

**TRANSNET FREEIGHT RAIL**

a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BLE/52255

SUPPLY, INSTALLATION AND COMMISSIONING OF 4 * 66KV AC DISCONNECTS AND 3(3PAIRS) 66KV LIGHTNING ARRESTORS WITH COUNTERS AT SOETENDAL 3KV SUBSTATION

ISSUE DATE: 1 July 2013
CLOSING DATE: 16 July 2013
CLOSING TIME: 10h00

"PREVIEW COPY ONLY"

SCHEDULE OF DOCUMENTS

Section

1. Notice to Bidders
2. Quotation Form
3. Standard Term and conditions for the supply of Goods and/or Services to Transnet
4. General bid conditions – (Services)
5. Standard Terms and Conditions of Conditions of Contract (Services)
6. Supplier Declaration Form (SDF)

Annexure:

- Annexure A: Special conditions of contract.
- SANS 60099-4
- Specification Outdoor High Voltage.
- E7/1 – Specification for General Work and works on, over, under or adjacent to Railway lines near high voltage equipment
- Suppliers code of Conduct

Section 1

NOTICE TO BIDDERS

- i) On or after **01 July 2013** the RFQ documents are obtainable from the office of **Transnet Freight Rail, Supply Chain Services, Tender Support Office, 6th Floor, Transnet Park Building, Off Robert Sobukwe Road (Old Modderdam Road) , Bellville** on payment of an amount of **R100,00** (vat inclusive) per set. **(Payment is to be made to Transnet Freight Rail, Standard bank Account Number 203158598 and Branch Code 004805)**. The deposit slip must reflect as reference: **RFQ BLE/52255** and your **company name**. Receipt/proof of payment to be presented prior to collection of RFQ's. No Proof of payment no RFQ document)

Note: This amount is not refundable. RFQ documents will only be available until 12h00 on 5 July 2013.

- ii) A compulsory briefing session will be conducted **on site at Soetendal (near Wellington on 8 July 2013** at 10h00 for a period \pm 1 hour. (Respondent to provide own transportation and accommodation).

Respondents failing to attend the compulsory briefing session will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.

The briefing session will start punctually at 10h00.

Site inspection: viewing of the actual sites will be discussed at the Briefing session.

Safety on site: Reflective Jackets and Safety Shoes to be worn when visiting the site. Without the safety clothing and depending on the environment you will be entering, respondent(s) won't be allowed at the various sites if safety apparel is required.

- iii) Quotations which must be completed as indicated in section 2 of this RFQ are to be submitted as follows;

iv)

Method for delivery instructions: a) post, b) hand delivery and/or courier.

CLOSING VENUE: Refer to options below.

- A) **If posted**, the envelope must be addressed as below and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ.

B)

<p>THE SECRETARIAT ACQUISITION COUNCIL P.O. BOX 2986 BELLVILLE 7535</p>
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- C) If delivered by hand or by courier, the envelope is to be deposited in the Transnet tender box and should be addressed as follow:

**THE SECRETARIAT
 ACQUISITION COUNCIL
 GROUND FLOOR
 TRANSNET PARK BUILDING
 ROBERT SOBUKWE ROAD
 BELLVILLE**

IT SHOULD ALSO BE NOTED THAT THE ABOVE TENDER BOX IS LOCATED AT THE MAIN ENTRANCE AND IS ACCESSIBLE TO THE PUBLIC 24 HOURS PER DAY, 7 DAYS A WEEK.

1 Responses to RFQ

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

Quotations must reach the Chairperson, TRANSNET Freight Rail Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ Number:	BLE:52255
Description:	SUPPLY, INSTALLATION AND COMMISSIONING OF 4 * 66KV AC DISCONNECTS AND 3(3PAIRS) 66KV LIGHTNING ARRESTORS WITH COUNTERS AT SOETENDAL 3kV SUBSTATION.
Closing date and time:	16 July 2013 at 10h00

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

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

2.1 B-BBEE Scorecard and Rating

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

- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods and Services.
- The 90/10 preference point system applies where acquisition of the Goods and Services will exceed R1 000 000.00. However, if the 90/10 preference point system is stipulated in this RFQ and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply **90/10** preference point system prescribed in the PPPFA.

