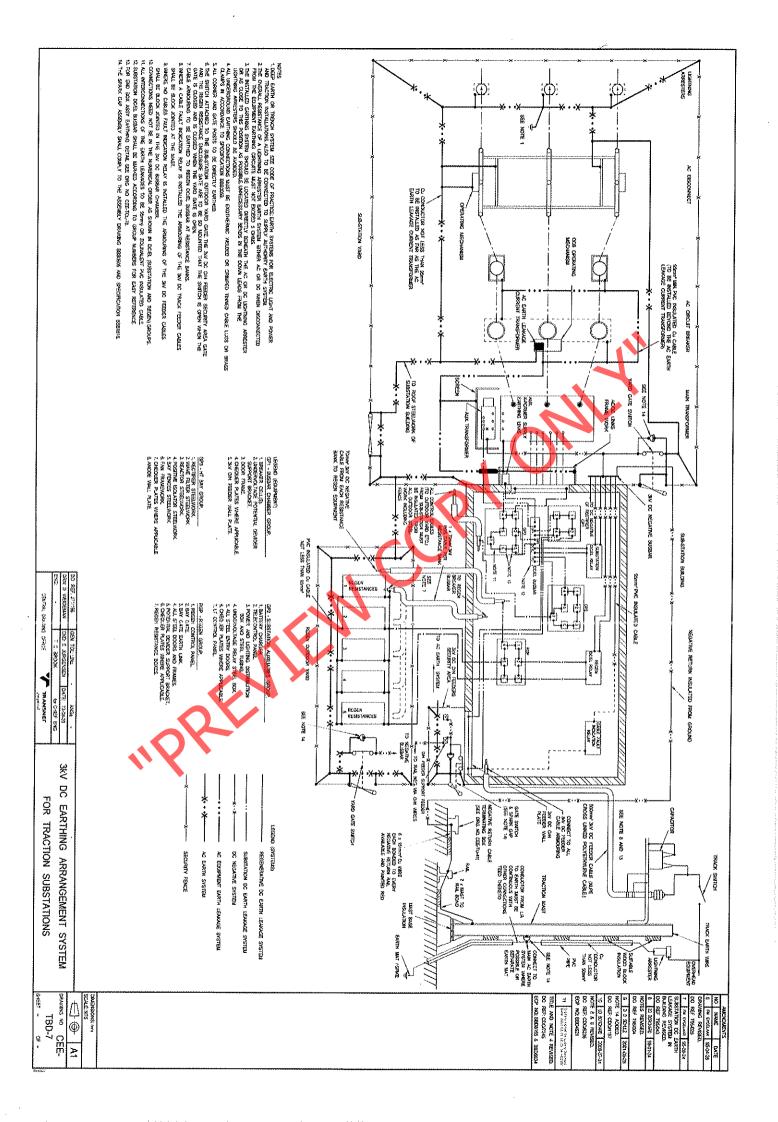


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**Circulation Restricted To:** 

Transnet Freight Rail – Chief Engineer Infrastructure

- Technology Management

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A Division of Transnet Limited Registration Number 1990/00900/06

# 1.0 SCOPE

This documents presents information and requirements for metal oxide surge arresters of the station class to be installed at Transnet Freight Rail's traction substations and distribution substations.

## 2.0 INFORMATION ON SYSTEM

- 2.1 Nominal frequency is 50 HZ.
- 2.2 Maximum duration of the earth fault is less than 1 second (Solidly earthed).
- 2.3 Short-circuit current of the system at the arrester location is lower than 10 kA.
- 2.4 Transnet Freight Rail's traction substations and power distributions systems are considered to be effectively earthed.
- 2.5 An earth fault factor equal to 0.8x√ 3 for solidly earthed neutral systems was used to calculate the ratings of the surge arresters which will be suitable for the different nominal r.m.s voltage systems supplying Transnet Freight Rail's traction substations and distributions substations.

#### 3.0 STANDARDS

- 3.1 Unless otherwise specified all materials and equipment supplied shall comply with the current edition of the relevant SANS or Transnet Freight Rail's publication where applicable.
- 3.2 The following publications are referred to in'this specification:

#### 3.2.1 SOUTH AFRICAN NATIONAL STANDARDS

SANS 1019:

Standard voltages, currents and insulating levels for electrical supply.

# 4.0 INFORMATION ON SERVICE CONDITIONS

### 4.1 NORMAL CONDITIONS

See conditions in clause 4.4.1 SANS 60099-4

### 4.2 ABNORMAL CONDITIONS

The surge arrester shall be designed for the following ambient conditions:

Altitude:

0 to 1800m above sea level

Ambient temperature:

minus10 °C to plus 45 °C

10% to 90%.

Heavy polluted environment: salt laden, industrial and locomotive fumes, and severe dust conditions.

# 5.0 INSULATION LEVELS

Relative humidity

Atmosphere:

# INSULATION LEVELS

For the medium and high voltage nominal r.m.s voltage systems on Transnet Freight Rall the recommended Insulation levels is tabled in table 1 below.

| Highest phase-to-<br>phase r.m.s voltage<br>for equipment. (Um) | Nominal system<br>r.m.s. voltage. ( <sub>Un</sub> ) | Rated lightning<br>impulse withstand<br>voltage peak. | Rated short duration<br>power- frequency<br>withstand r.m.s voltage |  |  |
|---|---|---|---|--|--|
| 7,2 kV  | 6,6 kV  | 75 kV   | 22 kV   |  |  |
| 12 kV   | 11 kV   | 95 kV   | 28 KV   |  |  |
| 24 KV   | 22 kV   | 150kV   | 50 kV   |  |  |
| 36 kV   | 33 kV   | 200 kV  | 70 kV<br>95 kV  |  |  |
| 52 kV   | 44 kV   | 250 kV  |   |  |  |
| 72,5 kV   | 66 kV   | 350 kV  | 140 kV  |  |  |
| 100 kV  | 88kV  | 380 kV<br>450 kV                                      | 150 KV<br>185 KV  |  |  |
| 145 kV  | 132 KV  | 550 KV<br>650 KV                                      | 230 kV<br>275 kV  |  |  |
| 245 kV  | 220 KV  | 850 kV<br>950 kV                                      | 360 kV<br>395 kV  |  |  |

Insulation levels for highest voltage for equipment  $U_m < 100$  kV are based on an earth fault factor equal to  $\sqrt{3}$  and for  $U_m > 100$  kV an earth fault factor equal to  $0.8\sqrt{3}$ . Where more than one insulation level is given per voltage system, the higher level is appropriate for equipment where the earth fault factor is greater than 1.4.

