data	
C.1.1	The <i>Employer</i> is	<b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:	
	<b>Part T: The Tender</b>	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	<b>Part C: The contract</b>	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
	Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price List
	Part C3: Scope of work	C3.1 Service Information
	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Regional Procurement Manager
	Name:	Yvonne Scannell
	Address:	Nzasm Building



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		Cnr of Minnaar and Paul Kruger Streets Pretoria 0001
	Tel No.	012 315 2059
	E – mail	<a href="mailto:Yvonne.scannell@transnet.net">Yvonne.scannell@transnet.net</a>
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p><b>Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b> An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><b>Eligibility in terms of the Construction Industry Development Board:</b></p> <ul style="list-style-type: none"> <li>a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of <b>1 EP</b> or higher class of construction work, are eligible to have their tenders evaluated.</li> <li>b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following: <ul style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a <b>1 EP</b> or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations</li> <li>3. The tenderer shall provide a certified copy of its signed joint venture agreement.</li> </ul> </li> </ul> <p><b><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></b></p> <p><b>Functionality Criteria</b></p> <p>Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is <b>70</b> points.</p> <p>The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.</p>	
C.2.12	No alternative tender offers will be considered.	
C.2.13.3	Each tender offer shall be in the <b>English Language</b> .	
C.2.13.5 C2.15.1	The <i>Employer's</i> details and identification details that are to be shown on each tender offer package are as follows:	



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C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.												
C.2.15	<p>The closing time for submission of tender offers is:  <b>Time: 10:00am on the 29 November 2024</b>            Location: The Transnet e-Tender Submission Portal:  <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>;</p> <p><b><u>NO LATE TENDERS WILL BE ACCEPTED</u></b></p>												
C.2.16	The tender offer validity period is <b>12 weeks</b> after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.												
C.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  <b><u>Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.</u></b></li> <li>2. A <b>valid B-BBEE Certificate</b> from a Verification Agency accredited by the South African Accreditation System [<b>SANAS</b>], or a <b>sworn affidavit</b> confirming annual turnover and level of black ownership in case of all black youth with 51% black ownership or more together with the tender;</li> <li>3. A Valid CIDB CRS Number in order to confirm the correct and required designated grading</li> <li>4. Proof of registration on the Central Supplier Database</li> <li>5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.</li> </ol> <p><b>Note:</b> Refer to Section T2.1 for List of Returnable Documents</p>												
C3.11	<p>Only tenders that achieve the minimum qualifying score for functionality will be evaluated in further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.</p> <p>80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes</p> <table border="1"> <thead> <tr> <th>Thresholds</th> <th>Minimum Threshold</th> </tr> </thead> <tbody> <tr> <td>Functionality</td> <td>70</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Evaluation Criteria</th> <th>Final Weighted Scores</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td>80</td> </tr> <tr> <td>Specific Goals</td> <td>20</td> </tr> <tr> <td><b>Total Score:</b></td> <td><b>100</b></td> </tr> </tbody> </table> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. <b>Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".</b></p>	Thresholds	Minimum Threshold	Functionality	70	Evaluation Criteria	Final Weighted Scores	Price	80	Specific Goals	20	<b>Total Score:</b>	<b>100</b>
Thresholds	Minimum Threshold												
Functionality	70												
Evaluation Criteria	Final Weighted Scores												
Price	80												
Specific Goals	20												
<b>Total Score:</b>	<b>100</b>												



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In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1	15
B-BBEE Level of contributor – Level 2	10
+50% Black Youth Owned Entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular “Specific Goal”.**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

**The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:**

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
>50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

**Note:** Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. at any stage from the date of close of the tenders until completion of the contract.

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

**Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.**

#### Functionality Criteria

The functionality criteria and maximum score in respect of each of the criteria are as follows:

**(Please see CIDB Compiler guidance note T1.2 – Tender Data).**



Functionality criteria	Maximum number of points
T2.2.2 Capability and ability to meet delivery schedule	40
T2.2.3 Management & CV's of Key Persons and qualifications	30
T2.2.4 Previous experience to supply and installation of yard light kiosk	30
<b>Maximum possible score for Functionality</b>	<b>100</b>

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

T2.2.2 Capability and ability to meet delivery schedule

T2.2.3 Management & CV's of Key Persons and qualifications

T2.2.4 Previous experience to supply and installation of yard light kiosk

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90, 100

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

**Note: Any tender not complying with the above mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.**

C.3.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;</li> <li>3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.</li> <li>4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are <b>objective criteria</b> which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account <i>inter alia</i>; the tenderer: <ol style="list-style-type: none"> <li>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,</li> </ol> </li> </ol>
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	<p>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,</p> <p>c) has the legal capacity to enter into the contract,</p> <p>d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</p> <p>e) complies with the legal requirements, if any, stated in the tender data and</p> <p>f) is able, in the option of the employer to perform the contract free of conflicts of interest.</p>
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

## **T2.1 LIST OF RETURNABLE DOCUMENTS**

**These schedules are required for eligibility purposes:**

**T2.2.1 Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:**

- (Certificate of Attendance at Tender Clarification and Site Meeting (fully completed and signed by Transnet Official))

***NB: Any tenderer that fails to meet the above stipulated eligibility criteria will be regarded as an unacceptable tender.***

**These schedules will be utilised for evaluation purposes:**

- **Evaluation Schedule:** T2.2.2 Capability and ability to meet delivery schedule
- **Evaluation Schedule:** T2.2.3 Management of CV and key personnel
- **Evaluation Schedule:** T2.2.4 Previous experience to supply and installation of yard lights kiosk

## **T2.2 List of Returnable Schedules**

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2.5 Health and Safety Questionnaire
- T2.2.6 Health and Safety Cost Breakdown
- T2.2-7 Authority to submit a Tender
- T2 2-8 Record of Addenda
- T2.2-9 Letter of Good Standing
- T2.2-10 Risk Elements
- T2.2-11 Schedule of proposed Subcontractor
- T2.2-12 Affected Property Establishment requirements

#### **Agreement and Commitment by Tenderer:**

- T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-14 Non-Disclosure Agreement
- T2.2-15 RFQ Declaration Form
- T2.2-16 RFQ – Breach of Law
- T2.2-17 Certificate of Acquaintance with Tender Document
- T2.2-18 Service Provider Integrity Pact

- T2.2-19 POPI Act form

### **Bonds/Guarantees/Financial/Insurance:**

- T2.2-20 Insurance provided by the *Contractor*
- T2.2-21 Three (3) years audited financial statements

### **Transnet Vendor Registration Form:**

- T2.2-22 Transnet Vendor Registration Form

## **2. Contract Data**

### **2.1 C1.1 Offer portion of Form of Offer & Acceptance**

### **2.2 C1.2 Contract Data Contract Data Part Two (Data by Contractor)**

### **2.3 C2.2 Price List**

**SBD 6.**

**T2.2-1: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

**Particulars of person(s) attending the meeting:**

Name \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_

**Attendance of the above company at the meeting was confirmed:**

Name \_\_\_\_\_ Signature \_\_\_\_\_

**For and on Behalf of the  
Employers Agent.** \_\_\_\_\_ Date \_\_\_\_\_

## T2.2-2: Evaluation Schedule: Capacity and Ability to meet Delivery Schedule

### Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Service Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

**The tenderer shall provide the Proposed Service Plan/ Gantt chart showing but not limited to the following:**

- Ability to execute the service in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Service clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the Program must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date. In addition, the Program clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

**Index of documentation attached to this schedule:**

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### Note to tenderers:

#### Gantt Chart

**Tenderer must provide an electronic copy of the Gantt Chart in Ms Word or any other compatible software.**

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the previous experience relevant to project submitted by the Tenderer:

Scoring will be as follows:

<b>Total Points = 40</b>	<b>Capacity and Ability to meet Delivery Schedule</b>
Score 0	0 = Did not submit any proof of delivery schedule
Score 40	40 = Contractor has indicated delivery schedule of > 4 months
Score 70	70 = Contractor has indicated delivery schedule of > 3 - ≤ 4 months
Score 90	90 = Contractor has indicated delivery schedule of > 2 - ≤ 3 months
Score 100	100 = Contractor has indicated delivery schedule of ≤ 2 months

**NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring**

## T2.2-3: Evaluation Schedule: Management & CV's of Key Persons and qualifications

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

i. The qualifications of assigned key persons in relation to the scope of service will be evaluated. The following qualifications will be required:

- **Trade Test - Electrical**

ii Comprehensive CV's should be attached to this schedule:

As a minimum each CV should address the following, but not limited to;

Personal particulars

- a. Name
- b. Place (s) of tertiary education and dates associated therewith
- c. Professional awards

iii Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)

Name of current employer and position in enterprise

Overview of post graduate experience (year, organization and position)

Outline of recent assignments / experience that has a bearing on the Scope of Service

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1			
2			
3			
4			
5			
6			

The scoring of the Management & CV's of Key Persons will be as follows:

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the management of CV and qualification submitted by the Tenderer

**Management & CV's of Key Persons and qualifications = 30**

0 = No proof of CV's and no proof of qualification submitted

40 = CV's submitted with certificates not related to Trade Test - Electrical

70 = CV's submitted without Trade Test - Electrical

90 =) Trade Test - Electrical submitted without CV's

100 = CV's and Trade Test - Electrical submitted

**NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring**

---

Signed

Date

Name

Position

Tenderer

## T2.2-4 Evaluation Schedule: Previous Experience to replace yard kiosk

### Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- For the replacement of yard lights kiosk at various sites
- A list of past / current comparable projects, previous PO's and completion certificates

Client	Client contact details	Project Description	Year of project completion	Contract Value

***NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring***

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer

<b>Previous Experience to replace yard yard light kiosk = 30</b>	
0 = Did not submit any proof of award and completion letters of experience to replace yard yard lights kiosk	
40 = Contractor has experience to supply and installation of yard yard lights kiosk and completed one to two (1 -2) projects and submitted previous PO's/appointment letter and/or completion certificates	
70 = Contractor has experience to supply and installation of yard yard lights kiosk three (3) projects and submitted previous PO's/appointment letter and/or completion certificates	
90 = Contractor has experience to supply and installation of yard yard lights kiosk and completed four (4) projects and submitted previous PO's/appointment letter and/or completion certificates	
100 = Contractor has experience to supply and installation of yard yard lights kiosk and completed five (5) projects and submitted previous PO's/appointment letter and/or completion certificates	

***NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring***

---

Signed	Date
Name	Position
Tenderer	

---

### 2.1.3 Returnable Schedules: General:

#### T2.2-5: Health and Safety Questionnaire

<b>1. SAFE WORK PERFORMANCE</b>			
1A. Injury Experience / Historical Performance - Alberta			
<b>Use the previous three years injury and illness records to complete the following:</b>			
Year			
Number of medical treatment cases			
Number of restricted workday cases			
Number of lost time injury cases			
Number of fatal injuries			
<b>Total recordable frequency</b>			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 – Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 – Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 – Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
<b>Use the previous three years injury and illness records to complete the following (if applicable):</b>			
Industry Code:	Industry Classification:		
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>2. CITATIONS</b>			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years?  <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details: <hr/> <hr/>		

2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:    

### 3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

Yes  No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

### 4. SAFETY PROGRAM

Do you have a written safety program manual?  Yes  No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?  Yes  No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO	YES	NO	
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

### 5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees?  Yes  No

If Yes, include a course outline. Does it include any of the following:

	YES	NO	YES	NO	
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>



FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

5B. Do you have a program for training newly hired or promoted supervisors?  Yes  No  
 (If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No	Yes	No	
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

#### 6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes  No  Weekly  Monthly  Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

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Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes  No  Daily  Weekly  Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes  No  Weekly  Biweekly  Monthly

Is pre-job safety instruction provided before to each new task?  Yes  No

Is the process documented?  Yes  No

Who leads the discussion?

Do you have a hazard assessment process?  Yes  No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

---

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

Yes  No

How does your company measure its H&S success?

- Attach separate sheet to explain

<b>7. SAFETY STEWARDSHIP</b>					
7A	Are incident reports and report summaries sent to the following and how often?				
	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7B	How are incident records and summaries kept? How often are they reported internally?				
	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7C	How are the costs of individual incidents kept? How often are they reported internally?				
	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7D	Does your company track non-injury incidents?				
	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>8. PERSONNEL</b>					
List key health and safety officers planned for this project. Attach resume.					
Name		Position/Title	Designation		
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?					
Name		Address	Telephone Number		
Other responsibilities:					
<b>9. REFERENCES</b>					
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program					
Name and Company		Address	Phone Number		

## T2.2-6 Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

<b>Total Health and Safety Estimate (R)</b>	
<b>Total Estimate Value (R)</b>	
<b>H&amp;S Cost as % of Tender value</b>	

## T2.2-7 Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

### A. Certificate for Company

I, \_\_\_\_\_ chairperson of the board of directors \_\_\_\_\_  
\_\_\_\_\_, hereby confirm that by resolution of the board taken on \_\_\_\_\_ (date),  
Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_  
\_\_\_\_\_, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on  
behalf of the company.

Signed

Date

.....  
Name

.....  
Position

.....  
Chairman of the Board of Directors

## B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_  
\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_ acting in the capacity of \_\_\_\_\_  
\_\_\_\_, to sign all documents in connection with the tender offer for Contract  
\_\_\_\_ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**NOTE:** This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

### C. Certificate for Joint Venture

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

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore, we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

**D. Certificate for Sole Proprietor**

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the business trading as  
\_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_ Sole Proprietor \_\_\_\_\_

## T2.2-8 Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Attach additional pages if more space is required.

## **T2.2-9 Letter/s of Good Standing with the Workmen's Compensation Fund**

Attached to this schedule is the Letter/s of Good Standing.