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

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

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

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

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

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

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

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

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

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

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

Transnet will accordingly allocate a maximum of **10 [ten] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].

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

*[Refer clause **Error! Reference source not found.** below for Returnable Documents required]*

3 Communication

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

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

Name: Doepie du Preez
Email: Doepie.dupreez@transnet.net

Respondents may also, at any time after the closing date of the RFQ, communicate with Doepie du Preez on any matter relating to its RFQ response:

Telephone 021 940-3826
Email Doepie.dupreez@transnet.net

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

5 VAT Registration

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

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

13 Performance Record/References

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

Name of Company	Nature of work & period.	Contact person.	Telephone number.

14 Evaluation Criteria

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

- **Administrative responsiveness** - Completeness of response and returnable documents
- **Technical** – Previous performance **[It is essential to complete paragraph 13]**
- Weighted evaluation based on 90/10 preference point system as indicated in paragraph 2:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical
 - B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

1

15 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

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

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

YES NO

19 Returnable Documents

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

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

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

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
SECTION 2: Quotation form.	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4: General Bid Conditions [Services and goods] – Appendix (i)	
SECTION 5: Standard terms and conditions of the contract [goods and services]	
SECTION 6: Supplier Declaration Form.	
<ul style="list-style-type: none"> - Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> - Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> - Certified copy of Certificate of Incorporation [CM29/CM9 name change] 	
<ul style="list-style-type: none"> - Certified copy of share certificates [CK1/CK2 if C.C.] 	
<ul style="list-style-type: none"> - Entity's letterhead 	
<ul style="list-style-type: none"> - Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> - Certified copy of valid Company Registration Certificate [if applicable] 	
<ul style="list-style-type: none"> - A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures 	
Letter of good standing from Compensation Commissioner.	

Respondent's Signature

Date & Company Stamp

Section 2
QUOTATION FORM

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

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

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [Section 3 hereof]; and
- Any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Price Schedule

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

For pricing schedule of prices and quantities see annexure A page 16:

Section 3

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

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

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures goods [the Goods] or services [the Services] specified in the Order from the person to whom the Order is addressed [the Supplier/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

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

3 DELIVERY AND TITLE

3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

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

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

5 PROPRIETARY RIGHTS LIABILITY

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

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

Provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

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

7 PUBLICITY

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

8 TERMINATION OF ORDER

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

9 ACCESS

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

10 WARRANTY

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

11 INSOLVENCY

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

12 ASSIGNMENT

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

13 NOTICES

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

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

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

16 COUNTERPARTS

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

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

SIGNED at _____ on this ____ day of _____ 20__

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person: *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS : 0800 003 056

the Vendor Application Form below:

Section 4
GENERAL BID CONDITIONS [SERVICES]

Copy is available on request.

"It is the responsibility of the Bidder to ensure they are familiar with the General Bid Conditions."

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Section 5.
STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION
OF SERVICES TO TRANSNET

Copy available on request.

"It is the responsibility of the Bidder to ensure they are familiar with the
Standard Terms and Conditions of Contract."

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp



Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

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

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

NB:

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

IMPORTANT NOTES:

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

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



Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million		
Does Your Company Provide	Products		Services		Both		
Area Of Delivery	National		Provincial		Local		
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G. Stationery/Consulting)							

BEE Ownership Details			
% Black Ownership		% Black women ownership	
Does your company have a BEE certificate		Yes	No
What is your broad based BEE status (Level 1 to 9 / Unknown)			
How many personnel does the firm employ		Permanent	Part time

Transnet Contact Person			
Contact number			
Transnet operating division			

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name			Designation
Signature			Date

Stamp And Signature Of Commissioner Of Oath			
Name			Date
Signature			Telephone No.