TABLE 1: Standard Voltages and insulation levels in accordance with SANS 1019:2008 [1]

# 6.0. INFORMATION ON THE ARRESTER DUTY

1

- 6.1 Selection of surge arresters for the traction substations and distribution substations shall be in accordance with tables No's 2 and shall not compromise the recommended impulse levels as shown in table No 1
- 6.2 The arrester will be connected between phase and earth.
  - The equipment, which will be protected, is:

6.3

- Transformer directly connected to line via overhead conductors.
- Rectifier units (Diodes, Capacitors, etc.).

# 7.0 SCHEDULE OF SURGE ARRESTER RATINGS FOR EFFECTIVELY EARTHED SYSTEMS.

Table 2 shown below is representative of the parameters of surge arresters employed for protection. Minor deviations from the table are permissible but information concerning these deviations must be supplied to Technology Management for acceptance.

|  |         |         |         | TAB      | LE 2    |        |        |        |        |
|--|---------|---------|---------|----------|---------|--------|--------|--------|--------|
| Nominal system<br>r.m.s. voltage   | 6,6 kV  | 11kV    | 22 kV   | 33 kV    | 44 kV   | 66 kV  | 88 kV  | 132 kV | 220 kV |
| Rated voltage of surge arrester. Ur  | 6,0 kV  | 12 kV   | 21kV    | 36 kV    | 42 k∨   | 60 kV  | 84 kV  | 120 kV | 198 kV |
| Continuous operating<br>voltage of surge<br>arrester Uc  | 4,8 kV  | 9.6 kV  | 16.8 kV | 28.8 kV  | 33.6 kV | 48 kV  | 67 kV  | 96 kV  | 158 kV |
| Nominal discharge<br>current (8/20 μ s)  | 10 kA   | 10 kA   | 10 kA   | 10 kA    | 10 kA   | 10 kA  | 10 kA  | 10 kA  | 10 kA  |
| High current (4/10µs)  | 100 ƙA  | 100 kA  | 100 kA  | 100 kA   | 100 kA  | 100 kA | 100 kA | 100 kA | 100 kA |
| Line discharge class   | 2       | 2       | 2       | 2        | 2       | 2      | 2      | 2      | 3      |
| Pressure relief capability (0.2s)  | 40 kA   | 40 kA   | 40 kA   | 40 kA    | 40 kA   | 40 kA  | 40kA   | 40 kA  | 63kA   |
| Temporary<br>overvoltage (TOV)<br>prestressed acc to<br>IEC 99-4 for duration<br>of 1 second   | 6,9 kV  | 13.8 kV | 24.1kV  | 41.4k∨   | 48.3kV  | 69kV   | 96kV   | 138kV  | 228 kV |
| Temporary<br>overvoltage (TOV)<br>prestressed acc to<br>IEC 99-4 for duration<br>of 10 seconds | 6,5 kV  | 13.0 kV | 22.8 kV | 39.2 kV  | 45.7 kV | 65 kV  | 91kV   | 130 kV | 214kV  |
| Residual voltage at steep current impulse (1/2 µ s) 10kA                                       | 17,6 kV | 35.1KV  | 61.4 kV | 105.3 kV | 123 kV  | 176 kV | 246 kV | 351kV  | 518 kV |
| Residual voltage at<br>lightning current<br>impulse (8/20 µ s)<br>10kA                         | 16 KV   | 31.9 kV | 55.9 kV | 95.8 kV  | 111.8kV | 160 kV | 223 kV | 319 kV | 475 k∨ |
| Residual voltage at<br>switching current<br>impulse (30/70 µ<br>s)500A                         | 12,9 kV | 25.8 kV | 45.2 kV | 77.5 kV  | 90.8 kV | 129 kV | 181 kV | 258 kV | 392 kV |

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For the 25 kV and 50kV single phase ac traction systems the ac high voltage circuit breakers shall be designed to the following nominal system phase to phase r.m.s voltages and withstand insulation levels:

- For the 25 kV (phase to earth) ac traction systems the ac high voltage circuit breakers current transformer shall be rated for a nominal system phase to phase r.m.s voltage of at least 44 kV and designed to withstand the required insulation level for that nominal system voltage.
- For the 50 kV (phase to earth) ac traction systems the ac high voltage circuit breakers shall be rated for a nominal system phase to phase r.m.s voltage of at least 88 kV and designed to withstand the required insulation level for that nominal system voltage.

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#### 8.0 REQUIREMENTS

- 8.1 The manufacturer shall provide a routine test report for each arrester in accordance to SANS 60099-4 clause 8.1 a, b and c.
- 8.2 To verify the seal integrity the manufacturer shall indicate the leakage rate of the arrester (SANS 60094-4 clause 8.1.d) and what type of leakage test method has been used. The Integrated Helium Mass Spectrometer or the Membrane method is the preferred method.
- 8.3 The tenderer shall provide the information as per SANS 60099-4, Annexure G, Clause G2.
- 8.4 Nameplate data in accordance with clause 3.1 of SANS 60099-4 shall be fitted to each arrester.
- 8.5 If a polymer type of arrester is presented it is preferred that the housing will consist of Fibrereinforced Resin tube with a non-tracking Silicon shed which is UV protected.
- 8.6 The sealing test is only required for arresters with enclosed gas volumes and separate sealing systems.

# 9.0 BIBLIOGRAPHY

[1] SANS 1019: 2008. Edition 2.5

END

BBB0845 Version 4
APPENDIX 1

# SCHEDULE OF REQUIREMENTS

RAOM

# SURGE ARRESTER FOR SUBSTATIONS

1.0 Arresters required for substation:

2.0 Quantity required:

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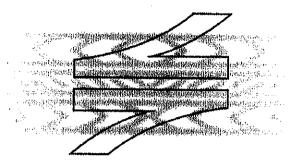
3.0 Nominal system voltage:

4.0. Surge arresters to be fitted with insulation bases: yes / no.

5.0. Surge counters required for the surge arresters yes / no

A Division of Transnet Limited Registration Number 1990/00900/06

CEE 045 of 2002/1



SPOORNET A division of Transnet limited

# TECHNICAL RAILWAY ENGINEERING SPECIFICATION

# PAINTING OF STEEL COMPONENTS OF ELECTRICAL EQUIPMENT

Author: Senior Technologist Railway Engineering

Approved: S

Senior Engineer Railway Engineering

Authorised: Principal Engineer Locomotive Environment H.A.Slier

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L.O.Borchard

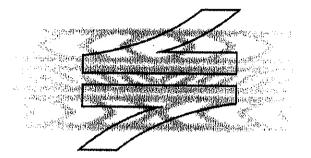
W.A.Coetzee

Date: 27 February 2002

Circulation restricted to: Technical: Maintenance (Infrastructure) Technical: Maintenance

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CEE 045 of 2002/1



SPOORNET A division of Transnet limited

# TECHNICAL RAILWAY ENGINEERING SPECIFICATION

# PAINTING OF STEEL COMPONENTS OF ELECTRICAL EQUIPMENT

Circulation restricted to: Technical: Maintenance (Infrastructure) Technical: Maintenance

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| <b>"</b>                                      | •   |                            |

# 1.0 SCOPE

This specification covers the surface preparation, paint systems and painting of steel components of electrical equipment.