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

## T2.2-10: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Service and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified “No Risks” must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

## T2.2-11: Schedule of Proposed Subcontractors

- The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the service.

**Note to tenderers:**

- Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the Service Manager in terms of the Conditions of Contract.**
- Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/Underdeveloped areas/Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

- | Name of Proposed Subcontractor |                          |                          | Address                  |                          | Nature of work           |                                      | Amount of Worked         | Percentage of work       |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------------------|--------------------------|--------------------------|
| % Black Owned                  | EME                      | QSE                      | Youth                    | Women                    | Disabilities             | Rural/Underdeveloped areas/Townships | Military Veterans        |                          |
|                                | <input type="checkbox"/>             | <input type="checkbox"/> | <input type="checkbox"/> |
|                                |                          |                          |                          |                          |                          |                                      |                          |                          |

  

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/Underdeveloped areas/Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

- | Name of Proposed Subcontractor |  |  | Address |  | Nature of work |  | Amount of Worked | Percentage of work |
|--------------------------------|--|--|---------|--|----------------|--|------------------|--------------------|
|                                |  |  |         |  |                |  |                  |                    |

% Black Ownne d	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>					

## **T2.2-12: Affected Property Establishment Requirements**

Tenderers to indicate their Affected Property establishment requirements:

## **T2.2-13 ANNEX G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

### **Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

•

**Section 7: The attached SBD 6 must be completed for each tender and be attached as a tender requirement.**

**Section 8: The attached SBD 4 must be completed for each tender and be attached as a requirement.**

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

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

Signed

Date

-----  
Name

-----  
Position

-----  
Enterprise  
name

## SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 The 80/20 preference point system will be applicable to this tender.

1.4 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution.
- (c) Any other specific goal determined in Transnet preferential procurement policy.

1.5 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b> <b>Refer to clause 3.2 below</b>	<b>20</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) "**all applicable taxes**" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) "**B-BBEE status level of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) "**bid**" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, service or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) "**EME**" means an Exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) "**functionality**" means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) "**Price**" includes all applicable taxes less all unconditional discounts.
- (i) "**Proof of B-BBEE Status Level of Contributor**" means:
  - 1) B-BBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) "**QSE**" means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) "**rand value**" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) "**Specific goals**" means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

3.2

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor 1	15
B-BBEE Level of contributor 2	10
+50% Black Youth Owned Entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
>50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency



	Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME</b>	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

### 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 6.1

6.1 B-BBEE Status Level of Contribution: . . . = ... (based on point distribution per Table 3.2)

6.2

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	NO
-----	----

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%.....
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

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

- v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole property
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

## 8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier

Professional service provider  
 Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

WITNESSES

1. ....  
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

## **BIDDER'S DISCLOSURE**

## 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

### 2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

### 2.3.1 If so, furnish particulars:

.....

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## T2.2-14 NON-DISCLOSURE AGREEMENT

**Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:**

**THIS AGREEMENT** is made effective as of ..... day of ..... 20..... by and between:

**TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

and

.....  
(Registration No. ....), a private company incorporated and existing under the laws of South Africa having its principal place of business at  
.....  
.....

### **WHEREAS**

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Tender Document.

### **IT IS HEREBY AGREED**

#### **IT IS HEREBY AGREED**

##### **1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFQ] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information,

analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 1.3.1 *is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or*
- 1.3.2 *was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or*
- 1.3.3 *following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;*
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause above, the Receiving Party may disclose Confidential Information:
  - 2.3.1 *to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause **Error! Reference source not found.** above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or*
  - 2.3.2 *to the extent required by law or the rules of any applicable regulatory authority, subject to clause*
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding



the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### 3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 *return all written Confidential Information [including all copies]; and*

3.3.2 *expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.*

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause **Error! Reference source not found.** above.

### 4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

### 5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

### 6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

## 7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

## 8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

## 9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

## T2.2-15: RFQ DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-25 "Service Provider Integrity Pact".

For and on behalf of ..... duly authorised thereto
Name:
Signature:
Date:

#### **IMPORTANT NOTICE TO TENDERERS**

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)

For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidder

## T2.2-16: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

---

---

---

DATE OF BREACH:

---

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDER

## **T2.2-17: Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFQ. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Services will be rendered [market allocation]
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) Tendering with the intention not winning the tender.



7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

SIGNATURE OF TENDERER

## **T2.2-18: Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFQ Declaration Form that that have acquainted themselves with and agree with the content.**

**The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.**

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

(“Transnet”)

and

The Contractor (hereinafter referred to as the “Tenderer/Service Providers/Contractor”)

## PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers / Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer / Service Provider hereby enter into this agreement hereinafter referred to as the “Integrity Pact” which will form part of the Tenderer’s / Service Provider’s / Contractor’s application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers / Service Providers / Contractor’s will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

## 1 OBJECTIVES

- 1.1 Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
  - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the service, goods and services; and
  - b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## 2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:

- a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service



Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
  - a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
    - Principle 4: the elimination of all forms of forced and compulsory labour;
    - Principle 5: the effective abolition of child labour; and
    - Principle 6: the elimination of discrimination in respect of employment and occupation.
  - c) Environment
    - Principle 7: Businesses should support a precautionary approach to environmental challenges;
    - Principle 8: undertake initiatives to promote greater environmental responsibility; and
    - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
  - d) Anti-Corruption



- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### 4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFQ; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.
- 5.2 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer / Service Provider / Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Service Provider / Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer / Service Provider / Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## 6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
  - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## 7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer / Service Provider /Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer / Service Provider /Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or

removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

## 8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation to the Tenderer / Service Provider / Contractor. However, the proceedings with the other Tenderer / Service Provider / Contractor may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer / Service Provider / Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer / Service Provider / Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer / Service Provider; and
- f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

## 9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, *inter alia*, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer / Service Provider / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer / Service Provider / Contractor.

## 10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph **Error! Reference source not found.** above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall be a Tenderer by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

I ..... duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature .....

Date .....

## **T2.2.19 PROTECTION OF PERSONAL INFORMATION (For normal contract)**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. (“POPIA”):  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).



9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

**Respondents are required to provide consent below:**

YES		NO	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

## T2.2-20: Insurance provided by the Contractor

Clause 83.1 in NEC3 Term Service Contract (June 2005) (amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Contractor* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.00			
Insurance in respect of loss of or damage to own property and equipment.			

## **T2.2-21-: Three (3) years audited financial statements**

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....  
.....  
.....  
.....

## T2.2-22 SUPPLIER DECLARATION FORM

### VENDOR REGISTRATION

1.	<b>Proof of Banking Details</b>	Stamped/Certified by the Bank, Dated and Less than 3 months old	
		Confirmation of Bank Letter must contains the Name and Signature of Bank Official.	
		If online verification is possible (e.g. FNB) – printout of online verification	
2.	<b>TAX Certificate and VAT Registration</b>	Current SARS TAX Compliance Status Verification PIN document (obtainable from SARS eFiling) <b>(TAX Status Must Be "Compliant/Active" when verified with SARS)</b>	
		Copy of "SARS VAT 103" form / SARS confirmation for proof of VAT registration	
		<b>If No VAT:</b> Affidavit or Solemn Declaration on VAT Registration Status to be submitted	
3.	<b>Proof of registration</b>	<b>Company registered before 1 May 2011:</b> CM1 – Incorporation of a Company <b>Company registered after 1 May 2011:</b> CoR 14.3 – Company Registration Certificate	
4.	<b>Proof of Ownership / Management</b>	<b>Company registered before 1 May 2011</b> <ul style="list-style-type: none"> <li>CM29 – Contents of Register of Directors, Auditors and Officers</li> </ul> <b>Company registered after 1 May 2011</b> <ul style="list-style-type: none"> <li>CoR 15.1 Memorandum of Incorporation -MOI</li> <li>CoR 39 – Contents of Register of Directors, Auditors and Officers</li> </ul> Clear certified copy of Identity Document/s of Directors. If company has >5 directors, only 5 IDs are required	
5.	<b>BBBEE</b>	<b>EME (Turnover below R10m)</b> <ul style="list-style-type: none"> <li>EME Affidavit signed by EME</li> <li>NO certificates by SANAS accredited BBBEE verification agency accepted</li> <li>NO accountant letters are accepted</li> </ul>	
		<b>QSE (Turnover between R10m and R50m)</b> <ul style="list-style-type: none"> <li>IF &gt;51% black owned</li> <li>QSE Affidavit signed by QSE or Certificate by SANAS accredited verification agency</li> <li>NO accountant letters are accepted</li> </ul>	
		IF < 51% black owned, certificate by SANAS accredited BBBEE verification agency	
		<b>Large enterprise (Turnover above R50m)</b> <ul style="list-style-type: none"> <li>Certificate by SANAS accredited BBBEE verification agency</li> </ul>	
		<b>Non-compliant</b> (No certificate / In process of certification / Level 9 certificate) <ul style="list-style-type: none"> <li>Confirmation that supplier is not BBBEE compliant. An email is sufficient.</li> </ul>	
6.	<b>Proof of CSD registration</b>	MAAA number	

### ANNEXURE A: SUPPLIER DECLARATION FORM



**Important Notice:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

CSD Number (MAAA xxxxxxx):						
Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Did your company previously operate under another name? (If YES state the previous details below)				Yes		No
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Your Current Company's VAT Registration Status (please attach relevant supporting document for VAT)		VAT Registered		Not VAT Registered		
VAT Registration Number						
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status						
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your "Non VAT Registration Status" must be renewed and confirmed annually.						
<b>Company Banking Details</b>						
Account Holder Name						
Bank Account Number		Universal Branch Code				
Company Physical Address						
		Code				
Company Postal Address						
		Code				
Telephone Number				FAX Number		
E-Mail Address						
Company Website Address						

Company Contact Person											
Designation											
Telephone Number											
Main Product / Service Supplied e.g. Stationery / Consulting /Labour etc.											
Is your company a Labour Broker?	YES				NO						
How many personnel does the business employ? (please state number)	Full Time				Part Time						
<b>Please Note:</b> Should your business employ <b>more than 2 full time employees</b> who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.											
Most Recent Financial Year's Annual Turnover	<R10 Million <b>EME</b>			>R10 Million <R50 Million <b>QSE</b>			>R50 Million <b>Large Enterprise</b>				
Does your company have a valid Proof of B-BBEE Status?				YES		NO					
Please indicate your Broad Based BEE status (Level 1 to 9)			1	2	3	4	5	6	7	8	9
Majority Race of Ownership (please select correct Majority Ownership for your company)				Black		White					
<b>BBBEE Score</b>	% Black Ownership			% Black Women Ownership				% Black Disabled person(s) Ownership			
% Black Youth Ownership	% Black Unemployed			% Black People Living in Rural Areas				% Black Military Veterans			

**Please Note:** Please provide proof of B-BBEE status as per Appendix III and IV:

- Large Enterprise and QSEs with less than 51% Black Ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix III and IV respectively;
- Black Disabled person(s) Ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

### Supplier Development Information Required

EMPOWERING SUPPLIER	YES	<input type="radio"/>	NO	<input type="radio"/>
FIRST TIME SUPPLIER	YES	<input type="radio"/>	NO	<input type="radio"/>
SUPPLIER DEVELOPMENT PLAN	YES	<input type="radio"/>	NO	<input type="radio"/>
DEVELOPMENT PLAN DOCUMENT	If Yes - Attach supporting documents			
ENTERPRISE DEVELOPMENT BENEFICIARY	YES	<input type="radio"/>	NO	<input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY	YES	<input type="radio"/>	NO	<input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY	YES	<input type="radio"/>	NO	<input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT	YES	<input type="radio"/>	NO	<input type="radio"/>

**By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct**

Name and Surname			Designation		
Signature			Date		

# Appendix I

Affidavit or Solemn Declaration as to VAT Registration Status

## Affidavit or Solemn Declaration

I, \_\_\_\_\_ solemnly swear/declare that; \_\_\_\_\_ is not a registered **VAT vendor** and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period **has not exceeded or is not expected to exceed R1 million threshold**, as required in terms of the Value Added Tax Act.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

## Commissioner of Oaths

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

\_\_\_\_\_  
Commissioner of Oaths (Signature & Stamp)



Page 1 of 1

## Appendix II

### Example of an Affidavit or Solemn Declaration as to number of employees

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#### Affidavit or Solemn Declaration

I, \_\_\_\_\_ solemnly swear/declare

that; \_\_\_\_\_

employs **Three or more full time employees**, which employees are engaged in the business of rendering the services of the organisation and are not connected persons as defined in the Income Tax Act.

Signature:

---

Designation:

---

Date:

---

#### Commissioner of Oaths

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

\_\_\_\_\_  
Commissioner of Oaths (Signature & Stamp)



## Appendix III

### SWORN AFFIDAVIT: B-BBEE for EXEMPTED MICRO ENTERPRISE

I, the undersigned, \_\_\_\_\_

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:
- 3.