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.
 Transnet Vendor/Supplier Management .Contact person Carol: tell: 021 940-3846 fax 021 940-3883



Annexure A:

SUPPLY, INSTALLATION AND COMMISSIONING OF STATION 66KV BUS, RECTIFIER A, RECTIFIER B AND SIGNAL SUPPLY AC DISCONNECTS AND 66KV LIGHTNING ARRESTORS WITH COUNTERS AT SOETENDAL SUBSTATION

1. SPECIAL CONDITIONS OF CONTRACT
2. PROJECT SPECIFICATIONS
3. MEASUREMENTS AND PAYMENT
4. SCHEDULE OF QUANTITIES AND PRICES
5. SCHEDULE OF APPLICABLE SPECIFICATIONS, INSTRUCTIONS & DRAWINGS

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**SUPPLY, INSTALLATION AND COMMISSIONING OF STATION 66KV BUS, RECTIFIER A,
RECTIFIER B AND SIGNAL SUPPLY AC DISCONNECTS AND 66KV LIGHTNING ARRESTORS WITH
COUNTERS AT SOETENDAL SUBSTATION**

1. SPECIAL CONDITIONS OF CONTRACT

1.1 Sufficiency of Tender

- 1.1.1 Tenderers shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. This document shall be used by Tenderers to elaborate on their response to a clause.
- 1.1.2 Where equipment offered does not comply with standards or publications referred to in any of the specifications, Tenderers shall state which standards of specifications apply and submit a copy of the applicable specification and or standard in English.
- 1.1.3 Any drawings and information required by Transnet but not included in the specification shall be furnished on request.
- 1.1.4 All relevant information of the material used for the installation shall be submitted with the tender document including the technical specification.
- 1.1.5 Transnet reserves the right to inspect the tenderer's facilities prior to awarding the contract in order to ensure that it is suitable for the type of repair required.
- 1.1.6 The Contractor shall indicate at the tendering stage what steps have been taken to implement a Quality System in terms of ISO 9002 and shall submit such a Quality Plan.
- 1.1.7 The contractor shall guarantee the installed electrical equipments against faulty workmanship for a period of twelve months from the date they were energised.
- 1.1.8 Incomplete tenders will be automatically disqualified.

1.2 Duration of contract

- 1.2.1 The contract will commence immediately after acknowledgement of receipt of the notification of acceptance of tender with Transnet Freight Rail.
- 1.2.2 The contract shall state the completion of the works acknowledgement of receipt of the notification of acceptance of tender with Transnet Freight Rail.



1.3 Compliance with statutes

1.3.1. The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Instructions, Acts etc;

- SANS 1019 Standard voltage, current and insulating level for electrical supply
- The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- The Occupational Health and Safety Act (Act 85 of 1993)
- Common law of nuisance

1.4 Maintenance period

A maintenance period of 6 months after the date of completion of the works will be instituted to ensure that installation works has been properly done. Contractor shall repair any defects within two weeks from the date of such notification of the defect(s).

1.5 Retention money

10% of the total value of the contract will be retained for the maintenance period, until work has been satisfactory completed.

1.6 Penalties for late completion

A penalty fee for late completion of R1000 per calendar day shall be levied.

1.7 To be provided by Transnet Freight Rail

NIL

1.8 To be provided by the contractor

1.8.1 In addition to all labour, water, materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees. No accommodation shall be erected or utilised on Transnet Freight Rail property.



- 1.8.2 The Contractor shall provide safe and secure storage facilities for all tools, machineries plant equipment brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals and equipment. Such storage facilities shall not be on Transnet Freight Rail property.
- 1.8.3 persons or animals cannot gain access to such chemicals and equipment. Such storage facilities shall not be on Transnet Freight Rail property.
- 1.8.4 The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area. No persons may stand or walk within 5m of the centre of the track.
- 1.8.5 The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timorously warn all people on the work site of approaching rail traffic.
- 1.8.6 An effective safety procedure to be followed by all personnel on any work site shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.
- 1.9 Schedule of quantities and prices**
- 1.9.1 The quantities in the Schedule of Prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced Schedule (prepared in ink) for the Works.
- 1.9.2 The tenderer shall price each item. If the Contractor has omitted to price any items in the Schedule, the cost of the work included in such items will be held to be included in the price given for preliminary and general.
- 1.9.3 The absence of stated quantities in the Schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.
- 1.9.4 The short descriptions of the items in the Schedule are for identification purposes only. In so far as these documents have any bearing, they shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the Schedule of Prices.