# 2.0 REFERENCES AND GLOSSARY

The following standards and specifications are referred to herein:

- 2.1 South African Bureau of Standards: -
  - SABS 064 : Code of Practice for the Preparation of Steel Surfaces for Coating. SABS 1091 : National Colour Standards for Paint.

ONLY

2.2 Trade names :

OptiDegreaser OptiPrime<sup>Aqua</sup>

Noxyde

- 2.3 Classification of level of surface degradation:
  - RE1 0.05% of surface rusted
  - RE2 0.5% of surface rusted
  - RE3 1.0% of surface rusted
  - RE4 3.0% of surface rusted
  - RE5 8.0% of surface rusted

# 3.0 METHOD OF TENDERING

3.1 Tenderers shall indicate clause by clause compliance or non-compliance with the specification. This shall take the form of a separate document listing all the specification clause numbers indicating the individual statement of compliance or non-compliance. Tenderers to elaborate on their response to a clause can use this document.

# 4.0 SURFACE PREPARATION

# 4.1 NON-GALVANISED STEELWORK

# 4.1.1 New Steelwork

| SURFACE PREPARATION   | PRODUCT REQUIREMENTS & APPLICATION                            |
|---|---|
| (Read: NOTES and SPECIAL INSTRUCTIONS)  | (See Variations for Specific Environmental Conditions)        |
| <ul> <li>Sandblast to a standard of Sa2 to remove mill scale and/or<br/>flash rust</li> <li>Remove dust with <u>clean</u> compressed air (Check air for oil<br/>contamination)</li> </ul> | > Apply one thick coat of Noxyde to the entire structure with |

# 4.1.2 Previously Coated Steelwork

# 4.1.2.1 COATING START FAILING TO A LEVEL OF RE 2

| <ul> <li>Test for adhesion (refer to supplier)</li> <li>Degrease thoroughly with OptiDegreaser</li> </ul>        | Apply a stripe coat to edges, bolts, nuts and rivets and fill<br>crevices. |
|--|--|
| <ul> <li>Hydro Blast complete substrate using a rotating nozzle and<br/>minimum 250 bar at the nozzle</li> </ul> |  |

# 4.1.2.2 COATING FAILURE AND RUSTING TO A LEVEL OF RE 4

| AAA | Remove all visible traces of rust by mechanical means ST2<br>(ohip/grind/sand) OR shotblasting /spotblasting)<br>Degrease thoroughly with OptiDegreaser<br>Hydro Blast complete substrate using a rotating nozzle and<br>minimum 250 bar at the nozzle. | ~ | Apply a thick coat of Noxyde to the de-rusted areas, edges,<br>bolts, nuts and rivets and fill crevices<br>Apply one coat of Noxyde at a consumption rate of<br>minimum 400g/m <sup>2</sup> to the entire substrate using a contrasting<br>color. |
|-----|---|---|---|
| 4.1 | 1.2.3 BITUMEN COATED  |   |   |
| 8   | Remove all visible rust and loosely adhering bitumen<br>coating by means of chipping and scraping (ST2)   | ۶ | Apply a thick coat of Noxyde to the de-rusted areas, edges,<br>bolts, nuts and rivets and fill crevices   |
| * * | Degrease thoroughly with OptiDegreaser<br>Hydro Blast complete substrate using a rotating nozzle and<br>minimum 250 bar at the nozzle.  | × | Apply two coats of Noxyde at a consumption rate of minimum 400g/m <sup>2</sup> per coat to the complete substrate using contrasting colors  |

# 4.1.2.4 BADLY RUSTED STEEL WITH PITTING & CRUST FORMATION TO RE 5

- 1.Degrease thoroughly with OptiDegreaser
   2.Hydro Blast complete substrate using a spinner tip and blast minimum 250 bar at the nozzle
- Shotblast/sandblast complete substrate giving particular attention to bolts nuts rivets and crevices. Sa2
- > 4.Dedust

Apply a first thick coat of Noxyde to the entire substrate Apply a stripe coat to edges, bolts, nuts and rivets and fill crevices using a contrasting color

Apply a final coat of Noxyde at a consumption rate of minimum 400g/m<sup>2</sup>

# 4.2 GALVANISED STEELWORK

# 4.2.1 NEW AND WEATHERED GALVANISING WITH A SMOOTH GLOSSY FINISH

| <ul> <li>Degrease thoroughly with OptiDegreaser</li> <li>Rinse down with coplous quantities of potabl water</li> </ul> | <ul> <li>Apply one thin coat of OptiPrime<sup>Aque</sup> (100 micron wet/35 micron dry)</li> <li>Apply a stripe coat of Noxyde to edges, bolts, nuts and rivets and ficrevices</li> <li>Apply two coats of Noxyde at a consumption rate of minimur 400g/m<sup>2</sup> per coat to the complete substrate using contrasting colors</li> </ul> |
|--|--|
|--|--|

# 4.2.2 WEATHERED GALVANISING

# 4.2.2.1 White rust (zinc oxide)

| 8 | Degrease thoroughly using OptiDegreaser   |      | Apply one thin coat Noxyde   |
|---|---|------|--|
|   | ensure that all traces of "white rust" are removed<br>Rinse down with copious quantities of potable |      | Apply a stripe coat of Noxyde to edges, bolts, nuts and rivets and fill<br>grevices  |
|   | water   | ×    | Apply a final coat of Noxyde at a consumption rate of minimum 400g/m <sup>2</sup> per coat to the complete substrate using a contrasting color |
|   |   | ۲. I | 1  |

# 4.2.2.2 Combination of red rust (iron oxide) and white rust (zinc oxide)

| A<br>A | Remove all traces of red rust  | ł | Apply a thick coat of Noxyde to the de-rusted areas, edges, bolts,   |
|--------|--|---|--|
|        | Degrease thoroughly using OptiDegreaser<br>ensure that all traces of "white rust" are removed<br>Rinse down with copious quantities of potable | ≻ | nute and rivets and fill crevices<br>Apply a final coat of Noxyde at a consumption rate of minimum<br>400g/m <sup>2</sup> per coat to the complete substrate using a contrasting color |
|        | water  |   | Houghing bei coar to the complete substitute being a contrasting color   |

| 1 Sand or Grit-blasting  | 2              | Degreasing:   | 3        | Hydro-blasting:   |
|--|----------------|---|----------|---|
| <ul> <li>Always use clean, non-recycled grit</li> <li>Always use fine or extra fine grit</li> <li>Always use oil free air</li> <li>Always use a moisture trap</li> <li>Dedust</li> </ul> | a)<br>b)<br>c) | Use only OptiDegreaser<br>Dilute according to instructions – see<br>data sheet<br>Always follow up with hydro-blasting<br>to remove all chemical residues | a)<br>b) | Always use clean potable water<br>Use a rotating nozzle and ensure a<br>pressure of minimum 250 bar at the<br>nozzle<br>Remove ALL traces of dirt and any<br>form of salt contamination and<br>residues of the degreasing agent<br>Concentrate in crevices and othe<br>similar "collection" areas |