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – <ul style="list-style-type: none"><li>Who are citizens of the Republic of South Africa by birth or descent; or</li><li>Who became citizens of the Republic of South Africa by naturalization-<ul style="list-style-type: none"><li>i. Before 27 April 1994; or</li><li>On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</li></ul></li></ul>

4. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is \_\_\_\_\_ % **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The enterprise is \_\_\_\_\_ % **Black youth owned**; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

## Appendix III

- The enterprise is \_\_\_\_\_ % black disabled owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The enterprise is \_\_\_\_\_ % by Black people living in rural and under developed areas as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The enterprise is \_\_\_\_\_ % by military veterans as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**.

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% blackowned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% blackowned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

**Deponent Signature** .....

**Date** .....

**Commissioner of Oaths**

.....  
**Name & Surname**

**Signature & Stamp**

## APPENDIX IV

### SWORN AFFIDAVIT: B-BBEE for QUALIFYING SMALL ENTERPRISE (Generic)

I, the undersigned, \_\_\_\_\_

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Proprietor etc.)	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – Who are citizens of the Republic of South Africa by birth or descent; or Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The enterprise is \_\_\_\_\_ % **Black Youth owned**; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



- **The enterprise is \_\_\_\_\_ % black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is \_\_\_\_\_ % by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is \_\_\_\_\_ % by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual **Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)**,

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

**Deponent Signature** .....

**Date** .....

**Commissioner of Oaths**

..... **Name and Surname**

## C1.1 Form of Offer & Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**For the supply and installation of yard lights kiosk at various sites under Koedoespoort Depot**

The tenderer, identified in the Offer signature block, has

either	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
or	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Service Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the  
Employer

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

### For the tenderer:

Signature

.....

Name

.....

Capacity

.....

On behalf of

*(Insert name and address of organisation)*

### For the Employer

*(Insert name and address of organisation)*

Name & signature of witness

.....

.....

Date

.....

.....



## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A:</b> <b>Priced contract with price list</b>
	and secondary Options	<b>W1:</b> <b>Dispute resolution procedure</b>
		<b>X2:</b> <b>Changes in the law</b>
		<b>X18:</b> <b>Limitation of liability</b>
		<b>Z:</b> <b>Additional conditions of contract</b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Freight Rail</b> <b>Supply Chain Services- Pretoria</b> <b>Nzasm Building</b> <b>Corner Minaar and Paul Kruger Street</b> <b>Pretoria</b> <b>0001</b>
	Tel No.	<b>012 315 2059 / 012 315 2125</b>
10.1	The <i>Service Manager</i> is (name):	<b>Raisibe Moselakgomo</b>
	Address	<b>08 Trans Road Street</b> <b>Koedoespoort</b> <b>Pretoria</b> <b>0001</b>
	Tel No.	<b>012 842 5581</b>



e-mail	<u><a href="mailto:Raisibe.Moselakgomo@transnet.net">Raisibe.Moselakgomo@transnet.net</a></u>
11.2(2) The Affected Property is	<b>Capital Park Yard, Pretoria West Yard and Bleskop Yard</b>
11.2(13) The <i>service</i> is	<b>Supply and installation of yard lights kiosk at various locations</b>
11.2(14) The following matters will be included in the Risk Register	<b>1 Personal protective equipment</b> <b>2 Safe working procedure and methods</b> <b>3 Project security</b> <b>4 Incident Management</b> <b>5 Education and Training</b> <b>6 Technical capacity and resources</b> <b>7 Injury on duty</b> <b>8 Electrocution</b> <b>9 Access control</b> <b>10 Induction</b>
11.2(15) The Service Information is in	<b>The Scope of Services</b>
12.2 The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1 The <i>language of this contract</i> is	<b>English</b>
13.3 The <i>period for reply</i> is	<b>2 weeks</b>
<b>2 The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
21.1 The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3 Time</b>	
30.1 The <i>starting date</i> is.	<b>TBA</b>
30.1 The <i>service period</i> is	<b>Two (2) months</b>
<b>4 Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5 Payment</b>	
50.1 The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1 The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2 The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4 The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>



<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employers</i> risks	<b>None</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The Total of the Prices.</b>
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The Total of the Prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The Total of the Prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	<b>4 weeks.</b>



## 11 Data for Option W1

W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is  The place where arbitration is to be held is  The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>  <b>Pretoria, South Africa</b>  <b>The Chairman of the Association of Arbitrators (Southern Africa)</b>

## 12 Data for secondary Option clauses

<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Nil.</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The cost of correcting the defect.</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>Total of the Prices.</b>
X18.5	The <i>end of liability date</i> is	<b>1 year after the end of the service period.</b>
<b>Z</b>	<b>Additional conditions of contract</b>	



## **Z1 Obligations in respect of Termination**

### Z1.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

### Z1.2 Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

### Z1.3

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

## **Z2 Right Reserved by Transnet to Conduct Vetting through SSA**

### Z2.1

Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

## **Z3 Additional clause relating to Collusion in the Construction Industry**



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Z3.1

The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.

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#### **Z4 Protection of Personal Information Act**

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Z4.1

The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act

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## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):  Address  Tel No.  Fax No.	
11.2(8)	The <i>direct fee percentage</i> is .....%	
	The <i>subcontracted fee percentage</i> is .....%	
11.2(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are:  1 Name: .....  Job: .....  Responsibilities: .....  Qualifications: .....  Experience: .....  2 Name: .....  Job: .....  Responsibilities: .....  Qualifications: .....  Experience: .....  .....	
		<b>CV's (and further key person's data including CVs) are in .....</b>

**A Priced contract with price list**

---

11.2(12) The *price list* is in .....

11.2(19) The tendered total of the Prices is **R.....**

---



## C2 Pricing Data

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	2



## C2.1 Pricing instructions: Option A

### 1.1 The *conditions of contract*

### 1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

#### Identified 11

#### and defined

#### terms

11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

### 1.3 Measurement and Payment

- 1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.
- 1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**
- 1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.
- 1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.



## C2.2 Price List

Item number	Description:	Unit of measure	Quantity	Unit Rate	Total Price
<b>Double sided distribution kiosks</b>					
<b>1 BLESKOP YARD</b>					
1	Double Sided Distribution Kiosks	Each	1		
2	Lockable Doors	Each	2		
3	Main Incoming Isolator: 100A	Each	1		
4	The Circuit Breaker for Distribution: 5 X 80A TYPE 4	Each	1		
5	O/N Switch with Control MCB	Each	1		
6	Bypass MCB.	Each	1		
7	Earthing	Sum	1		
8	Connecting Of All Incoming and Outcoming Cables To Be Secured.	Sum	1		
9	Day Night Switch 5Amp X	Each	1		
10	Contactors X 5	Each	1		
2	<b>PRETORIA WEST YARD</b>				
11	Double sided distribution kiosks	Each	1		
12	Lockable doors	Each	2		
13	Main incoming isolator :100A	Each	1		
14	The Circuit breaker for distribution :5 x 80A TYPE 4	Each	1		
15	O/N switch with control MCB	Each	1		
16	Bypass MCB.	Each	1		
17	Earthing	Sum	1		



18	Connecting of all incoming and outcoming cables to be secured.	Sum	1		
19	Day night switch 5Amp x	Each	1		
20	Contactors x 5	Each	1		
<b>3</b>	<b>CAPITAL PARK YARD</b>				
21	Double sided distribution kiosks	Each	1		
22	Lockable doors	Each	2		
23	Main incoming isolator :100A	Each	1		
24	The Circuit breaker for distribution :5 x 80A TYPE 4	Each	1		
25	O/N switch with control MCB	Each	1		
26	Bypass MCB.	Each	1		
27	Earthing	Sum	1		
28	Connecting of all incoming and outcoming cables to be secured.	Sum	1		
29	Day night switch 5Amp x	Each	1		
30	Contactors x 5	Each	1		
<b>4</b>	<b>Testing and commission</b>				
31	Contractor shall be responsible for pre-commissioning and testing	sum	1		
	<b>Sub-Total excluding VAT</b>				
	<b>VAT (15%)</b>				
	<b>Grand Total including VAT</b>				



Transnet Freight Rail

Tender Number: RFQ ERACMM-KDS-46623

Description Of The Service: For the supply and installation of yard lights kiosk at various sites under Koedoespoort Depot

## C3: Service Information

### 1. Description of the service

This specification covers the replacement of double-sided yard lights distribution kiosk at various section.

The *Contractor's* design for the service shall be in accordance with the scope of service and shall take every clause into consideration. The Scope of Service should be followed for the replacement of kiosk for all 3 sides, unless specified:

1.1.1 Replace double sided distribution kiosks with powder coated orange enclosure of:

- Height: 1600mm
- Width: 460mm
- Depth: 350mm

1.1.2 Lockable doors

1.1.3 Main incoming isolator :100A

1.1.4 The Circuit breaker for distribution :5 x 80A TYPE 4

1.1.5 O/N switch with control MCB

1.1.6 Bypass MCB.

1.1.7 Earthing

1.1.8 Connecting of all incoming and outcoming cables to be secured.

1.1.9 *Contractor* shall pack the existing equipments and transport them to Koedoespoort depot.

1.3.10 Day night switch 5Amp x 5

1.3.11. Contactors x 5

### 2. Drawings

Drawing number	Revision	Title
N/A		

### 3. Specifications

- SPC-01239\_REV\_1.00
- 
- SANS 1091 National colour standard
- ISO 9001, Quality Management Systems.
- SANS 10064, Code of practice for the preparation of steel surfaces for coatings.
- SANS 1274, Coatings applied by power coatings process
- CEE.0045, Specification for painting of steel components of electrical equipment



#### 4. Constraints on how the *Contractor* Provides the Service (please remove what is not required)

- 4.1. The *Contractor* shall not make use of any *Sub-Contractor* to perform the service or parts thereof without prior permission from the Service Manager.
- 4.2. The *Contractor* shall ensure that a safety representative is at site at all times.
- 4.3. Adopted from time to time and instructed by the Service Manager. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 4.3. The *Contractor* shall, in particular, comply with the following Acts and Transnet Specifications:-
  - 4.3.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
  - 4.3.2 The Occupational Health and Safety Act (Act 85 of 1993).
  - 4.3.3 The explosive Act No. 26 of 1956 (as amended). The *Contractor* shall, when applicable, furnish the Service Manager with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
  - 4.3.4 The *Contractor* shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Service Manager.
  - 4.3.5 The *Contractor* shall comply with the current Specification for Service On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 4.4. The *Contractor's* Health and Safety Programme shall be subject to agreement by the Service Manager, who may, in consultation with the *Contractor*, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.
- 4.5. In addition to compliance with clause 1.4 hereof, the *Contractor* shall report all incidents in writing to the Service Manager. Any incident resulting in the death of or injury to any person on the service shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 4.6. The *Contractor* shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment's.



Transnet Freight Rail

Tender Number: RFQ ERACMM-KDS-46623

Description Of The Service: For the supply and installation of yard lights kiosk at various sites under Koedoespoort Depot

- 4.7 The *Contractor* shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Service Manager must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the Service Manager in writing.
- 4.8 The *Contractor* shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the *Contractor* regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Service Manager and must be countersigned by the *Contractor*.
- 4.9 Both books mentioned above shall be the property of Transnet Freight Rail and shall be handed over to the Service Manager on the day of energising or handing over.
- 4.10 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 4.11 The *Contractor* will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3<sup>rd</sup> party suppliers/Manufacturers.
- 4.12 The *Contractor* shall prove to Transnet Freight Rail that his equipment or those supplied from 3<sup>rd</sup> party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 4.13 The *Contractor* will remain liable for contractual delivery dates irrespective of deficiencies discovered during the inspections.
- 4.14 The *Contractor* shall ensure that equipment to be supplied is suitable installation for coastal areas. All porcelain equipment should be coated with insulation coating before commissioning.
- 4.15 Transnet Freight Rail reserves the right to award the contract based on delivery period due to the urgency of this substation.
- 4.16 Transnet Freight Rail reserves the right to award the contract in portions pertaining different work execution specialisation.

## 5. Requirements for the programme

5.1 Programme of work	: To be submitted by successful <i>Contractor</i>
5.2 Format	: Gantt chart method statement
5.3 Information	: How work is going to be executed and commissioned
5.4 Site diary	: Successful <i>Contractor</i> to supply in triplicates carbon copies
<b>5.5. Personnel Qualification</b>	: Trade test - Electrician



Transnet Freight Rail

Tender Number: RFQ ERACMM-KDS-46623

Description Of The Service: For the supply and installation of yard lights kiosk at various sites under Koedoespoort Depot

## 6 Services and other things provided by the *Employer* remove what is not required and add what is required

- 6.1 Transnet Freight Rail shall have an electrician/technical assistant available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 6.2 Upon successful completion of the service to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform necessary protection tests and commission the equipment.

## 7 The *Contractor's* Invoices

- 7.1 When the *Service Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 7.2 The invoice must correspond to the *Service Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 7.3 The invoice states the following:
  - Invoice addressed to Transnet Limited;
  - Transnet Limited's VAT No: 4720103177;
  - Invoice number;
  - The *Contractor's* VAT Number; and
  - The Contract number
- 7.4 The invoice contains the supporting detail
- 7.5 The invoice is presented either by post or by hand delivery.
- 7.6 Invoices submitted by post are addressed to:
 

For the attention of:  
 Service Manager: Raisibe Moselakgomo  
 Infra Electrical Department  
 08 Trans Road  
 Koedoespoort  
 Pretoria 0001
- 7.7 Invoices submitted by hand are presented to: Finance Department
- 7.8 The invoice is presented as an original.