1.10 Value-added tax

Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Prices for the lump addition of Value-added Tax.



1.11 Site meetings

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Supervisor or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

1.12 Site books

- 1.12.1 The Contractor shall provide a site instruction book and a daily diary (both in triplicate) at the site as directed by the Supervisor for the duration of the contract.
- 1.12.2 The site diary book shall be used to record any unusual events during the period of the contract. All delays caused by the Contractor, Transnet Freight Rail employees and due to natural causes shall be recorded. Such delays must be counter-signed by the appointed Supervisor. Other delays caused by the 3rd party shall be reported to the Project Manager immediately in writing.
- 1.12.3 The site instruction book shall only be used by the Supervisor or his/her deputy and will be used for the issuing of instructions to the Contractor.
- 1.12.4 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Supervisor or his/her deputy.
- 1.12.5 Upon the completion of the contract, both books are to be handed in to the Supervisor and both become the property of Transnet Freight Rail.

1.13 Information to be provided with tender

- 1.13.1 The Contractor shall undertake the planning and programming of the entire installation works and shall submit to the Supervisor for approval full particulars thereof with his/her tender.
- 1.13.2 The Schedule of Prices must be completed in full.
- 1.13.3 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- 1.13.4 The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the supervisor.



1.14 Damage to fauna and flora

- 1.14.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be treated for oil contamination.
- 1.14.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage painting and steel components of Electrical Equipment or property, or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals used to treat the oil contaminated yard stones and plinths.
- 1.14.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.
- 1.14.4 The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.
- 1.14.5 Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.
- 1.14.6 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.
- 1.14.7 Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.

1.15 Damage to adjoining property

The Contractor shall ensure that no damage occurs to adjoining property. He/she shall take all necessary precautions as the work progresses not to damage any structure, equipment, persons or other items on any adjoining property.

1.16 Hours of work

Hours of work will be limited from Monday to Friday, 08:00 – 16:00. No work shall be performed outside these hours unless prior approval is granted by Transnet Freight Rail.

1.17 Contractual obligation

- 1.17.1 The Contractor shall provide a provisional Gantt or a similar chart showing proposed work program. The final chart shall be submitted within seven working days of awarding the tender.
- 1.17.2 The Contractor shall supply a triplicate site instruction book. This book shall be used to record any instructions to the Contractor and disputes regarding the quality of work on site. This book will be filled in by the Supervisor or Manager and must be countersigned by the Contractor.
- 1.17.3 The site diary and the site instruction book shall be the property of Transnet and shall be handed over to the Supervisor or Manager on the day of energizing or handing over.



- 1.17.4 Transnet reserves the right to be present during installation and testing and must be timeously advised of the dates of commencement of the installation and testing. Arrangements must be made with the Manager or his designated personnel to perform witness and authorize the tests.
- 1.17.5 Calibration certificates less than 12 months old issued by a recognized authority for all the instruments to conduct tests shall be made available for inspection, if requested by Transnet.
- 1.17.6 The Contractor shall repair any damage resulting from negligence of his or her staff to the substation equipment.
- 1.17.7 No sub-contractor shall be appointed without obtaining prior authority from the Project Manager.

1.18 Safety requirements

- 1.18.1 The Contractor or his sub Contractor shall be required to work on site in accordance with Transnet Freight Rail's safety specification E4E of April 1997 and the occupation Health and safety act 85 of 1993.
- 1.18.2 The Contractor shall be required to work under direct supervision of Transnet's appointed Supervisor on site and shall work only in the area, which shall be demarcated by suitable barriers.
- 1.18.3 Transnet shall during the contract have a Supervisor available on site for the necessary isolation of electrical equipment and issuing of work permits.
- 1.18.4 Substation permit condition shall be determined during site meeting and should be approximately 1-4 weeks.
- 1.18.5 All team members, visitors or casual workers are to be inducted if they do not have a current induction certificate valid for the site.
- 1.18.6 Ensure that safety performance expectations are clearly communicated regularly to the project team.
- 1.18.7 Lengthy discussion of safety performance expectations preferably face-to-face (where possible) shall be held by the Contractor of which Transnet Freight Rail's Project Manager, Safety Rep or Supervisor has the right to be a witness.
- 1.18.8 The Contractor shall produce Health & Safety Plan for the team including all sub-contractors.
- 1.18.9 The Contractor shall list all training requirements for the team for any specific competency and/or awareness training according to various Transnet Freight Rail policies
- 1.18.10 Workers must carry proof of training attended for execution of the works