# 5. PRODUCT APPLICATION

# 5.1 METHOD OF APPLICATION

| OptiPrims <sup>Aqua</sup>  | Noxyde   |
|--|--|
| <ul> <li>Temperature-Min 5 °C</li> <li>Relative humidity-Max 80% R.H.</li> <li>&gt; Apply by brush, lacquer roller or siriess spray using a no. 11 nozzie</li> <li>&gt; Apply one thin coat only - 100 micron wet = 35 micron dry (DFT)</li> <li>&gt; Small parts can be dipped - dilute with 10% water for dipping</li> </ul> | For alriess spray applications refer to "Tips for airless<br>spraying of Noxyde" |

# **5.2DRYING TIME AND OVERCOAT PERIODS**

| <ul> <li>Do not overcoat within 12 hours</li> <li>Wash down with clean potable water (100 bar) before<br/>over coating to remove dust or any other form of<br/>intermediate contamination</li> </ul> | <ul> <li>hours (in humid shaded conditions)</li> <li>Overcoat as soon as possible to avoid contamination of previous coat</li> <li>Wash down with clean potable water (100 - 150 bar) before over coating if danger of contamination exists or if</li> </ul> |
|--|--|
|  | left more than 4 hours before over coating   |

6.1.1 Paint application:

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

- 6.1.1.2 The practical spreading rate of the primer and paint is a function of the ambient temperature, wind velocity and the application technique, but will generally fall in the range of 400g/m<sup>2</sup> in low to mild corrosive areas, and 500g/m<sup>2</sup> in severely corrosive areas.
- 6.1.1.3 Once the applied coat of primer/paint is touch dry, the next coat of paint may be applied.
- 6.1.1.4 If painted steelwork is to be bolted onto structures, it is imperative that the paint has been allowed to hard dry before the steelwork is bolted onto structures. This is to prevent the soft paint being damaged when tightening the bolts securing the steelwork to the structures.
- 6.2 Powder Coating System.

The powder-coating process shall be in accordance with SABS 1274 type 4: Corrosionresistant coatings for interior use and using the thermosetting type high gloss coatings.

# 7.0 COATINGS AND WORKMANSHIP

- 7.1 All specified coatings shall be applied according to the relevant specification and the manufacturer's instructions shall be followed.
- 7.2 Coatings shall not be applied under conditions that may be detrimental to the effectiveness of the coating or the appearance of the painted surface.
- 7.3 When examined visually, the finished products shall have a uniform appearance and shall show no sign of damage. Damaged areas shall be repaired coat for coat to obtain the desired finish.

TENDERER'S SIGNATURE.....

DATE.....



MAP TO DROVERIVIER FROM NI - CAPE TOWN

TRANSNEL



Appendix (ii)

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET [April 2013]

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# **1** INTRODUCTION

When an Agreement is entered into between Transnet SOC Ltd [**Transnet**] and the appointed supplier of Services to Transnet [**the Service Provider**], these Standard Terms and Conditions of Contract, the technical specifications for the Services, a Work Order including such special conditions as may be applicable, and any terms in the associated Bid Documents, exclusively govern the provision of Services by the Service Provider to Transnet.

# 2 DEFINITIONS

Where the following words or phrases are used in the Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 2.1 AFSA means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means the Agreement and its associated schedules and/or annexures and/or appendices, including the Work Order(s), specifications for the Services and such special conditions as shall apply to the Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed in writing between the Parties], which collectively and exclusively govern the provision of Services by the Service Provider to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under the Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to the Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means [•], notwithstanding the signature date of the Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
  - a) information relating to methods of operation, data and plans of the disclosing Party;
  - b) the contents of the Agreement;
  - c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
  - any information disclosed by either Party and which is clearly marked as being confidential or secret;
  - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;

- f) information relating to the past, present and future research and development of the disclosing Party;
- g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- h) information contained in the software and associated material and documentation belonging to the disclosing Party;
- technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
- j) Copyright works;
- k) commercial, financial and marketing information;
- data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
- m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
- n) information concerning faults or defects in goods, equipment, hardware or software or the incidence of such faults or defects; and
- o) information concerning the charges, Fees and / or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;
- 2.7 Copyright means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;
- 2.8 **Default** means any breach of the obligations of either Party [including but not limited to fundamental breach or breach of a fundamental term] or any Default, act, omission, negligence or statement of either Party, its employees, agents or Subcontractors in connection with or in relation to the subject of the Agreement and in respect of which such Party is liable to the other;
- 2.9 **Deliverable(s)** means any and all works of authorship, products and materials developed, written, prepared, assembled, integrated, modified or provided by the Service Provider in relation to the Services;
- 2.10 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.11 **Fee(s)** shall mean the agreed Fees for the Services to be purchased from the Service Provider by Transnet, as detailed in the Work Order(s), issued in accordance with the Agreement, as amended by mutual agreement between the Parties and in accordance with the provisions of the Agreement from time to time;

**M** 

2.12 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to the Agreement;

- 2.13 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.14 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.15 Materials means the Deliverables, the Service Provider Materials and the Third Party Materials;
- 2.16 **Parties** mean the Parties to the Agreement together with their subsidiaries, divisions, business units, successors-in-title and their assigns;
- 2.17 **Party** means either one of these Parties;
- 2.18 Patents mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.19 Permitted Purpose means any activity or process to be undertaken or supervised by Personnel or employees of one Party during the term of the Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.20 **Personnel** means any partner, employee, agent, consultant, independent associate or supplier, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.21 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the provision of Services;
- 2.22 **Service(s)** means [•], the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of the Agreement;
- 2.23 Service Level Agreement or SLA means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider;
- 2.24 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;
- 2.25 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;
- 2.26 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of the Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;
- 2.27 **Tax Invoice** means the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;

- 2.28 **Third Party Material** means software, software development tools, methodologies, ideas, methods, processes, concepts and techniques owned by, or licensed to a third party and used by the Service Provider in the performance of the Services;
- 2.29 **Trade Marks** mean registered Trade Marks and trade mark applications and includes any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.30 **VAT** means Value-Added Tax chargeable in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time; and
- 2.31 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including timeframes, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to the Agreement from time to time.