## PART 4: Affected Property

Core clause 11.2(2) states

“Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of the Affected Property.

**Capital Park Yard,  
 Pretoria West Yard  
 Bleskop Yard**

### 1. Description of the Affected Property and its surroundings

#### 1.1. General description

**Kiosks will be installed in the yards which are Operations' property**

#### 1.2. Existing buildings, structures, and plant & machinery on the Site

**Old Kiosk (Case) and a mini building structure that use to house a kiosk**

#### 1.3 Subsoil information

**Not applicable**

#### 1.4 Hidden services

**Not applicable**

#### 1.5. Other reports and publicly available information



A Division of Transnet Limited  
Registration Number 1990/000900/06

**QUALITY SPECIFICATION FOR THE SUPPLY AND  
INSTALLATION OF POWER RETICULATION MATERIAL,  
CABLE AND EQUIPMENT AT TRANSTEL SITES**

Uncontrolled Document

**SPC-01239  
AUGUST 2005**

**Revision 1.00**

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**I DOCUMENT AUTHORISATION**

FUNCTION	NAME	TITLE & DIVISION	SIGNATURE	DATE
<b>Compiled by :</b>	E Strydom	Programme Manager, Project Services	<i>Signed E Strydom</i>	03/10/2005
<b>Reviewed by :</b>				
<b>Authorised by :</b>	D Kellerman	BCM, Risk Management	<i>Signed D Kellerman</i>	03/10/2005

**II DISTRIBUTION**

Once updated, a copy of the latest revision will be published in the document management system in use. E-mail to this effect will be sent to the relevant personnel or heads of department.

**III DOCUMENT CHANGE HISTORY**

ISSUE NO.	DATE ISSUED	ISSUED BY	HISTORY DESCRIPTION
1.00	August 2005	E Strydom	New Specification

**IV CHANGES SINCE LAST REVISION**

CLAUSE	DESCRIPTION

## **V ABBREVIATIONS, ACRONYMS AND DEFINITIONS**

Uncontrolled Document

## 1. REGULATIONS, FACTORIES ACT AND BY-LAWS

1.1 Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standard specification (BS) in this Specification, the reference shall be deemed to read "SABS or equivalent standard" and "BS or equivalent standard" respectively.

1.2 However it must be noted that the South African Standard Code of Practice "SABS 0142, Part 1: Low Voltage Installation, the Wiring of Premises" published November 2001 and the Occupational Health and Safety Act (Act 85 of 1993) as amended will be applicable to this contract in respect to the following.

- 1.2.1 The latest issue of the "SABS 0142, Part 1: Low Voltage Installations, the Wiring of Premises", published November 2001.
- 1.2.2 The Occupational Health and Safety Act 85 of 1993.
- 1.2.3 The Municipal By-Laws and any special requirements of the local Supply Authorities.
- 1.2.4 The local Fire Office Regulations.

## 2. CONDUIT AND CONDUIT ACCESSORIES

This section covers the requirements for conduit and conduit accessories for general installations under normal environmental conditions.

### 2.1 Screwed Conduit

- 2.1.1 Conduits must comply with SABS 162 and must bear the SABS mark.
- 2.1.2 Screwed metal conduits must be heavy gauge, welded or solid drawn, hot-dip galvanized or black enamelled screwed tube.
- 2.1.3 Galvanised conduit must be hot-dipped inside and outside in accordance with SABS 763.
- 2.1.4 All conduits ends must be reamed and threaded on both sides and delivered with a coupling at one end and a plastic cap on the other end.

### 2.2 Metal Conduit Accessories

- 2.2.1 All metal conduit accessories must be malleable cast iron or pressed steel with brass bushes in accordance with SABS 162. Alloy or pressure cast metal accessories or zinc base alloy fittings are not acceptable. All fittings whether galvanized or black enamelled, must be fitted with brass screws.

2.2.2 Accessories must be hot-dip galvanized to SABS 763.

### 2.3 Circular Type Boxes

- 2.3.1 The boxes must be of the long spout pattern, manufactured of malleable cast iron or pressed steel and stove enamelled jet black or galvanized as required. The two cover fixing holes must be diametrically opposite each other, drilled and tapped at 50 mm centres.
- 2.3.2 Junction, draw-in and inspection boxes must be of adequate size and must be supplied with heavy gauge metal cover plates.
- 2.3.3 Boxes must comply with SABS 162.

### 2.4 Switch Boxes and Socket-Outlet Boxes

- 2.4.1 All switch boxes and socket-outlet boxes must be manufactured of heavy duty pressed galvanized steel. All boxes must be fitted with the necessary lugs to suit standard flush mounted switches and socket-outlets manufactured in accordance with SABS 518 and SABS 1085.
- 2.4.2 Only galvanized or metal wall boxes will be acceptable, even if the tenderer offered to use non-metal conduit and accessories. Light switch boxes must be 100 x 50 x 50 mm with two 20 mm knockouts on the sides and a single knockout on the top, bottom and back.
- 2.4.3 Socket-outlet boxes must be 100 x 100 x 50 mm with two 20 mm knockouts each on the top, bottom, sides and back.
- 2.4.4 Where cavity walls are encountered tenderers must allow installing deep back-to-back (one end closed) wall boxes. Switch and socket-outlet cover plates must comply with SABS 1084.

### 2.5 Flexible Conduit

- 2.5.1 Flexible steel conduit and adaptors must comply with BS 731, Part 1 where applicable.
- 2.5.2 Flexible conduit must be of galvanized steel construction and plastic sheathed (copex or equal).
- 2.5.3 Flexible conduit must only be used as specified and must be installed in accordance with SABS 0142.

## 2.6 Plan-End Metallic Conduit

- 2.6.1 As an alternative to the threaded conduit, plain-end (unthreaded) metallic conduit with accessories may be used under the conditions stated in the Standard Specification for "INSTALLATION AND TERMINATION OF CONDUITS AND CONDUIT ACCESSORIES".
- 2.6.2 Unthreaded conduit must be manufactured of mild steel with a minimum thickness of 0,9 mm and must comply with the SABS 1007. Bending and setting of conduit must be done with the correct apparatus recommended by the manufacturer of the conduit.
- 2.6.3 The Contractor or Supplier shall be responsible for obtaining the approval of local authorities for the use of this system.
- 2.6.4 All conduit and accessories used in areas within 50 km of the coast must be hot-dip galvanized to SABS 763.

## 2.7 Non-Metallic Conduit

Non-metallic conduit must comply fully with SABS 950 and must be installed in accordance with Appendix C of the same specification as well as the Standard Specification for "INSTALLATION AND TERMINATION OF CONDUITS AND CONDUIT ACCESSORIES".

## 2.8 Earth Clamps

Earth clamps must consist of copper strips at least 1,2 mm thick and not less than 12 mm wide secured with a brass bolt, nut and washer and must be so constructed that the clamp will fit to the conduit without any additional packing.

## 3. POWER SKIRTING

### 3.1 General

- 3.1.1 Power skirting must be of "ELECTRODUCT", "SANKEYSTRUT", or similar manufacture.
- 3.1.2 The channel and cover must be manufactured of heavy duty rolled sheet steel.
- 3.1.3 The channel and cover must be epoxy coated after manufacture.

### 3.2 Outlets

- 3.2.1 Outlets prepunched on a modular basis must be provided to accommodate socket outlets or future socket outlets.

3.2.2 In addition to standard lengths, covers of 250 mm must be provided for installation on building module lines.

#### 4. PVC-INSULATED CABLES – 600/1000 VOLT GRADE

This section covers the requirements for PVC-insulated cables for general installations under normal environmental conditions.

##### 4.1 Construction

4.1.1 Cables must be manufactured in accordance with SABS 1507, must come only from fresh stocks, and must be constructed as following :

- 4.1.1.1 Unarmoured cable : PVC-insulated / PVC-sheathed.
- 4.1.1.2 Armoured cables : PVC-insulated / PVC-bedded / armoured / black extruded PVC outer sheath.
- 4.1.1.3 Single core cable : PVC-insulated / unsheathed.

4.1.2 The conductors must be of high conductivity annealed stranded copper. The cores may be shaped or circular.

4.1.3 The insulation must be general purpose PVC, 600/1000 volt grade.

4.1.4 The bedding must consist of a continuous impermeable sheath of PVC, extruded to fit the core closely and in the case of multi-core cable, to fill the interstices between the cores.

4.1.5 Where armouring is specified it must consist of one layer of galvanized steel wire in the case of multi-core cable and non-magnetic wire in the case of single core cables. Aluminium strip or tape armouring is not acceptable.

4.1.6 Where specified, an earth continuity conductor must be provided in the armouring in accordance with SABS 1507.

##### 4.2 PVC-Sheathed Aluminium Covered Cables

4.2.1 Aluminium covered cables must comprise PVC-insulated copper conductors protected by an aluminium foil tape screen and a PVC sheath.

4.2.2 Cable ends must be made off with compression glands fitted with a neoprene ring to seal the end.

4.2.3 Aluminium sheathed cable must be installed on surface only, using matching saddles installed at suitable intervals to prevent sagging.

4.2.4 Where exposed to sunlight, the cable must have a stabilized black outer sheath.

#### 4.3 **Lengths**

Cable must be manufactured and supplied in one length to the lengths specified unless these lengths exceed a standard drum length in which case a ruling must be obtained from the Engineer.

#### 4.4 **Tests**

At the opinion of the Engineer, acceptance tests must be carried out on production runs of the cable in accordance with SABS 1507.

### **5. GLANDS FOR PVC-INSULATED CABLES**

5.1 Glands to be used for terminating PVC/PVC/SWA/PVC cable must be of the adjustable type.

5.2 Glands must be suitable for general-purpose 600/1000 volt grade cable with steel armouring.

5.3 The glands must be made of nickel-plated bronze or brass.

5.4 The glands must consist of a barrel carrying a cone bush screwed into one end and a nickel-plated brass nipple carrying a nickel-plated brass or a heavy galvanized steel locknut screwed into the other end. The galvanizing must comply with SABS 763.

5.5 Non-watertight glands must be easily converted to watertight glands by means of a waterproofing shroud and inner seal kit. On the cable entry side of the barrel a concave groove must be provided to accommodate the top rim of the waterproofing shroud.

5.6 The shrouds must be made of non-deteriorating neoprene or other synthetic rubber and must be resistant to water, oil and sunlight. The shrouds must fit tightly around the glands and cable.

5.7 Glands must be provided with ISO threads and must be suitable for the specified cable sizes.

5.8 Flameproof glands must comply with SABS 808, Group 1, 2a and 2b.

5.9 Suitable accessories must be provided with glands to be used on ECC armoured cables to facilitate a bolted lug connection of the earth continuity conductors. Grooves cut into the barrel or cone bush to accommodate the earth continuity conductors are not acceptable.

5.10 For unarmoured cables the cone bush and compression ring of the gland must be replaced with a synthetic rubber compression bush and ring to provide the required grip on the outer sheath of the cable.

## 6. CABLE TERMINATIONS AND JOINTS

### 6.1 General

- 6.1.1 Cable terminations and joints must be supplied as a complete kit.
- 6.1.2 The complete kit must be packed in a container that is marked for the type of cable insulation and construction as well as the voltage range for which the materials are suitable.
- 6.1.3 An illustrated set of instructions for the installation of the materials must accompany every kit.
- 6.1.4 The joints and terminations must make minimal, if any, use of insulation or stress relieving tapes. The use of electrical stress control and insulating that is heat-shrunk onto the termination or joint, is preferred above other methods.
- 6.1.5 The materials must comply with VDE 9278 and the supplier must be called upon to confirm this aspect before acceptance of the materials or installation.
- 6.1.6 The heat-shrinkable and other materials used for the terminations and joints must be of a high quality and retain their electrical and mechanical properties without deterioration.

### 6.2 Terminations with Heat-Shrinkable Materials

- 6.2.1 Terminations must be made of a material that gives lasting protection against ultraviolet radiation.
- 6.2.2 The cores of all cables terminated outdoors and the cores of 3,3 kV and higher voltage cables terminated indoors must be completely covered with a shrunk-on protective layer against surface tracking, ultraviolet radiation and weathering.

## 7. LIGHT SWITCHES

### 7.1 General

- 7.1.1 This section covers the requirements for switches for use in general installation under normal environmental conditions.
- 7.1.2 Light switches of one manufacturer only, will be accepted per project.

## 7.2 **Flush and Surface Mounted Switches**

- 7.2.1 All switches must be suitable for mounting in 100 x 50 x 50 mm boxes, must comply with SABS 163 and must bear the SABS mark.
- 7.2.2 Switches must be of the tumbler operated micrograph type rated at 16 ampere, 220/250 volt.
- 7.2.3 Switches must have protected terminals for safe wiring.
- 7.2.4 Contacts must be of silver material.
- 7.2.5 On multi-lever switches, it must be possible to individually change any of its switches.
- 7.2.6 The yoke strap must be slotted to allow for easy alignment.
- 7.2.7 The covers of surface mounted switches must have toggle protectors.
- 7.2.8 Where light switches are installed in partitions, they must, where possible, be of the special narrow type.