- 1.18.11 The contractor shall carry out the risk assessment of the work site to identify hazards before work commences
- 1.18.12 Records to be kept in Health and Safety file including sub-contractors:
- i. All safety audits will be discussed and corrective actions monitored
 - ii. All audit results are to be recorded in the site diary
 - iii. Unscheduled visits and "STOP" Visits using stop cards shall be conducted by Transnet Freight Rail
 - iv. The Contractor must communicate Safety Critical incidents via Green Areas to the rest of TFR
 - v. The Contractor shall check if assets are safe for operations e.g. Train ops, safe access and exit of buildings etc
 - vi. Review safety performance stats: Incidents, Corrective Action matrix, audits etc.
 - vii. The contractor must supply his own PPE

 - viii. Employees that do not wear the necessary PPE will not be allowed on site.
 - ix. Defective PPE must be reported immediately to the Supervisor.

"PREVIEW COPY ONLY"



SUPPLY, INSTALLATION AND COMMISSIONING OF STATION 66KV BUS, RECTIFIER A, RECTIFIER B AND SIGNAL SUPPLY AC DISCONNECTS AND 66KV LIGHTNING ARRESTORS WITH COUNTERS AT SOETENDAL SUBSTATION

2. PROJECT SPECIFICATIONS

2.1 Scope of work

This contract covers the design, supply, installation and commissioning of 66kV AC disconnects and lightning arrestors with counters at Soetendal substation.

2.2 Description of work

- 2.2.1 Remove old 66 kV AC disconnects.
- 2.2.2 Supply and install 66 kV station bus AC disconnect, operating rod, handle and switch isolator.
- 2.2.3 Supply and install rectifier A, rectifier B and signal supply AC disconnects
- 2.2.4 Mechanical and electrical interlocking should be installed between AC disconnects and the new SF6 breaker. The breaker should open first before the links could be opened.
- 2.2.5 Supply and install lightning arrestors with counters.
- 2.2.6 New foundation must be cast for lightning arrestors.
- 2.2.7 All steel support work must be hot dip galvanized.
- 2.2.8 Earthing to all the newly installed equipment should be done to a new earth mat or spike should be installed.
- 2.2.9 The earthing arrangement must be kept separate from the DC traction earthing arrangement.
- 2.2.10 Ballast must be removed before trenching, and trenches must be tamped before replacing the ballast.
- 2.2.11 Supply, install and connect earthing in outdoor yard.

Concrete Foundations.

- 2.2.32 The contractor shall carry out his/her own survey in regard to soil types and their load bearing capabilities
- 2.2.33 Tenderers must ensure that provision (financial as well as time) for excavation of soil types is allowed for in their tenders
- 2.2.34 The 28-day strength of all concrete used shall be minimum of 20MPa
- 2.2.35 The contractor shall arrange for sampling and testing of all concrete used, and shall submit full record to the supervisor. Transnet Freight Rail reserves the right to undertake testing of the concrete samples and the contractor shall furnish test cubes if requested by the supervisor
- 2.2.36 Hand mixed concrete is not acceptable, it must be mechanically mixed.



- 2.2.37 The addition of water to a concrete mix reduces the strength of that concrete very significantly and on no account shall water be added to a mix after test cubes have been taken.
- 2.2.38 Equipment support foundation shall be finished off 200mm above the finished earth level of the yard. The design must be such as to prevent standing water.
- 2.2.39 All foundations edges shall be bevelled and the surface must be float finished.
- 2.2.40 All support foundations shall be the same level.