# **3** INTERPRETATION

- 3.1 Clause headings in the Agreement are included for ease of reference only and do not form part of the Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word, acronym or phrase used in the Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in the Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and vice versa.
- 3.4 A reference to natural persons incorporates a reference to legal persons and vice versa.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

# 4 NATURE AND SCOPE

- 4.1 The Agreement is an agreement under the terms and conditions of which the Service Provider will arrange for the provision to Transnet of the Services which meet the requirements of Transnet, the delivery of which Services is controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider, in accordance with the Agreement.
- 7.2 Such Purchase Orders shall be agreed between the Parties from time to time, subject to the terms of the relevant Work Order(s).
- 4.3 Each properly executed Purchase Order forms an inseparable part of the Agreement as if it were fully incorporated into the body of the Agreement.
- 4.4 During the period of the Agreement, both Parties can make written suggestions for amendments to the Work Order(s), in accordance with procedures set out in clause 28 *[Amendment and Change Control]* below. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Work Order(s) conflicts with a like term, provision or condition in the Agreement and/or a Purchase Order, or where the Agreement is silent on the matter, the term, provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.

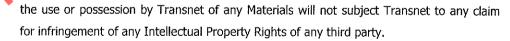
4.6 Time will be of the essence and the Service Provider will perform its obligations under the Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

# 5 AUTHORITY OF PARTIES

- 5.1 Nothing in the Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to enter into an agreement in the name of the other; or give any warranty, representation or undertaking on the other's behalf; or create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

### 6 WARRANTIES

- 6.1 The Service Provider warrants to Transnet that:
  - a) it has full capacity and authority to enter into and to perform the Agreement and that the Agreement is executed by a duly authorised representatives of the Service Provider;
  - b) it will discharge its obligations under the Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
  - c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
  - d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and



- 6.2 The Service Provider warrants that it will perform its obligations under the Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 6.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.
- 6.3 The Service Provider warrants that for a period of 90 [ninety] days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] days of notification by

Transnet. In the event that the Service Provider fails or is unable to remedy such nonconformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.

- 6.4 The Service Provider will remedy any defect within 30 [thirty] days of being notified of that defect by Transnet in writing.
- 6.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.
- 6.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 6.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 28 [Amendment and Change Control].
- 6.7 The Service Provider warrants that:
  - a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and
  - b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.

The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.

6.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with the Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and reenactments thereof and any regulations made pursuant thereto.

The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under the Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.

6.10 In compliance with the National Railway Safety Regulator Act, 16 of 2002, the Service Provider shall ensure that the Services, to be supplied to Transnet under the terms and conditions of the Agreement, comply fully with the specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Service Provider [as applicable] shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of the Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

# 7 TRANSNET'S OBLIGATIONS

- 7.1 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Services as may be necessary for the Service Provider to perform the Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under the Agreement.
- 7.2 The Service Provider shall give Transnet reasonable notice of any information it requires in accordance with clause 7.1 above.
- 7.3 Subject to clause 13 *[Service Provider's Personnel]*, Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under the Agreement.

# 8 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 8.1 The Service Provider shall:
  - a) respond promptly to all complaints and enquiries from Transnet
  - b) inform Transnet immediately of any dispute or complaint arising in relation to the provision of the Services;
  - c) conduct its business in a professional manner that will reflect positively upon the Service Provider and the Service Provider's Services;
  - keep full records clearly indicating all transactions concluded by the Service Provider relating to the performance of the Services and keep such records for at least 5 [five] years from the date of each such transaction;
  - e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Services and the conduct of the business and activities of the Service Provider;
  - f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993;
    - comply with all applicable environmental legislation and regulations, and demonstrate sound environmental policies, management and performance; and
  - h) ensure the validity of all renewable certifications, including but not limited to its Tax Clearance Certificate and B-BBEE Verification Certificate, for the duration of the Agreement. Should the Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.
- 8.2 The Service Provider acknowledges and agrees that it shall at all times:
  - a) render the Services and perform all its duties with honesty and integrity;
  - b) communicate openly and honestly with Transnet and demonstrate a commitment to performing the Services timeously, efficiently and to the required standards;

- endeavour to provide the highest possible standards of service and professionalism, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Personnel, as well as all Transnet's officers, employees, agents and consultants, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination [as further referred to in clause 22 *Equality and Diversity*];
- g) treat all enquiries from Transnet in connection with the Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
- when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image; and
- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the provision of Services.

# 9 FEES AND EXPENSES

In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.

- 9.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].
- 9.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
  - a) are agreed by Transnet in advance;
  - b) are incurred in accordance with Transnet's standard travel and expenses policies;
  - c) are passed on to Transnet at cost with no administration fee; and
  - d) will only be reimbursed if supported by relevant receipts.

9.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

### 10 INVOICING AND PAYMENT

- 10.1 Transnet shall pay the Service Provider the amounts stipulated in the relevant schedule or Work Order, subject to the terms and conditions of the Agreement.
- 10.2 Transnet shall pay such amounts to the Service Provider, upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation as specified in the Work Order appended hereto, once the valid and undisputed Tax Invoices, or such portion of the Tax Invoices which are valid and undisputed become due and payable to the Service Provider for the provision of the Services, in terms of clause 10.4 below.
- 10.3 All Fees and other sums payable under the Agreement are exclusive of VAT, which will be payable at the applicable rate.
- 10.4 Unless otherwise provided for in the Work Order(s) appended to the Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] days after date of receipt by Transnet of the statement together with all valid and undisputed Tax Invoices and supporting documentation.
- 10.5 Where the payment of any Tax Invoice, or any part thereof which is not in dispute, is not made in accordance with this clause 10, the Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.

## 11 FEE ADJUSTMENTS

- 11.1 Fees for Services rendered in terms of the Agreement shall be subject to review as indicated in the Work Order(s) annexed hereto from time to time.
- 11.2 No less than 2 [two] months prior to any proposed Fee adjustment, the Parties shall commence negotiations for Fees for the next period or as otherwise indicated and appended hereto.

11.3 Should Transnet and the Service Provider fail to reach an agreement on Fees for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 25 of this Master Agreement [Dispute Resolution].

#### 12 INTELLECTUAL PROPERTY RIGHTS

#### 12.1 Title to Confidential Information

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt, all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.
- b) Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose.
   This license shall not permit the Service Provider to sub-license to other parties.

- c) The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.

#### 12.2 Title to Intellectual Property

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in Transnet and the Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of the Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.