## 7.3 **Watertight Switches**

- 7.3.1 Watertight switches must be of the micrograph type suitable for surface mounting and must bear the SABS mark.
- 7.3.2 The housing must be of galvanized cast iron or die-cast aluminium with watertight cover plate and toggle.
- 7.3.3 The switch must have a porcelain base and a quick acting spring mechanism and must be rated at 16 ampere, 220/250 volt.
- 7.3.4 The ON/OFF positions must be clearly marked on the switch housing.

## 7.4 **Ceiling Switches**

- 7.4.1 Ceiling switches must be rated at 10 ampere, 220/250 volt and must be suitable for ceiling mounting on a round conduit box.
- 7.4.2 The switches must be manufactured of high impact strength synthetic material.
- 7.4.3 Adequate space must be provided within the unit for ease of wiring.
- 7.4.4 The switch colour must be white and must be fitted with a nylon cord 1,25 m long.

## 7.5

**Cover Plates**

- 7.5.1 Cover plates must be finished in ivory coloured powder coating, anodised bronze or aluminium unless otherwise specified.
- 7.5.2 Cover plates must overlap the outlet to cover wall imperfections.
- 7.5.3 Cover plates must comply with SABS 1084.

## 8.

**SWITCHED SOCKET-OUTLETS**

## 8.1

**General**

- 8.1.1 This section covers the requirements for switched socket-outlets for use in general installations under normal environmental conditions.
- 8.1.2 Switch sockets of one manufacturer only, will be accepted.

## 8.2

**Flush and surface Mounted Switched Sockets**

- 8.2.1 All switched socket-outlets must be suitable for mounting in 100 x 100 x 50 mm or 100 x 50 x 50 mm boxes. The switched socket-outlets must comply with SABS 164 and must bear the SABS mark.
- 8.2.2 Switches must be of the tumbler operated micrograph type rated at 16 ampere, 220/250 volt.
- 8.2.3 Terminals must be enclosed for safe wiring.
- 8.2.4 Contacts must be of silver material.
- 8.2.5 Safety shutters must be provided on live and neutral openings.
- 8.2.6 The yoke strap must be slotted to allow for easy alignment.
- 8.2.7 The covers of surface mounted switched sockets must have toggle protectors.
- 8.2.8 Miniature circuit breaker must be use in lieu of a switch where specified.

## 8.3

**Watertight Switched Sockets**

- 8.3.1 The housing of watertight-switched sockets must be of galvanized cast iron or die-cast aluminium with watertight, machined joints.
- 8.3.2 The switch must have a porcelain base and a quick-acting spring mechanism and must be rated at 16 ampere, 220/250 volt.

- 8.3.3 The ON/OFF positions must be clearly marked on the switch housing.
- 8.3.4 The socket openings must be rendered watertight by means of a cover plate with gasket which is screwed onto the body of the unit. The cover plate must be secured to the body of the unit by means of a chain.

## **9. TUBULAR FLUORESCENT LAMP LUMINARIES FOR INTERIOR APPLICATIONS**

### **9.1 General**

- 9.1.1 Luminaries, associated equipment and control gear must be supplied complete with lamps, control gear, diffusers, mounting brackets, etc. as applicable, and must be delivered to site in a protective covering.
- 9.1.2 Lamps must be delivered separately.
- 9.1.3 Tenders must be accompanied with the descriptive information of the luminaries offered. Photometric data certified by the SABS must be submitted with tenders for all luminaries offered.
- 9.1.4 Tubular fluorescent lamp luminaries must comply fully with SABS 1119 and all amendments as well as the additional requirements of this specification. Luminaries which bear the SABS mark are preferred.
- 9.1.5 The Engineer reserves the right to have samples of luminaries offered tested by the SABS for compliance with SABS 1119. If a sample luminary is found not to comply with SABS 1119 the cost of such tests must be borne by the Tenderer.

### **9.2 Technical Requirements**

#### **9.2.1 Construction**

- 9.2.1.1 A luminary must consist of a ventilated body manufactured of heavy-duty cold rolled sheet suitably braced or stiffened to prevent distortion. The body must be of sufficient strength for the mounting of the entire luminary.
- 9.2.1.2 The luminary body must be designed to accommodate the control gear, wiring, lamp holders and, where applicable, the diffuser. It must be possible to reach the control gear without disconnecting wiring or removing the luminary.
- 9.2.1.3 Except for mounting holes and/or slots and the required openings in air-return luminaries, the back of the body channels must be closed over the full length of the luminary.

9.2.1.4 Suitable knockouts must be provided in the rear of the luminary body for wire entry.

9.2.1.5 All components, including screws, bolts and nuts utilized in the construction of the luminary or fixing of its components, must be corrosion proof.

#### 9.2.2 Internal Wiring

9.2.2.1 Luminaries must be completely wired internally. Conductors must be protected with grommets where they pass through holes in the body.

9.2.2.2 The wiring must be totally metal enclosed to prevent any possible contact with live components while changing lamps.

9.2.2.3 The conductor insulation must be rated to withstand the temperature inside the luminary body without deterioration.

9.2.2.4 The wiring must terminate on a suitable terminal block. There must be no joints in the internal wiring.

9.2.2.5 An earth terminal, welded to the luminary body, must be provided to ensure good earth continuity.

#### 9.2.3 Lamp Holders

9.2.3.1 Lamp holders must preferably be of the telescopic spring-loaded type.

9.2.3.2 Where twist lock type lamp holders are provided the mounting of the holders must be able to accommodate the tolerances experienced in the length of lamps and in the manufacture of luminaries.

#### 9.2.4 Control Gear

9.2.4.1 The control gear, ballasts, capacitors and starters must be designed and manufactured to suit the control circuitry adopted and must bear the approval stamp of the SABS.

9.2.4.2 Ballasts must comply with SABS 890 and 891, suitable for operation on 220/250 volt, 50 Hz supplies.

9.2.4.3 Ballasts must further be suitable for the particular luminary to ensure that the thermal limits specified in paragraph 3.5 of SABS 1119 are not exceeded.

9.2.4.4 Noisy ballasts will not be accepted and must be replaced at no cost the client.

9.2.4.5 Starters must comply with BS 3772. Starters with metal cans must contain integral earthing facilities to earth the can upon insertion.

9.2.4.6 Starters must be accessible from the outside of the luminary, and the replacement of the starter shall not necessitate the removal of lamps.

9.2.5 Capacitors

9.2.5.1 Capacitors must comply with SABS 1250.

9.2.5.2 The power factor of each complete fitting must be corrected to at least 0,85.

9.2.6 Lamps

9.2.6.1 Fluorescent lamps must be suitable for the control circuitry used. Lamps must comply with SABS 1041.

9.2.6.2 If no colour is specified in the Project Specification, the light colour must correspond to colour 2 (4300K) of SABS 1041.

9.2.6.3 Lamps of the same colour must be provided for an entire installation unless specified to the contrary.

9.2.6.4 There must be no visible flicker in the lamps and lamps must readily strike when switched on.

9.2.6.5 Faulty lamps or ballasts must be replaced at no cost to Transtel.

### 9.3 Channel Luminaries

9.3.1 Channel luminaries must consist of a ventilated, enclosed channel body with one or more lamps as specified. The channel body must house the ballast, capacitor, terminals and internal wiring.

9.3.2 Provision must be made for the addition of reflector wings and/or diffusers.

9.3.3 Three sets of mounting slots with knockouts suitable for mounting onto standard round conduit boxes and/or 20 mm diameter conduit pendant rods must be provided in the rear of the channel, one in the centre and one approximately one sixth from each end.

- 9.3.4 A knockout suitable for a 20 mm diameter conduit entry must be provided at each end of the channel. The distance between the back of the luminary and centre of the knockout must be approximately 25 mm .
- 9.3.5 The knockout must be positioned on the centre line of the channel.
- 9.3.6 The body channel must incorporate a removable cover acting as a reflector, manufactured of heavy duty cold rolled steel, designed and mounted to completely cover the interior of the body channel and its contents and extending over the full length of the luminary up to the lamp holders.
- 9.3.7 The reflector must be firmly held in position with a latching device consisting of knurled, coin slot, captive screws. Plastic, used as a spring mechanism, is not acceptable as a fixing device for reflectors. The action of the latching device must not deteriorate due to use and/or ageing.

#### 9.4 **Industrial Luminaries**

- 9.4.1 Industrial type luminaries must consist of a basic channel luminary fitted with detachable side reflectors.
- 9.4.2 The reflectors must be manufactured of heavy-duty cold rolled steel.
- 9.4.3 The reflectors must be designed to improve the downward light output ratio and to decrease the upward light output ratio to a value of less than 2%.

#### 9.5 **Bulkhead Fittings with Unbreakable Polycarbonate Lens (Type C Luminary)**

- 9.5.1 Bulkhead fittings must be of the circular type and must be manufactured to suit the outdoor and indoor applications and to accommodate the following lamps in respect to the type of lamps specified :
  - 9.5.1.1 Incandescent lamps up to 100 watt.
  - 9.5.1.2 16 watt 2D Lamps.
  - 9.5.1.3 2 x PL9 Lamps.
- 9.5.2 The base of the fitting must be of die cast or heavy gauge pressed aluminium. The base must be treated against corrosion and must have a black mat finish.

9.5.3 Threaded conduit entries to take 20 mm diameter conduits must be provided on at least two sides and one for back entry. At least two of the conduit entries must be fitted with brass/neoprene stoppers. All controls gear must be suitable for the supply voltage of 220/230 volt, 50 Hz applications and must bear the mark of approval or equivalent.

9.5.4 The diffuser must be injection moulded, prismatic, clear polycarbonate. The diffuser must be held in position by three stainless steel screws via reinforced holes in the lens and the screws must be provided with gaskets to prevent the ingress of moisture. The fitting must be provided with either a neoprene or a silicone gasket fitted between the diffuser and the base.

9.5.5 The internal finish of the fittings must be of a high grade heat resistant white enamel and the fitting must be provided with a removable metal lamp holder platform.

9.5.6 The fitting must be provided with a removable metal lamp holder platform.

9.5.7 The fitting must be provided with a reflector between the lamp and the base. Wiring which leads to the lamp holder must be high heat resistant and preferable covered with silicone.

9.5.8 The overall dimensions must be approximately 200 mm x 150 mm deep for the circular in shape fittings.

## 9.6 Floodlights with Polycarbonate Diffuser (Type D Luminary)

### 9.6.1 General

The luminary must be of the wall-mounted type for use with gas discharge lamps of the 1250 watt mercury vapour type and must be designed for the functional perimeter lighting of buildings.

### 9.6.2 Construction Details

9.6.2.1 The **diffuser** must be of a precise injection moulding with prisms for optimum light control and manufactured in either though Ultra-violet resistant acrylic or in highly vandal resistant UV-stylised polycarbonate.

9.6.2.2 The **diffuser frame** must be a die-cast powder coated resistant aluminium casting incorporating the diffuser of which both can be removed from the body by utilizing one captive stainless steel screw.

9.6.2.3 The **luminary body** must be manufactured from black epoxy coated aluminium which can incorporate all the electrical components, the reflector and the gasket which seals the diffuser frame and body. A back entry hole suitable for a 20 mm diameter conduit must be provided to accommodate the wiring entry and two mounting holes suitable for 6 mm diameter screws must be provided as a standard feature.

9.6.2.4 The **reflector** must be manufactured from ultra pure pre-anodised aluminium for maximum reflection.

9.6.2.5 The terminal block and lamp holder must be manufactured from porcelain and the wiring must be coated with heat resistant silicone rubber. All control gear must be suitable for the supply voltage of 220/230 volt, 50 Hz and must bear the SABS mark of approval or equivalent.

## 9.7 **Round Wall and Ceiling Luminaries (Type E Luminary)**

9.7.1 Luminaries must be of the circular type and must be manufactured to suit the outdoor or indoor applications and to accommodate the following lamps in respect to the type of lamps specified :

9.7.1.1 Incandescent lamps up to 100 watts.

9.7.1.2 2 x PL 9 lamps.

9.7.2 The base of the luminary must be made of die-cast aluminium or stainless steel. The base must be treated against corrosion and must have a black matt finish.

9.7.3 A black entry hole suitable for a 20 mm diameter conduit must be provided to accommodate the wiring entry. All control gear must be suitable for the voltage of 220/250 volt, 50 Hz and must bear the SABS mark of approval or equivalent.

9.7.4 The diffuser must be polycarbonate with a high impact resistance and held in position by means of a round ring with three stainless steel screws via reinforced holes in the diffuser. The diffuser screws must be provided with gaskets to prevent the ingress of moisture. The fittings must be provided with either a neoprene or a silicone gasket fitted between the lens and the base.

9.7.5 The internal finish of the fitting must be of high grade heat resistant white enamel and the fitting must be provided with a removable metal lamp holder platform. The fitting must also be provided with a reflector between the lamp and the base, and wiring leads to the lamps holder must be heat resistant and preferable covered with silicone.

9.7.6 The overall dimensions must be approximately 230 mm in diameter by 115 mm deep and circular in shape.

## 9.8 **Area Lighting (Type S Luminary)**

9.8.1 Light fittings must be 100 watt HPS/E lamps streetlight with bottom entry.

9.8.2 The poles must be fitted with suitable base plates, must be planted to a depth of 1,3 m below finished ground level and must comply with the following :

9.8.2.1 Material: Fibreglass reinforced polyester (In compliance with SABS 141-1971 for GRP -laminates).

9.8.2.2 Finish: Grey, smooth tapered seamless with weatherproof, impact resistant, fire retardant surface resin coat.

9.8.2.3 Mechanical strength : The pole must at least be designed for gale conditions ("3-second gust velocity" in accordance with the Standard Building Regulations) and with a load on the tip of the pole corresponding to three times the maximum wind load. The pole must not break and must return to its initial position without any visual damage after a loading period of 1 minute.