Steelwork

- 2.2.41 The design, supply and installation of all steel structures for the support of equipment and tensioning of conductors shall be the responsibility of the contractor.
- 2.2.42 The manufacture of any steelwork shall not take place prior to the approval of the design drawing by the supervisor
- 2.2.43 Transnet Freight Rail shall inspect the steelwork at the manufacture's works prior to dispatch.
- 2.2.44 All fasteners (nuts & bolts) shall be secured using flat as well as lock washer.

Earthing Layout

- 2.2.30 The following electrical equipment in the outdoor yard shall be bonded directly to earth mat:
 - The support steel structures for the surge arrestors at the Eskom supply side
 - All surge arrestors
- 2.2.45 The material to be utilized shall be 16 mm diameter copper plated earth rods. The rods shall comply with SANS 1063 and shall be electro-plated to minimum thickness of 250 microns
The length of the rods will be dependant on the application:
 - 2.2.46 Earth electrodes (earth spikes). Minimum length of 1.5 meters shall be used.
 - 2.2.47 Down conductors, earth tails and interconnecting conductors. Rods of varying length may be used
 - 2.2.48 Copper plated rods shall have the SANS mark of approval and the manufacturers name
 - 2.2.49 For the installation or replacement of the main earth mat/earth electrode, Copper conductor of at least 16 mm diameter shall be buried at least 1,5 meters below the ground. The earth mat shall cover an area of at least 1,5 square meter
- 2.2.50 The earth mat shall be provided with a test point connection for test purposes. This test shall protrude a minimum of 10 mm above ground level and shall be protected by means of a metal pipe or metal housing
- 2.2.51 The location of earth mat/earth spike shall be as close as possible to the main surge arrestors support structures.
- 2.2.52 For the new installations the contractor shall carry out earthing survey in accordance with the methods as described in specification CEE.0177 or SANS 10199 to determine the type of earthing system required
- 2.2.53 The contractor shall be required to submit a separate quotation for the survey.
- 2.2.54 For existing substations the contractor shall carry out earth resistance test to establish the condition of the existing earth mat/earth spike and shall replace such earth mat/earth spike where required.



- 2.2.55 Before any trenching commences the contractor shall consult with Transnet staff for approval with regards to the routing of the trenches in the outdoor yard
- 2.2.56 Trenching shall include all trenches required for the installation of the earthing system
- 2.2.57 The perimeter fence trenching shall be as close as possible to the perimeter fence on the inside of the HV yard
- 2.2.58 The depth of trenching shall be at least 700 millimetres. Care must be taken not to damage the existing cable in the high voltage outdoor yard during trenching operations.
- 2.2.59 Before the trenches are closed, a representative from Transnet Freight Rail shall inspect the earthing system for damage to earth rods
- 2.2.60 Earth electrodes shall be driven into the ground at the corners of the outdoor yard and in between the corners.
- 2.2.61 In the case of double unit substation the number of earth electrodes between the corner electrodes shall be determined in consultation with Transnet Freight Rail
- 2.2.62 The depth of the earth electrodes driven into the ground shall be such that the top of the earth electrodes shall be a minimum of 700 mm below the surface of the ground.
- 2.2.63 The earthing of the support steel structure for the surge arrestors shall be in accordance with Transnet Freight Rail. Drawing BBB 3620
- 2.2.64 The surge arrestors base shall be connected directly to earth mat/earth spike
- 2.2.65 Where surge arresters are fitted on the main transformer provision shall be made to install earth electrode in close proximity to the transformer. The earth electrode shall be connected directly to the system as shown in drawing BBB 3620.
- 2.2.66 All underground connection which include connections to the earth electrodes, the joints in the copper plated steel rods, connections to the perimeter fence posts, support steel structure and the connection to the new or existing earth mat shall be exothermic welded.
- 2.2.67 Where exothermic welding cannot be carried out, galvanised studs, nuts, tinned cable lugs and any other approved means may be used for the termination of the earthing conductors to the fence post, surge arresters down leads and other electrical equipment
- 2.2.68 Exothermic welded joints and steel components exposed to corrosion shall be sealed with a durable waterproofing compound i.e. Bitumen, Denso tape or Noxide.
- 2.2.69 All crimped connections that are above ground level must be filled with an anti-corrosive compound.
- 2.2.70 Where the exothermic welding is carried out on galvanised surface of the support steel structures, the Galvanising must be removed and the surface cleaned. After completion of the exothermic weld, the surface area on the support steel structure where the galvanising was removed shall be treated using zinc-rich-paint which complies with the requirements of SANS 926 and SANS 1391.
- 2.2.71 Exothermic joints shall be hammer tested on recommendation of the manufacture to ensure that the mechanical strength of the joints are adequate. The exothermic weld is tapped by a hammer and by sound it is determined whether the joints are solid or that there voids in the joint.
- 2.2.72 Where two earthing conductors run parallel to each other, exothermic parallel joint shall be installed every 1,5 meter on all straight section between these conductors
- 2.2.73 The contractor shall replace any copper plated steel rods, damaged during installation.