No consideration shall be paid by Transnet to the Service Provider for the assignment of any Foreground Intellectual Property from the Service Provider to Transnet, over and above the sums payable in terms of the Agreement. The Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.

e) Subject to anything contrary contained in the Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably be withheld or delayed], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

#### 12.3 Title to Improvements

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The

Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

# 12.4 Unauthorised Use of Confidential Information

The Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

# 12.5 Unauthorised Use of Intellectual Property

- a) The Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- c) The Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

# 13 SERVICE PROVIDER'S PERSONNEL

13.1

The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.

- 13.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 13.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.

- 13.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under the Agreement.
- 13.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

### 14 LIMITATION OF LIABILITY

- 14.1 Neither Party excludes or limits liability to the other Party for:
  - a) death or personal injury due to negligence; or
  - b) fraud.
- 14.2 The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with the Agreement. The Service Provider's liability arising out of this clause 14.2 shall be limited to a maximum amount payable in respect of any one occurrence or a series of related occurrences in a single calendar year, such amount to be agreed in writing by the Parties.
- 14.3 Subject always to clauses 14.1 and 14.2 above, the liability of either the Service Provider or Transnet under or in connection with the Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.
- 14.4 Subject to clause 14.1 above, and except as provided in clauses 14.2 and 14.3 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 14.5 If for any reason the exclusion of liability in clause 14.4 above is void or unenforceable, either Party's total liability for all loss or damage under the Agreement shall be as provided in clause 14.3 above.
- 14.6 Nothing in this clause 14 shall be taken as limiting the liability of the Service Provider in respect of clause 12 *[Intellectual Property Rights]* or clause 16 *[Confidentiality]*.

# 15 INSURANCES

- 15.1 Without limiting the liability of the Service Provider under the Agreement, the Service Provider shall take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.
- 15.2 The Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] days after date of policy renewals.
- 15.3 Subject to clause 15.4 below, if the Service Provider fails to effect adequate insurance under this clause 15, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance. The Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Service Provider's liability.
- 15.4 In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 15.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Service Provider or Transnet may terminate the Agreement on giving the other Party not less than 30 [thirty] days prior written notice to that effect.

### **16 CONFIDENTIALITY**

- 16.1 The Parties hereby undertake the following, with regard to Confidential Information:
  - a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other, without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
  - b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information, disclosed to it as a result of the Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in the Agreement;
  - c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information, without the prior written consent of such other Party, except when reasonably necessary for the purpose of the Agreement, in which case such copies shall be regarded as Confidential Information;

- d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to the Agreement;
- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such Party in the performance of the Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to the Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in the Agreement as if such person or entity has signed the Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of the Agreement by the person or entity; and
  - each Party may by written notice to the other Party specify which of the Party's employees,
     officers or agents are required to sign a non-disclosure undertaking.
- 16.2 The duties and obligations with regard to Confidential Information in this clause 16 shall not apply where:
  - a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of the Agreement by that Party, or its Personnel; or
  - was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
  - c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or

- d) is independently developed by a Party as proven by its written records.
- 16.3 This clause 16 shall survive termination for any reason of the Agreement and shall remain in force and effect from the Commencement Date of the Agreement and 5 [five] years after the termination of the Agreement. Upon termination of the Agreement, all documentation furnished to the Service Provider by Transnet pursuant to the Agreement shall be returned to Transnet including, without limitation all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

# 17 TOTAL OR PARTIAL FAILURE TO PERFORM THE SCOPE OF SERVICES

Should the Service Provider fail or neglect to execute the work or to deliver any portion of the Service, as required by the terms of the Agreement or Work Order, Transnet may cancel the Agreement or Work Order in so far as it relates to the unexecuted work or rejected portion of the Service, and, in such event, the provision of any remaining commitment shall remain subject in all respects to these conditions.

#### 18 TERM AND TERMINATION

- 18.1 Notwithstanding the date of signature hereof, the Commencement Date if the Agreement is [•] and the duration shall be for a [•] [[•]] year period, expiring on [•], unless:
  - a) the Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
  - b) the Agreement is extended at Transnet's option for a further period to be agreed by the Parties.
- 18.2 Either Party may terminate the Agreement forthwith by notice in writing to the other Party where the other Party has committed a material Default and, where such Default is capable of remedy, has failed to remedy such Default within 30 [thirty] days of receiving notice specifying the Default and requiring its remedy.
- 18.3 Either Party may terminate the Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as may be amended from time to time], or if any action, application or proceeding is made with regard to it for:
  - a voluntary arrangement or composition or reconstruction of its debts;
  - b) its winding-up or dissolution;

a)

- c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or
- d) any similar action, application or proceeding in any jurisdiction to which it is subject.
- 18.4 Transnet may terminate the Agreement at any time within 2 [two] months of becoming aware of a change of control of the Service Provider by notice in writing to the Service Provider. For the purposes of this clause, "**control**" means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.
- 18.5 Transnet may cancel any schedule or Work Order hereto at any time on giving the Service Provider 30 [thirty] days' written notice.

18.6 Notwithstanding this clause 18, either Party may cancel the Agreement without cause by giving 30 [thirty] days prior written notice thereof to the other Party.

### **19 CONSEQUENCE OF TERMINATION**

- 19.1 Termination in accordance with clause 18 *[Term and Termination]* shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive the Agreement or impliedly do so shall remain in force and in effect.
- 19.2 On termination of the Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.
- 19.3 To the extent that any of the Deliverables and property referred to in clause 19.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 19.4 In the event that the Agreement is terminated by the Service Provider under clause 18.2 *[Term and Termination]*, or in the event that a Work Order is terminated by Transnet under clause 18.5 *[Term and Termination]*, Transnet will pay to the Service Provider all outstanding Fees [apportioned on a *pro rata* basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.
- 19.5 The provisions of clauses 1 [Definitions], 6 [Warranties], 12 [Intellectual Property Rights], 14 [Limitation of Liability], 16 [Confidentiality], 19 [Consequence of Termination], 25 [Dispute Resolution] and 29 [Governing Law] shall survive termination or expiry of the Agreement.
- 19.6 If either Party [the Defaulting Party] commits a material breach of the Agreement and fails to remedy such breach within 30 [thirty] Business Days of written notice thereof, the other Party [hereinafter the Aggrieved Party], shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 19.7 Should:
  - a) the Service Provider effect or attempt to effect a compromise or composition with its creditors; or
  - b) either Party be provisionally or finally liquidated or placed under judicial management, whether provisionally or finally; or
  - either Party cease or threaten to cease to carry on its normal line of business or default or threaten to default in the payment of its liabilities generally, or commit any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as may be amended from time to time];

then the other Party shall be entitled, but not obliged, to terminate the Agreement on written notice, in which event such termination shall be without any liability and without prejudice to any claims which either Party may have for damages against the other.