9.8.3 The maximum wind load deflection at the top of the pole must not be greater than 0,05 times the exposed height of the pole.

9.8.4 The pole must comply with the recommendation of the European Committee for standardization (CEN) on glass fibre lighting columns.

9.8.5 The pole must be manufactured to suit the light fittings specified and must, as a unit, comply with this Specification.

9.8.6 The pole must be guaranteed for at least 5 years.

9.8.7 The supply fitting must be protected by means of a 5 ampere miniature circuit breaker mounted on a DIN rail within the pole at a height of 0,4 m above ground level. A suitable terminal block and hot dipped galvanized gland plate for three No. 1 glands must also be provided within the pole.

9.8.8 The access hole to the circuit breaker rail must be proved with a suitable watertight lid secured to the pole by means of stainless steel tamper proof screws.

- 9.8.9 The wiring from the circuit breaker to the fitting must consist of two 2,5 mm sq. PVC conductors and must be taken up to the fitting within the pole.
- 9.8.10 Where the supply cables enter the pole a hole must be provided at 0,6 m below ground level. A suitable brass-earthing terminal must be provided within the pole and all earth conductors installed with the underground cables must be connected to this terminal. The fitting must be earthed to this terminal.
- 9.8.11 The area lights must be erected in the positions as indicated on the drawing and must be controlled by a photocell mounted on a north facing wall as close as possible to the relevant distribution board.

## 10. EARTHING ELECTRODES

This section covers uncoated, coated and metal clad circular rod electrodes intended to provide an earth in soil for electrical and lightning arrestor systems.

### 10.1 Category and Type

- 10.1.1 Only the following type of earth rods must be used :
  - 10.1.1.1 Solid copper.
  - 10.1.1.2 Solid stainless steel.
  - 10.1.1.3 Solid steel with bonded copper protection.
  - 10.1.1.4 Solid steel with plated copper protection.
  - 10.1.1.5 Solid steel with a shrunk-on copper jacket.
  - 10.1.1.6 Solid steel with a shrunk-on stainless steel jacket.
  - 10.1.1.7 Galvanised steel.
- 10.1.2 Bare aluminium is not acceptable as an electrode material.
- 10.1.3 All rods must be solid and of circular cross section with length as specified in the Main Specification of each project.
- 10.1.4 The nominal diameter of the earthing rods must not be less than 16 mm unless the rods are specified for placing in pre-drilled holes in which event the minimum nominal diameter must not be less than 12 mm .

## 10.2 **Couplings and Conductor Clamps**

- 10.2.1 Earthing electrodes must facilitate multiple earth conductor connections.
- 10.2.2 Rods designed for coupling by means of external sleeves must be provided with an adequate quantity of hydrocarbon or silicon grease to be applied to the coupling before the joint is made.
- 10.2.3 Rods designed for coupling by means of internal pins or splines must be provided with thin-walled tubes and hydrocarbon or silicon grease to seal the point.
- 10.2.4 Conductor clamps must be provided to suit the type and size of rods provided and the type and size of conductor specified.
- 10.2.5 The material of the clamps must be electrolytically compatible with the rod and conductor materials.
- 10.2.6 Where brazed or welded connections are specified, the supplier of the rods must stipulate at least two types of metals which are compatible with the rod and conductor materials.
- 10.2.7 An adequate number of driving caps or bolts must be supplied with the rods to protect the ends of the earthing rods whilst being driven into hard soil.

## 11. **SWITCHBOARDS (UP TO 1kV)**

### 11.1 **General**

#### 11.1.1 Scope

This section covers the manufacturing and testing of flush mounted, surface mounted and floor standing switchboards for general installations in normal environmental conditions and for system voltages up to 1 kV .

#### 11.1.2 Size

- 11.1.2.1 All switchboards must be of ample size to accommodate the specified switchgear and provide space for future switchgear.
- 11.1.2.2 For every four or part of four 5 kA circuit breakers on a switchboard, space for an additional 5 kA circuit breaker must be allowed unless future space requirement are clearly specified. For circuit breakers above 5 kA, this factor must be 15%.

11.1.2.3 The clearance between adjoining switchgear openings must be as specified.

11.1.3 External Dimensions

11.1.3.1 The maximum allowable height of freestanding switchboards is 2,2 m to the top of the switchboard.

11.1.3.2 Where, due to space restrictions, a board exceeds 2,2 m in height, equipment not normally requiring access must be installed in the top section, enabling equipment normally requiring access to be installed lower down in the board.

11.1.3.3 All other specified external dimensions for switchboards must be strictly adhered to.

11.1.3.4 If the clearances specified cannot be adhered to as a result of restricting external dimensions, the Contractor must obtain the approval of the Engineer before manufacturing the switchboards.

11.1.4 Moisture and Vermin

All switchboards must be rendered moisture proof and vermin proof and must be adequately ventilated.

11.1.5 Load Balance

The load must be balanced as equally as possible across multi-phase supplies.

## 11.2 Construction of Flush Mounted Switchboards

11.2.1 Standard

11.2.1.1 Flush mounted switchboards must comply fully with SABS 1180, part 1.

11.2.1.2 Unless the depths of the switchboards are specified, the depths must be determined in accordance with subclause 11.4.

11.2.2 Expanded Metal

11.2.2.1 Where switchboards must be built into 115 mm thick walls, expanded metal must be spot welded to the rear of the bonding trays.

11.2.2.2 The expanded metal must protrude at least 75 mm on each tray side to prevent plaster from cracking.

11.2.3 Knockouts

11.2.3.1 Knockouts must be provided in the top and bottom ends of each switchboard tray to allow for the installation of conduits for the specified and future circuits.

11.2.3.2 Knockouts must be provided for an equal number of 20 mm and 25 mm diameter conduits.

11.2.4 Panel

11.2.4.1 The front panel must have machine-punched slots for housing the specified and future flush mounted switchgear.

11.2.4.2 The distance between the inside of the closed doors and the panel must not be less than 20 mm.

11.2.4.3 No equipment may be mounted on the panel unless the panel is permanently hinged to the switchboard frame.

11.2.5 Fixing of Front Panels

11.2.5.1 The front panel must be secured to the architrave frame by means of captive fasteners similar to "DZUS" or "CAMILOC".

11.2.5.2 Alternatively the panel may be secured to the architrave frame by means of two pins at the bottom and a latch or lock at the top of the panel. Self-tapping screws will not be allowed.

11.2.6 Door Handles and Catches

11.2.6.1 Switchboard doors must be equipped with handles and catches. Locks must only be provided when specified.

11.2.6.2 In all cases where lockable doors are higher or wider than 450 mm, handles consisting of a push button-and-handle combination with spring loaded catch or rotary handle-and-catch combination must be installed.

11.2.6.3 Switchboard doors smaller than 450 mm in height and width may be equipped with spring loaded flush mounted ring type latches. Square key operated latches are not acceptable unless specified.

## 11.3 Construction of Surface Mounted Switchboards

### 11.3.1 Standard

Surface mounted switchboards must comply with SABS 1180, part 11.

### 11.3.2 Switchboard Tray

11.3.2.1 Surface mounted switchboards must be equipped with a 1,6 mm minimum sheet steel reinforced tray, suitably braced and stiffened to carry the chassis door and equipment.

11.3.2.2 Lugs to secure the switchboard to a vertical surface must be provided.

### 11.3.3 Construction

11.3.3.1 All joints must be welded or securely bolted. The tray must be square and neatly finished without protrusions.

11.3.3.2 The front tray sides must be rounded with an edge of at least 20 mm to accommodate flush doors.

### 11.3.4 Chassis

A sheet steel chassis for the mounting of equipment must be bolted to the tray and must comply with the requirements of subclause 11.4.

### 11.3.5 Front Panel and Door

Doors must fit flush in the tray when closed.

### 11.3.6 Dimensions

Unless the depth of the switchboards is specified, the dimensions must be determined in accordance with the requirements of subclause 11.4.

## 11.4 Mounting of Equipment

### 11.4.1 Standard

11.4.1.1 The mounting of equipment must comply with SABS 1180 where applicable.

11.4.1.2 Equipment to be mounted on the chassis must be mounted with bolts, washers and nuts or with bolts screwed into tapped holes in the chassis plate.

11.4.1.3 In the latter case the minimum thickness of the chassis plate must be 2,5 mm . The latter method must not be used where boards will be subject to vibration or mechanical shocks. Self-tapping screws will not be accepted.

11.4.2 Mounting of Chassis

11.4.2.1 The chassis of flush mounted switchboards, freestanding switchboards and surface mounted switchboards where the main switch rating exceeds 100 ampere (triple-pole), must be in accordance with SABS 1180.

11.4.2.2 Space for wiring must be provided between the chassis and tray. This space must be adequate to install the supply cable behind the chassis and terminate on the main switch without sharp bends in the cable cores.

11.4.3 Grouping of Equipment

11.4.3.1 Equipment must be arranged and grouped in logical fashion.

11.4.3.2 Where earth leakage units are required, the associated circuit breaker must be installed adjacent to the earth leakage unit.

11.4.4 Mounting of Circuit Breakers

11.4.4.1 All moulded-case circuit breakers must be flush mounted with only the toggles protruding.

11.4.4.2 Miniature circuit breakers may be installed in clip-in trays mounted on the frame. All other circuit breakers must be bolted to the chassis.

11.4.4.3 Special provision must be made for large main switches when designing the framework.

11.4.4.4 The rear studs of circuit breakers must be properly insulated from the steel chassis. Where necessary, insulating material must be installed between the rear studs and the chassis.

11.4.4.5 Circuit breakers must be installed so that the toggles are in the up position when "ON" and in the down position when "OFF".

#### 11.4.5 Instrumentation

- 11.4.5.1 All metering instruments must be flush mounted in the front panel or door. The rear terminals of instruments mounted on doors must be covered with an insulating material to prevent accidental contact.
- 11.4.5.2 Current transformers for metering must be mounted so that the rating plate is clearly visible.
- 11.4.5.3 Fuses for instrumentation must be mounted in an easily accessible position and must be clearly marked.

#### 11.4.6 Mounting of Fuses

- 11.4.6.1 Fuses holders must be mounted semi-recessed in the front panel so that fuses can readily be changed without removing the front panel. Bus bar mounted fuses for instrumentation must be used as far as possible.
- 11.4.6.2 Where equipment requiring fuses is specified on a board (fuse switches etc.), a ruling must be obtained from the Engineer on the quantity of spare fuses to be provided.

#### 11.4.7 Equipment in Main Boards

Equipment in main low voltage switchboards and sub-main boards must be grouped in individual compartments.

### 11.5 Wiring

#### 11.5.1 Cabling

- 11.5.1.1 Cables connected to incoming or outgoing circuits must be terminated on a gland plate supplied for this purpose.
- 11.5.1.2 Power cables up to and including 70 mm<sup>2</sup> may be terminated on clamp type terminals where the clamping screws are not in direct contact with the conductor. Connection to the equipment can then be made with cables that are similarly connected to the clamp terminal.
- 11.5.1.3 All power cables larger than 70 mm<sup>2</sup> must be terminated on bus bars that are connected to the associated equipment. Parallel incoming or outgoing cables must be connected to a collector busbar without crossing the conductors.

### 11.5.2 Current Ratings

The current rating of conductors for the internal wiring must be sufficient for the maximum continuous current that can occur in the circuit. This value must be determined from the circuit breaker or fuse protection of the circuit.

### 11.5.3 Internal Wiring

- 11.5.3.1 Standard 600/1000 volt grade PVC-insulated stranded annealed copper conductors complying with SABS 1507 must be employed for the internal power wiring of switchboards. The smallest conductor size to be used for power wiring in switchboards must be 2,5 mm<sup>2</sup> cord of minimum size 1,0 mm<sup>2</sup>.
- 11.5.3.2 Where heat generating equipment is present and the internal temperature of the board is likely to exceed 50°C, silicon insulated stranded conductors must be used.
- 11.5.3.3 Wiring must be arranged in horizontal and vertical rows and must be bound with suitable plastic straps or installed in PVC wiring channels. Under no circumstances may PVC adhesive tape be used for the bunching of conductors or for the colour identification of conductors.
- 11.5.3.4 Bunched conductors must be neatly formed to present a uniform appearance without twisting or crossing the conductors. Conductors leaving the harnesses must be so arranged that they are adjacent to the chassis.
- 11.5.3.5 Conductors to hinged panels and doors must be secured on both the door and the frame and must be looped between the two points. The loop must be arranged to produce a twisting notion when the door is opened or closed. Flexible protection sleeves must be installed over the conductors.
- 11.5.3.6 Where wiring channels are used, they must be installed horizontally and vertically. Under no circumstances may power and control circuit wiring be installed in the same wiring channel. Channels must not be more than 40% full.
- 11.5.3.7 All wiring between different panels within the same switchboards must be installed in wiring channels.
- 11.5.3.8 Grommets must be installed in each hole in the metalwork through which conductors pass.

11.5.3.9 All wiring must be installed away from terminals, clamps or other current carrying parts. Wiring must also be kept away from exposed metal edges or must be protected where they cross metal edges.