EXOTHERMIC WELDING.

- 2.2.74 Only contractors who are certified and accredited by the exothermic welding industry shall be used for the installation

Crusher stones

- 2.2.75 The contractor shall remove the necessary crusher stone before any excavation commences.
- 2.2.76 The contractor shall restore the crusher stone to its original condition once the installation work has been completed.
- 2.2.77 The contractor shall supply any additional crusher stone required to restore the trenched area to its original condition.

2.3 Commissioning of equipment

- 2.3.1 The Contractor shall test and commission all installed components.
- 2.3.2 The Contractor or his/her representative shall be present and ensure that all his staff have been withdrawn from the HV equipment and warned that it will be treated as 'live' and must endorse the substation logbook to this effect. The Contractor is responsible for his/her safety and that of his/her staff.
- 2.3.3 Protection staff, technical assistant together with the Manager or his assistant shall be on site when the functional tests are conducted. The Protection staff shall sign all the tests sheets acknowledging that he or she has witnessed the tests.
- 2.3.4 The Protection staff or the Manager together with the Contractor shall compile a list of defects. These defects shall be rectified.
- 2.3.5 In cases where the defects will not adversely affect safety and or satisfactory operation of the equipment, both the Contractor and the Manager shall sign the defects lists acknowledging the defects and these may be accepted subject to later rectification. The copy of these defects shall be given to the Contractor or his/her representative.
- 2.3.6 The Manager or his representative shall confirm that electrical protection devices and circuits have been checked and passed by protection staff and the protection settings have been entered into the logbook provided for this purpose.
- 2.3.7 Whenever an installation has been handed over with an undertaking to rectify certain defects, the Contractor and the Manager must ensure that the defects are rectified within 10 days from the date of the handover.
- 2.3.8 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Supervisor and at the cost of the Contractor.
- 2.3.9 If urgent repairs have to be carried out by Transnet staff to maintain supply during the guarantee period the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.
- 2.3.10 On completion of commissioning, the substation equipment shall be handed over by the Contractor to the Manager. This handing over shall be formally in writing.



- 2.3.11 After this handing over, the Contractor must have no access to any substation equipment, except with the permission of the Manager.
- 2.3.12 All redundant/old materials/equipment to be left on site for Transnet Freight Rail to dispose of as it deems fit.
- 2.3.13 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.
- 2.3.14 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 2.3.15 The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period.
- 2.3.16 It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 2.3.17 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

2.4 Guarantee and defects

- 2.4.1 The Contractor shall guarantee the satisfactory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.
- 2.4.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 2.4.3 The guarantee period for these standby plants shall expire after: A period of 12 months commencing on the date of completion of the contract or the date the standby plant was handed over to Transnet Freight Rail.
- 2.4.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.
- 2.4.5 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.
- 2.4.6 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 2.4.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Supervisor and at the cost of the Contractor.



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

2.5 Guarantee and inspection

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

2.6 Scrap Materials

- 2.6.1 All redundant/old materials/equipment to be removed from site and transported to TFR Scrap Bank in Salt River.