# 20 ASSIGNMENT

Neither Party may assign the benefit of the Agreement or any interest hereunder except with the prior written consent of the other. Further, in the event that Transnet wishes to assign or novate the Agreement to any third party, the Service Provider agrees that it shall not unreasonably withhold or delay its consent to such assignment or novation and that it shall only be entitled to recover from Transnet any reasonable legal costs incurred by it as a direct result of such assignment or novation.

# 21 FORCE MAJEURE

- 21.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under the Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the aforegoing, any period stipulated for any such performance shall be reasonably extended.
- 21.2 Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of the Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 [ninety] days of the act of *force majeure* first occurring, either Party may thereafter terminate the Agreement with immediate notice.

# 22 EQUALITY AND DIVERSITY

- 22.1 The Service Provider will not victimise, harass or discriminate against any employee of either Party to the Agreement or any applicant for employment with either Party to the Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
- 22.2 Both Parties to the Agreement undertake that they will not, and shall procure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

### 23 NON-WAIVER

- 23.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of the Agreement, shall not, in any manner, be construed to be a waiver of any of that Party's rights in that regard and in terms of the Agreement.
- 23.2 Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of the Agreement, or prejudice the right of that Party to institute subsequent action.

# 24 PARTIAL INVALIDITY

If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

# 25 DISPUTE RESOLUTION

- 25.1 Should any dispute of whatsoever nature arise between the Parties concerning the Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.
- 25.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.
- 25.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.
- 25.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 25.
- 25.5 This clause 25 is severable from the rest of the Agreement and shall remain in effect even if the Agreement is terminated for any reason.
- 25.6 This clause 25 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

# 26 ADDRESSES FOR NOTICES

- 26.1 The Parties to the Agreement select the physical addresses and facsimile numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of the Agreement, provided that either Party shall be entitled to substitute such other address or facsimile number, as may be, by written notice to the other:
  - a) **Transnet**

|               | (i)  | For legal notices:      | [•]                      |
|---------------|------|-------------------------|--------------------------|
| $\mathcal{O}$ |      |                         | Fax No. [•]              |
|               |      |                         | Attention: Legal Counsel |
|               | (ii) | For commercial matters: | [•]                      |
|               |      |                         | Fax No. [•]              |
|               |      |                         | Attention: [•]           |
| b)            | The  | Service Provider        |                          |
|               | (i)  | For legal notices:      | [•]                      |
|               |      |                         | Fax No. [•]              |
|               |      |                         | Attention: [•]           |
|               | (ii) | For commercial matters: | [•]                      |

#### Fax No. [•]

#### Attention: [•]

- 26.2 Any notice shall be addressed to a Party at its physical address or delivered by hand, or sent by facsimile.
- 26.3 Any notice shall be deemed to have been given:
  - a) if hand delivered, on the day of delivery; or
  - b) if posted by prepaid registered post, 10 [ten] days after the date of posting thereof; or
  - c) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day.

#### 27 WHOLE AND ONLY AGREEMENT

- 27.1 The Parties hereby confirm that the Agreement constitutes the whole and only agreement between them with regard to the subject matter of the Agreement.
- 27.2 The Parties hereby confirm that the Agreement replaces all other agreements which exist or may have existed in any form whatever between them, with regard to the subject matter dealt with in the Agreement, including any annexures, appendices, schedules or Work Order(s) appended hereto.

#### 28 AMENDMENT AND CHANGE CONTROL

- 28.1 Any requirement for an amendment or change to the Agreement or to a Work Order shall only be valid if it is in writing, signed by both Parties and added to the Agreement as an addendum hereto.
- 28.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 25 *[Dispute Resolution]*.

# 29 GOVERNING LAW

The Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

#### 29.1 Change of Law

In the Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or reenacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to the Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Fees, Deliverables, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 25 *[Dispute Resolution]* above.

# 30 COUNTERPARTS

The Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into the Agreement by signing any such counterpart.

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Appendix (i)

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#### 1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 Bid Document(s) shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 Services shall mean the services required by Transnet as specified in its Bid Document,
- 1.9 Service Provider shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 Transnet shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

#### 2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

#### 3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

#### 4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.

4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

#### 5 BID FEES

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

#### 6 VALIDITY PERIOD

- 6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the RFX.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

#### 7 SITE VISIT / BRIEFING SESSION

Respondents may be requested to attend (i) a site visit where it is considered necessary to view the site prior to the preparation of Bids, or (ii) an RFX briefing session when Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

### 8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

# 9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Secretary of the relevant Acquisition Council.

#### **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, could be disqualified.

Transnet General Bid Conditions – Services [April 2013]

#### **11 RETURNABLE DOCUMENTS**

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

#### 12 DEFAULTS BY RESPONDENTS

12.1 If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- a) enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- b) accept an order in terms of the Bid;
- c) furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- d) comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids alresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

- 12.2 If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as the **Service Provider**], or in the capacity of agent or subcontractor who has been associated with such Bid or contract:
  - a) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
  - b) has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
  - c) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
  - d) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department or towards any public body, company or person; or

has made any misleading or incorrect statement either

- (i) in the affidavit or certificate referred to in clause 18 [Notice to Unsuccessful Respondents]; or
- (ii) in any other document submitted as part of its Bid submission

and is unable to prove to the satisfaction of Transnet that

- it made the statement in good faith honestly believing it to be correct; and
- before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
- g) caused Transnet damage, or to incur costs in order to meet the Service Provider's requirements which could not be recovered from the Service Provider;
- h) has litigated against Transnet in bad faith;

- has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;
- has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;

then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause 12.3 below, be disqualified from bidding for any Transnet business through its "blacklisting" process.

- 12.3 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.
- 12.4 Any disqualification [**Blacklisting**] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different names of disqualified persons or enterprise or company [or associates thereof] and may also be applied to any agent or employee of the person or enterprise or company concerned.

#### 13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFX.

#### 14 PRICES SUBJECT TO CONFIRMATION

- 14.1 Prices which are quoted subject to confirmation will not be considered.
- 14.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

#### 15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

#### 16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter Into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.

- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].

#### 17 ACCEPTANCE OF BID

- 17.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 17.2 Transnet reserves the right to accept any Bid in whole or in part.
- 17.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

#### 18 NOTICE TO UNSUCCESSFUL RESPONDENTS

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

# 19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead.Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

#### 20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

Transnet General Bid Conditions – Services [April 2013]

#### 21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

#### 22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

#### 23 CONTRACTUAL SECURITIES

- 23.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 23.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 23.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 23.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] Days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.

23.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 23 will be for the account of the Service Provider.

#### 24 DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it does not wish to tender.

#### 25 VALUE-ADDED TAX

- 25.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 25.2 In respect of foreign Services rendered:
  - a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and

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b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

#### 26 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

#### 26.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the aforegoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 26.1a) above. Failure to comply with clause 26.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 23 above [Contractual Securities].