11.5.3.10 Conductors may be jointed at equipment terminals or numbered terminal strips only. No other connections are allowed.

11.5.3.11 Where conductors change direction, smooth bends must be formed with a radius of at least 5 times the outside diameter of the conductor or harness.

11.5.3.12 Where screened cable is specified, the screening must be earthed in the switchboard or control board only unless clearly specified to the contrary. Screened cables entering control boxes through pressed knockouts, must terminate in compression glands. Conductors must as far as possible remain inside the screening at terminations. Where conductors have to separate from the screen, the braiding must be separated and the conductors drawn through the braid without damaging the braiding. The conductors must then be connected to their respective terminals and the screening smoothed and connected to the earth terminal.

11.5.3.13 Where neutral connections are looped between the terminals of instruments, it is essential that the two conductor ends be inserted into a common lug or ferrule and are crimped or soldered together in order that the neutral connection is not broken when the conductors are removed from one of the instruments.

11.5.3.14 Wiring should as far as possible be confined to the front portions of switchboards for ease of access. This requirement is important for wiring between smaller circuit breakers and the associated main circuit breaker as well as the wiring from circuit breakers to lighting and socket-outlet circuits.

11.5.3.15 A maximum of two conductors will be allowed per equipment terminal. Where more conductors must be connected to the same equipment terminal (e.g. main circuit breaker feeding other circuit breakers), stub bus bars must be provided for the various conductors.

11.5.4 Supply End Connections and Load End Connections

The supply end connections to all equipment must under all circumstances be at the top and the load end connections at the bottom.

#### 11.5.5 Wiring to Circuit Breakers

- 11.5.5.1 Equipment, with a rating exceeding the current rating of 70 mm<sup>2</sup> conductors, must be connected by means of bus bars to the main bus bars.
- 11.5.5.2 Looped connections may only be installed for a maximum of two outgoing circuits. Where there are more than two outgoing circuits, bus bars must be used and equipment connected individually to the bus bars.

#### 11.5.6 Conductor Terminations

- 11.5.6.1 Conductors connected to terminals complying with the Standard Specification for "WIRING TERMINALS", need not be soldered or ferruled. Connections to circuit breakers, isolators or contactors must be made by one of the following methods :
  - 11.5.6.1.1 A ferrule of the correct size;
  - 11.5.6.1.2 soldering the end of the conductor;
  - 11.5.6.1.3 winding a conductor strand tightly around the end to totally cover the end.
- 11.5.6.2 All conductors terminating on meters, fuse holders and other equipment with screwed terminals must be fitted with lugs. The lugs must be soldered or crimped to the end of the conductor.
- 11.5.6.3 The correct amount of insulation must be stripped from the end to fit into the terminal.
- 11.5.6.4 Strands may not be cut from the end of the conductor.

#### 11.5.7 Identification

The colour of the conductors for all 220/250 volt circuits must correspond to the colour of the supply phase for the circuit. Neutral conductors must be black.

### 11.6 **Paint Finish**

Metal components of the framework, panels and chassis must be painted in accordance with the Standard Paint Specification in section 16.

## 11.7 **Labelling**

Care must be taken to ensure that all equipment is fully labelled and that accurate descriptions and safety warning notices appear in English.

### 11.7.1 Material

- 11.7.1.1 Engraved plastic strips must be used throughout.
- 11.7.1.2 The strips must bear white lettering on black background for normal labels and red letters on a white or yellow background for danger notices.

### 11.7.2 Switchboards

- 11.7.2.1 All equipment on switchboards must be identified with the necessary labels.
- 11.7.2.2 The circuit numbers must appear at grouped single-pole circuit breakers. The circuit numbers must correspond to the circuit numbers on the final installation drawings.
- 11.7.2.3 The abovementioned circuits must be identified on a legend card, which must be installed on the inside of the switchboard door, or in any other position where it can conveniently be observed.
- 11.7.2.4 All fuses, including instrument fuses, must have labels stating function, fuse rating and duty or type where applicable.
- 11.7.2.5 All other equipment must be identified separately and their functions must be clearly indicated.

### 11.7.3 Fixing of Labels

- 11.7.3.1 Labels must not be fixed to components or trunking but to doors, panels, chassis or other permanent structures of the switchboard.
- 11.7.3.2 Engraved strips must be secured to facilitate a neat future alteration of the designation of the labels.
- 11.7.3.3 Sufficient fixing points must be provided to prevent labels from warping. Labels in slotted holders must be secured in position to prevent unauthorized removal.

11.7.3.4 Labels may be secured by the use of brass bolts and nuts, self-tapping screws, slotted label holders or pop-rivets.

## 11.8 Tests

11.8.1 The Engineer must be noticed when the mechanical construction of the switchboard, i.e. frame, panels and base frame, is complete in order that it may be inspected at the factory.

11.8.2 Functional tests on all equipment, control and interlocking circuits must be conducted to the satisfaction of the Engineer.

11.8.3 Testing equipment and facilities including instruments, dummy loads additional switchgear and cables must be provided by the Contractor at no extra cost.

11.8.4 The Engineer must be noticed in writing two weeks in advance of any test to be conducted, to allow him to be present at such tests.

11.8.5 A complete report on the tests must be handed to the Engineer.

## 11.9 Drawings

### 11.9.1 Drawings for Approval

11.9.1.1 A set of three prints of the shop drawings for the switchboards must be submitted to the Engineer for approval before the boards are manufactured. The following information must be presented :

11.9.1.1.1 A complete wiring diagram of the equipment on the boards.

11.9.1.1.2 A complete layout of the arrangement of the switchboards indicating all equipment dimensions and the construction of the boards. The positions and methods of fixing and sizes of bus bars must be shown.

11.9.1.1.3 All labelling information on a separate sheet.

11.9.1.1.4 The make, catalogue number and capacity of all equipment such as isolators, circuit breakers, fuses, contactors, etc.

11.9.1.2 The approval of drawings shall not relieve the Contractor of his responsibility to the Client to supply the switchboards according to the requirements of this Specification.

### 11.9.2 Completion

The supply contract shall be regarded as incomplete until all tests have been conducted successfully and all information have been handed to the Engineer.

## 12. LOW VOLTAGE DISTRIBUTION CUBICLES (KIOSKS)

### 12.1 General

This specification covers the manufacture of distribution kiosks for general reticulation and distribution systems in normal environmental conditions for three-phase, four wire, 400/213 volt, 50 Hz systems.

### 12.2 Size

Kiosks must be of ample size to accommodate the specified equipment and provide space for future requirements as specified.

### 12.3 Moisture and Vermin

12.3.1 Kiosks must be weatherproof. To prevent the ingress of water onto live equipment, the door entry surrounds must have a channel shape, at least 12 mm deep, to accommodate the door edge.

12.3.2 The roof must be constructed with an overhang above non-continuous panelling and must be provided with a drip-edge.

### 12.4 Ventilation

12.4.1 Two ventilation grilles or slots, approximately 150 x 125 mm, vermin proofed and insect proofed by means of 1,5 mm brass mesh or perforated steel plate spot welded on the inside, must be provided on the top and bottom of both side panels.

12.4.2 The construction of the grilles must prevent the ingress of rain or water.

### 12.5 Fibreglass Canopies

#### 12.5.1 Applications

Where specified and for all kiosks to be installed within 50 km of the coast and in corrosive industrial atmospheres, the canopy and doors must be manufactured of fibreglass.

#### 12.5.2 Construction

12.5.2.1 The laminate must be constructed to SABS 141.

12.5.2.2 An outer isophtanic resin gel coat with a minimum thickness of 0,4 mm and ultraviolet absorption properties to prevent degradation of the surface from exposure to the sun must be provided.

12.5.2.3 The gel coat must be backed by multiple layers of chopped strand mat glass rendering not less than 1,2 kg/m<sup>2</sup>. The strength must be increased to 1,35 kg/m<sup>2</sup> on kiosks with panelling larger than 500 x 500 mm .

12.5.2.4 The fibreglass must be thoroughly impregnated with polyester resin. The resin should preferably be clear.

12.5.2.5 The resin to fibreglass ratio must be more than 2.5 to 1 and less than 3 to 1.

12.5.2.6 Air entrapped between the glass mat layers must be thoroughly worked out. The laminate must be free of air bubbles and voids.

12.5.2.7 All edges must be reinforced with an additional 700 g/m<sup>2</sup> of fibreglass.

12.5.2.8 All large surfaces, wider than 300 mm, must be reinforced or panelled to improve stiffness and rigidity.

12.5.2.9 A resin coat must be applied to the inside of the kiosk to cover the fibre pattern.

12.5.2.10 Brass or steel backing plates must be laminated into the fibreglass at hinge points, locking mechanism catch support areas, door restrain fixing points and all other points which will be subjected to mechanical stresses.

12.5.2.11 Doors must be adequately braced, reinforced, ribbed or double laminated with an air gap between the two layers of laminate to ensure rigidity.

12.5.2.12 The fibreglass canopy must be fixed to the internal equipment support frame bolts accessible through the door only.

12.5.3 Finish and Colour of Fibreglass Kiosks

12.5.3.1 The outside surface of the kiosk must have a glossy, smooth finish to ensure good weathering. To obtain this the manufacturer must ensure that the mould is smooth, free of voids, hairline cracks, pores or other defects.

- 12.5.3.2 Compound rubbing or sanding of the outside surface will not be permitted.
- 12.5.3.3 Pigments must be added to the outer gel coat to obtain a matching colour to SABS 1091: "BISCUIT" colour B64 or "LIGHT STONE" colour C37.
- 12.5.3.4 Fibreglass kiosks must not be painted.

## 12.6 **Sheet Steel Canopies**

- 12.6.1 Where specified the canopy and doors must be manufactured of steel.
- 12.6.2 A metal framework must be manufactured from solid angle iron, channel iron or 2,5 mm minimum folded sheet steel.
- 12.6.3 Joints must be non-continuously butt-welded. Welds must be ground smooth and the joints wiped with plumber's metal in order to provide a smooth finish.
- 12.6.4 The side panels, doors and the roof must be manufactured from 2 mm minimum sheet steel. The panels must have upturned edges which are recessed in the frame or which fit over lips on the frame. The side may be either bolted or welded to the frame or form part of the folded metal frame.
- 12.6.5 The roof of the cubicle must be removable and must be fitted by means of bolts which must be accessible from inside the cubicle only.
- 12.6.6 All panels and doors must be suitable braced and stiffened to ensure rigidity and to prevent warping.
- 12.6.7 The steel canopy and framework must be fixed to the base frame with four M16 high tensile steel bolts.
- 12.6.8 Metal components of the framework, panels and doors must be painted in accordance with the Standard Paint Specification in section 16.
- 12.6.9 The colour must be "BISCUIT", colour B64 or "LIGHT STONE", colour C37 of SABS 1091. A tin of matching touch-up paint (not smaller than 500 ml) must be provided with each consignment.

## 12.7 **Doors**

- 12.7.1 Doors must be fitted to the front and to the rear of each cubicle. The doors must provide free access to equipment which has to be operated and must provide a full view of all meters. Cubicles wider than 700 mm must be provided with double doors.

- 12.7.2 Doors must have well returning edges to fit into the channel of the door entry surrounds.
- 12.7.3 Doors must swivel through 135 degrees.
- 12.7.4 Brass hinges must be used to hang the doors. The hinges must be bolted to the canopy with brass bolts and nuts. Bolts heads or nuts must not protrude beyond the outer surface of the kiosk. Nylon, aluminium or piano hinges are not acceptable.
- 12.7.5 Doors must be fitted with lever locks equal or similar to the "BARKER & NELSON" type with a 135-degree movement. The locking mechanism must have a catch on the rear which catches behind the frame or door entry surround. The locking mechanism as well as the catch support area must be backed with brass or galvanized steel plates. The locking mechanism must be lockable with padlocks. Padlocks will be approved by Transtel, unless otherwise specified in the Main Specification.
- 12.7.6 The locking mechanism must be made of brass or stainless steel.
- 12.7.7 Door restraints must be proved. Cloth or canvas straps are not acceptable. The fixing points of the restraint at both the door and canopy must be reinforced.
- 12.7.8 At least three hinges must be supplied on steel doors higher than 1,2 m .
- 12.7.9 Doors must be fitted with neoprene or equivalent seals.
- 12.7.10 Metal doors must be earth bonded to the frame by means of a copper braided strap, tooth washers, bolts and nuts.

## 12.8 Equipment Support Frame

- 12.8.1 A free standing, angle iron or similar type rigid support framework must be provided.
- 12.8.2 The frame must be bolted down on the base with four M16 high tensile steel bolts. The holding-down bolts must be accessible from the inside of the cubicle only. The frame of sheet steel canopies may be bolted to the canopy framework.
- 12.8.3 A galvanized steel cable gland plate must be bolted to the bottom of the frame across the full width of the cubicle to cove the cable entry opening in the base.
- 12.8.4 The gland plate must be suitably punched to accept the number and size of cables specified.

- 12.8.5 All steelwork must be hot-dip galvanized in accordance with SABS 753.
- 12.8.6 A panel of "DELARON" or "THIOLITE" or other suitable dielectric material must be provided for the mounting of all equipment and bus bars. Impregnated hardboard and other treated or untreated wood products are not acceptable.
- 12.8.7 Alternatively, all equipment and bus bars must be flush mounted within a purpose-made sheet metal frame enclosed by a machine punched removable front panel through which the operator can handle the equipment.
- 12.8.8 The rear studs of the circuit breakers must be properly insulated from the steel chassis. Miniature circuit breakers may be installed in clip-in trays mounted on the frame.