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SUPPLY, INSTALLATION AND COMMISSIONING OF STATION 66kV BUS, RECTIFIER A, RECTIFIER B AND SIGNAL SUPPLY AC DISCONNECTS AND 66kV LIGHTNING ARRESTORS WITH COUNTERS AT SOETENDAL SUBSTATION

3. MEASUREMENTS AND PAYMENT

- 3.1. Preliminary and general shall be measured and paid for as lump sum. Tendered rates must therefore include labour, site establishment, transport, civil works, soil testing, preparations, security and all necessary resources to complete the works.
- 3.2. Supply and install 66 kV station bus, rectifier A, rectifier B and signal supply AC disconnects. . Tendered rates must therefore include supply, delivery of materials and installation of all 4 AC disconnects and all necessary resources to complete this item.
- 3.3. Supply and installation of lightning Arrestors shall be measured and paid for per surge arrestor installed. Tendered rates must therefore include supply, delivery of materials and installation of all 3 surge arrestors and all necessary resources to complete this item.
- 3.4. Supply and installation of earthing system for surge arrestors and steel support structure shall be measured and paid for as lump sum. Tendered rates must therefore include supply, delivery of materials, installation, trenching and laying of earthing cables including brackets, clamps, joints, bolts, nuts etc. and all necessary resources to complete this item.
- 3.5. No payment will be made for rejected work where refurbishment achieved does not meet the standards specified.
- 3.6. Testing and commissioning shall be measured and paid for as lump sum.

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SUPPLY, INSTALLATION AND COMMISSIONING OF STAION 66KV BUS, RECTIFIER A, RECTIFIER B AND SIGNAL SUPPLY AC DISCONNECTS AND 66KV LIGHTNING ARRESTORS WITH COUNTERS AT SOETENDAL SUBSTATION

4. SCHEDULE OF PRICES AND QUANTITIES

SOETENDAL SUBSTATION – 66KV DISTRIBUTION SUB						
	DESCRIPTION	UNIT	QTY	INST. COST	MAT RATE	TOTAL
1.	Preliminary and General	sum	1			
2.	Supply Security	rate	only			
3.	Transport old equipment to Scrap bank at Salt River	sum	1			
4.	Strip old AC disconnects	sum	1			
5.	Supply and install Rectifier A, Rectifier B and Signal supply 66kV disconnects with earthing mechanism in the open position.	sum	3			
6.	Supply and install station bus 66kV disconnect with the operating rod, handle and switch isolator.	sum	1			
7.	Supply and install 66kV lightning arrestors with counters	each	12			
8.	Cast foundation for lightning arrestors	sum	1			
9.	Supply and install galvanised steel support for lightning arrestors and disconnects					
10.	Supply and install earthing for new equipment installed	sum	1			
11.	Installation, Testing and Commissioning	sum	1			
					Total (Excl. Vat)	R

Price in words: _____

_____ (exc – vat)

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.



SUPPLY, INSTALLATION AND COMMISSIONING OF STATION 66KV BUS, RECTIFIER A, RECTIFIER B AND SIGNAL SUPPLY AC DISCONNECTS AND 66KV LIGHTNING ARRESTORS WITH COUNTERS AT SOETENDAL SUBSTATION

**5. SCHEDULE OF APPLICABLE SPECIFICATIONS,
INSTRUCTIONS & DRAWINGS**

5.1	CEE.0045:	Painting of steel Components of Electrical Equipment
5.2	CEE.0183.2002:	Hot dip galvanising and painting of electrical equipment
5.3	CEE.0012.2002	Method of Tendering.
5.4	CEE.TBD 0007	Earthing arrangements traction substations
5.5.1.1	IEC PUBLICATIONS	
5.6	IEC 51 ELECTRICAL MEASURING INSTRUMENTS.	
5.7	Occupational Health and Safety Act No. 85 of 1993 (Available at Depot for referral)	
5.8	SABS 1019	Standard voltages, currents and insulating levels for electrical supply.
5.9	SABS 1507	Electric cables with extruded solid dielectric insulation for fixed installations.
5.10	BBB 7842 Version 1	Specification for installation of outdoor, high voltage AC disconnectors combined with earthing switches
5.11	BBB 0845 Version 4	Specification for metal oxide gapless surge arrestors
5.13	CEE. 0023.90	Specification for installation of cables.
5.14	CEE. 0057.90	Specification for the supply of cables.