## 12.9 **Concrete Bases and Base Frames**

- 12.9.1 To ensure stability of the kiosk after installation, it must be mounted on a base frame which, in turn, must be bolted to a concrete base.
- 12.9.2 The base frame must be constructed of angle iron, at least 50 x 4 mm thick and must be of a welded construction, hot-dip galvanized and coated with epoxy resin tar. The vertical height of the box frame must be at least 900 mm and the construction must be such as to provide a rigid support for the kiosk.
- 12.9.3 The base frame must protrude to a maximum height of 200 mm above ground level. Provision must be made for the protection and concealing of the cables entering the kiosk and to prevent access to animals and vermin.
- 12.9.4 The base frame of the kiosk must be secured to the support frame with at least four M16 bolts.
- 12.9.5 The base frame of the kiosk must be secured to the concrete base with four M16 bolts and nuts.
- 12.9.6 The bolts, nuts and washers must be galvanized and supplied with the kiosk. All galvanizing must be to SABS 763.
- 12.9.7 The kiosk manufacturer must supply a detailed drawing of the base frame and the concrete base required.
- 12.9.8 Alternate designs and materials for the base (or root) of the kiosk will be considered but full details must be submitted for approval by Transtel.

## 12.10 **Wiring**

### 12.10.1 Cabling

- 12.10.1.1 Incoming and outgoing cables must be terminated on the gland plate. Cables up to 70 mm<sup>2</sup> may terminate on clamp type terminals where the clamping screws are not in direct contact with the conductor.
- 12.10.1.2 All cable sizes larger than 70 mm<sup>2</sup> must terminate on bus bar stubs which must be connected to the associated equipment. Parallel incoming or outgoing cables must be connected to a collector bus bar without crossing the conductors.

### 12.10.2 Current Rating

- 12.10.2.1 The current rating of conductors for the internal wiring must be sufficient to carry the maximum continuous current that can occur in the circuit. This value must be determined from the circuit breaker or fuse protection of the circuit.

12.10.2.2 The smallest conductor size that must be used for power wiring is 2,5 mm<sup>2</sup>.

### 12.10.3 Internal Wiring

- 12.10.3.1 Standard 600/1000 volt grade PVC-insulated stranded annealed copper conductors to SABS 1507 must be used for the internal wiring
- 12.10.3.2 Wiring must be installed away from terminals, clamps and any other current carrying parts.
- 12.10.3.3 Wiring must be kept away from exposed metal edges or must be protected where they cross metal edges.
- 12.10.3.4 Joints in the wiring are not acceptable.
- 12.10.3.5 Where conductors change direction, smooth bends must be formed with a radius of at least 5 times the outside diameter of the conductor.

### 12.10.4 End Connections

- 12.10.4.1 The supply end connections to equipment must be at the top and the load end connections at the bottom.

12.10.4.2 All conductors terminating on equipment with screwed terminals must be fitted with lugs. The lugs must be soldered or crimped to the end of the conductor with the correct amount of insulation removed from the end to fit into the lug. Strands may not be cut from the end of the conductor.

12.10.4.3 Connections to circuit breakers, isolators or contactors must be made by one of the following methods :

12.10.4.3.1 A ferrule of the correct size;

12.10.4.3.2 soldering the end of the conductor;

12.10.4.3.3 wiring a conductor strand tightly around the end to totally cover the end.

#### 12.10.5 Identification

12.10.5.1 The colour of the conductors of all 220/250 volt circuits must correspond to the colour of the supply phase for that circuit.

12.10.5.2 Neutral conductors must be black. All other conductors in the cubicle for control circuits etc. must be coded in colour codes in colours other than those specified above.

12.10.5.3 The devised colour must be shown on a wiring diagram. Coloured PVC or other tape will not be acceptable for colour coding.

#### 12.11 Mounting of Equipment

12.11.1 The mounting of equipment must comply with SABS 1180 where applicable.

12.11.2 Equipment must be fixed to the support panel with bolts, nuts, washers and spring washers or "NYLOC" nuts with washers. Self-tapping screws are not acceptable.

12.11.3 Equipment must be arranged and grouped in a logical fashion.

12.11.4 All equipment must be flush mounted behind panels with only circuit breaker and isolator toggles and meter faces protruding. The front panels must be secured in position by "DZUS" or "CAMLOC" fasteners. Self-tapping or similar screws are not acceptable.

12.11.5 Blanking plates must be fitted over slots intended for future equipment. These plates must be fixed so that fixing holes do not need to be drilled through front panel.

## 12.12 **Access**

All equipment, bus bars and wiring must be completely accessible with the door open and the back door front panel removed. In the case of fibreglass kiosks, the complete canopy must be removable.

## 12.13 **Labelling**

12.13.1 All equipment must be fully labelled and accurate descriptions must be given in English.

12.13.2 Engraved brass must be used for labels. The labels must be riveted to the kiosks.

12.13.3 The following labels must be supplied as a minimum requirement :

12.13.3.1 Number and allocation of kiosk, e.g. KIOSK B26. Lettering must be at least 10 mm high. Label must be on the outside in a prominent position.

12.13.3.2 Designation of circuit i.e. circuit breaker, isolator and meter e.g. ADMIN BLOCK, ADMIN BLOK, POMPTEOEVOER, PUMP SUPPLY. Lettering must be at least 5 mm high. One label installed directly below each item of equipment pertaining to the particular circuit must be provided.

12.13.3.3 The main switch must be marked in accordance with the regulations.

12.13.3.4 The function and circuits of all other equipment must be clearly identified. Flush mounted equipment within the front panel must be identified by labels fixed to the front panel. The labels for all equipment installed behind panels must be fixed to the support panel close to the equipment.

12.13.3.5 The labels must be secured by means of rivets. Self-tapping screws are not acceptable. Labels must not be glued to their mounting positions. Sufficient rivets must be provided to prevent labels from warping.

12.13.3.6 All label designations must be confirmed with Transtel before manufacture.

## 12.14 **Notices**

12.14.1 At least one skull crossbones notice with the words "GEVAAR. DANGER. INGOZI" must be mounted outside on the front of the kiosk.

12.14.2 This notice must be riveted to the steel door so that it cannot easily be removed. Brass rivets must be used. The notice must be laminated into the fibreglass door in the case of fibreglass kiosks.

## 12.15 **Inspections**

Transtel must be notified at least two weeks in advance of the completion of the kiosks in order that an inspection may be carried out before delivery.

## 12.16 **Drawings**

### 12.16.1 Drawings for Approval

12.16.1.1 A set of three prints of the shop drawings of the cubicles must be submitted to Transtel for approval before the cubicles are manufactured. The following information must be presented :

12.16.1.1.1 Schematic and wiring diagrams of the cubicles.

12.16.1.1.2 A complete layout of the arrangement of the cubicles showing all equipment dimensions and constructional details. The positions and methods of fixing of bus bars must be shown.

12.16.1.1.3 All labelling information in English on a separate sheet.

12.16.1.1.4 The makes, catalogue numbers and capacities of all equipment.

12.16.1.1.5 A detail drawing of the concrete plinth, showing concrete mixes, dimensions, opening sizes, steel reinforcing details and holding-down bolt fixing details.

12.16.1.2 The approval of drawings shall not relieve the Contractor of his responsibility to Transtel to supply the cubicles according to the requirements of this Specification.

### 12.16.2 Final Drawings

12.16.2.1 A complete set of "records" drawings of the cubicles must be submitted to Transtel within two weeks after delivery of the kiosks.

12.16.2.2 The information contained in subclause 12.16.1 must be provided.

#### 12.16.3 Completion

The supply contract must be regarded as incomplete until all drawings have been handed to Transtel.

### 13. MOULDED-CASE CIRCUIT BREAKERS

- 13.1 This section covers single or multi-core moulded case circuit breakers for use in power distribution systems, suitable for panel mounting, for ratings up to 1000 ampere, 600 volt, 50 Hz .
- 13.2 The circuit breakers must comply with SABS 156.
- 13.3 The continuous current rating, trip rating and rupturing capacity must be as specified.
- 13.4 The contacts must be silver alloy and must close with a high pressure wiping action.
- 13.5 Where specified, the circuit breaker must be capable of accommodating a factory fitted shunt trip or auxiliary contact units or similar equipment.
- 13.6 The operating handle must provide clear indication of "ON", "OFF" and "TRIP" positions.
- 13.7 The mechanism must be of the TRIP-FREE type preventing the units from being held in the ON positions under overload conditions.
- 13.8 All moulded-case circuit breakers in a particular installation must, as far as is practical, be supplied by a single manufacturer.
- 13.9 The incoming terminals of single-pole miniature circuit breakers must be suitable for connection to a common bus bar.
- 13.10 The circuit breaker must have a rating plate indicating the current rating, voltage rating and breaking capacity. Extension type operating handles must be provided for units of 600 ampere rating and above.

### 14. EARTH LEAKAGE RELAYS

- 14.1 Earth leakage relays must be single or three-phase units with a sensitivity of 30 mA, on-load switch type or circuit breaker type for use on 220/250 volt single phase or 380/430 volt three-phase, 50 Hz, supplies.

- 14.2 The units must be suitable for installation in switchboards in clip-in trays or bolted to the chassis.
- 14.3 The earth leakage relay must comply with SABS 767 as amended, and must bear the SABS mark. Integral test facilities must be incorporated in the unit.
- 14.4 Circuit breakers with trip coils used integrally with earth leakage units (two-pole for single-phase units and three-pole for three-phase units) must comply with SABS 156.
- 14.5 On-load switches used integrally with earth leakage units (two-pole for single-phase units and three-pole for three-phase units) must comply with SABS 152.
- 14.6 The fault current rating of the unit must be 2,5 kA or 5 kA as required, when tested in accordance with SABS 156.

## **15. ON-LOAD ISOLATORS**

- 15.1 This section covers switches suitable for panel mounting for use in power distribution systems up to 600 volt, 50 Hz. Switches for motor isolation are included.
- 15.2 The switches must be of the triple-pole, hand operated type complying with SABS 152.
- 15.3 The switches must have a high-speed closing and opening feature.
- 15.4 The switches must be suitably rated for the continuous carrying, making and breaking of the rated current specified as well as the through-fault current capacity as specified.
- 15.5 To distinguish the switches from circuit breakers the operating handles must have a distinctive colour and/or the switch must be clearly and indelibly labelled "ISOLATOR".

## **16. STANDARD PAINT SPECIFICATION**

### **16.1 Finish Required**

- 16.1.1 Metalwork of electrical equipment such as switchboards, equipment enclosures, sheet steel luminary components, purpose-made boxes, etc. must be finished with a high quality paint applied according to the best available method.
- 16.1.2 Baked enamel, electro-statically applied power coating or similar proven methods must be used.

## 16.2 **Corrosion Resistance**

Painted metal must be corrosion resistant for a period of at least 168 hours when tested in accordance with SABS Methods 155.

## 16.3 **Edges**

Care must be taken to ensure that all edges and corners are properly covered.

## 16.4 **Surface Preparation**

- 16.4.1 Surface preparation must comply with SABS 064.
- 16.4.2 Prior to painting, all metal parts must be thoroughly cleaned of rust, mill scale, grease and foreign matter to continuous metallic finish.
- 16.4.3 Sand or shot blasting or acid washing must be employed for this purpose.

## 16.5 **Baked Enamel Finish**

- 16.5.1 Immediately after cleaning, all surfaces must be covered by a rust inhibiting, tough, unbroken metal-phosphate film and then thoroughly dried.
- 16.5.2 Forty-eight (48) hours after phosphating, a passivity layer consisting of a high quality zinc chromate primer must be applied, followed by two coats of high quality alkyd-based baked enamel.
- 16.5.3 The enamel finish on metal luminary components must comply with SABS 783, Type III.
- 16.5.4 Other metal parts e.g. switchboard panels, etc. must comply with SABS 783, type IV with a minimum paint thickness after painting of 0,06 mm. In coastal areas, the dry film thickness must be increased to at least 0,1 mm .
- 16.5.5 The paint must have an impact resistance of 5.65J on cold-rolled steel plate and a scratch resistance of 2 kg .

## 16.6 **Powder Coated Finish**

- 16.6.1 Immediately after cleaning, the metal parts must be pre-heated and then covered with a micro structured paint powder applied electro statically.
- 16.6.2 The paint must be baked on and must harden within 10 minutes at a temperature of 190°C.

16.6.3 The minimum paint thickness after baking must be 0,05 mm . The dry film thickness must be increased in coastal areas. The paint cover must have an impact resistance of 5.65J on cold-rolled steel plate and scratch resistance of 2 kg .

16.7 **Touch-Up Paint**

In the case of switchboards and larger equipment enclosures, a tin of matching touch-up paint not smaller than 1 litre must be provided.

16.8 **Colours**

16.8.1 The colour of Low Voltage switchboards and equipment enclosures in buildings must be "WHITE" colour G80 or "BISCUIT" B64 of SABS 1091.

16.8.2 The colour of Low Voltage distribution kiosks and miniature substations must be "BISCUIT", colour B64 or "LIGHT STONE", colour C37 of SABS 1091.

**END OF DOCUMENT**

Uncontrolled Document