#### 26.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

#### 27 DELIVERY REQUIREMENTS

### 27.1 Period Contracts

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

#### 27.2 Progress Reports

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

#### 27.3 Emergency Demands as and when required

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of* 

*Services"* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

#### 28 SPECIFICATIONS AND COPYRIGHT

#### 28.1 Specifications

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

#### 28.2 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

#### 29 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

- 29.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- 29.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 29.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 29.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
  - a) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

- 29.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
  - a) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

#### 30 CONFLICT WITH BID DOCUMENT

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions only only only stated in the Bid Document shall prevail.





Transnet Freight Rail, a division of

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

# ONLY REQUEST FOR QUOTATION [RFQ] No BLE/52256

REFURBISHMENT OF AC TRANSFORMERS AT DROERIVIER AND LUTTIG.

**PERIOD:** 

**EEKS** 







# SCHEDULE OF DOCUMENTS

# Section

- 1. Notice to Bidders
- 2. Quotation Form
- 3. Standard Terms and Conditions for the Supply of Goods or Services to Transnet
- 4. General Bid Conditions (Services) Appendix (i)
- 5. Standard Terms and Conditions of Contract (Form ST&C Services) Appendix (ii)

y C

6. Supplier Declaration Form

# Annexures:

| CEE.0045.2002_1:    | Painting of steel Components of Electrical Equipment                     |
|---------------------|--|
| CEE.0183.2002:      | Hot dip galvanising and painting of electrical equipment                 |
| CEE.0229.95:        | Dry-out and regeneration of insulating oil and reclaiming and desludging |
|                     | of transformers  |
| CEE.TBD 0007:       | Earthing arrangements traction substations                               |
| BBB 0845 version 4: | Requirements for metal oxide surge arresters in accordance with SANS     |
|                     | 60099-4  |
| BBB 3620 version 5: | 3kv DC earthing arrangement of traction substations.                     |
| BBB 0938 version 9: | Drawing for the connection of high voltage surge arrester                |
|                     |  |

# Section 1 NOTICE TO BIDDERS

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

 Quotations are requested from selected persons, companies, close corporations or enterprises (hereinafter referred to as the "Respondent(s)") to supply the above-mentioned requirement(s) to TRANSNET.

On or after **24 May 2013** the RFQ documents may be inspected at, and are obtainable from the office Of Local Acquisition Council Room 631 6th Floor, Transnet Park Building, Robert Sobukwe Road

A non-refundable RFQ fee of R150, 00 (inclusive of VAT) is applicable per RFQ. Payment is to be made to Transnet Freight Rail, Standard Bank Account No. 203158598, Branch code 004805. The deposit slip must reflect as reference: RFQ BLE/52256 and your company name. Receipt / proof of payment to be presented prior to collection of RFQ/s (No proof of payment no RFQ).

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until

### 31 May 2013 at 14h00.

1.2 No RFQ documents will be sold after the deadline indicated above

2. A compulsory site briefing session will be conducted at Droenvier Sub-Station (take N1 from Cape Town and take off to Oudtshoorn - to the right just before Beaurfort West ), on the 04 June 2013, at 08h30 for a period of ± 1 hour. (Respondent to provide own transportation and Accommodation). Respondents failing to attend the compulsory site briefing session will be disqualified.

The site briefing session will start punctually at 08h30.

# NOTE: THERE WILL BE NO RFQ BRIEFING SESSION IF THERE ARE ANY ENQUIRIES PLEASE REFER THEM TO TAMARA DLAMINI ON 021 940 3831 OR <u>tamara.dlamini@transnet.net</u>

**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.

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

METHOD FOR DELIVERY INSTRUCTIONS:(a) post, (b) hand delivered and/or courierCLOSING 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.

THE SECRETARIAT Acquisition Council P O Box 2986 Bellville 7535

3.

- b) <u>If delivered by hand or by courier</u>, the envelope is to be deposited in the TRANSNET RFQ box and should be addressed as follows:
  - THE SECRETARIAT Acquisition Council Ground Floor Transnet Park Building Sobukwe Road Bellville

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

It should also be noted that the above RFQ 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.

# 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 Services.

- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated 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:

- 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 EMEST.

Transnet will accordingly allocate a maximum of **10 [ten] points** in accordance with the **90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating.

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 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:  | Tamara Dlamini              |
|--------|-----------------------------|
| Email: | Tamara.Dlamini@transnet.net |

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

Telephone 021 940 3831

Email <u>Tamara.Dlamini@trasnsnet.net</u>

# 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: \_

# 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-bid 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:

[if applicable].

- 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 Evaluation Criteria

Transnet will utilise the following criteria in choosing a Supplier/Service Provider, if so required:

- Administrative responsiveness Completeness of response and returnable documents
- 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 discounts<sup>1</sup> will be critical
  - B-BBEE status of company
- Preference will be given to local suppliers in the Saldanha area

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<br>of Contributor | Number of points<br>(90/10 system) |  |
|---------------------------------------|------------------------------------|--|
| 1                                     | 10                                 |  |
| 2                                     | 9                                  |  |
| 3                                     | 8                                  |  |
| 4                                     | 5                                  |  |
| 5                                     | 4                                  |  |
| 6                                     | 3                                  |  |
| 7                                     |                                    |  |
| 8                                     |                                    |  |
| Non-compliant<br>contributor          | 0                                  |  |

# 14 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ. This RFQ is valid until \_\_\_\_\_\_.

# 15 Banking Details

| BANK:                 |  |
|-----------------------|--|
| BRANCH NAME / CODE: _ |  |
| ACCOUNT HOLDER:       |  |
| ACCOUNT NUMBER:       |  |

# 16 Company Registration

| Registration number of company / C.C. |  |
|---------------------------------------|--|
| Registered name of company / C.C.     |  |

<sup>&</sup>lt;sup>1</sup> 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.

### 17 Disclosure of Prices Quoted

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

### **18 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 **mandatory 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 <u>all</u> these Documents are returned with their Quotations.

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

| Returnable Documents   | Submitted<br>[Yes or No] |
|--|--------------------------|
| SECTION 2 : Quotation Form   |                          |
| <ul> <li>Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-<br/>contractors must submit a separate Tax Clearance Certificate for each party]</li> </ul> |                          |
|  |                          |

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following <u>essential Returnable Documents</u> as detailed below.

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that <u>all</u> these documents are returned with their Quotations.

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

|    | Returnable Documents  | Submitted [Yes or No] |
|----|---|-----------------------|
| SE | CTION 1 : Notice to Bidders   |                       |
| -  | Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note:<br>failure to provide a valid B-BBEE Verification Certificate at the closing date<br>and time of the bid will result in an automatic score of zero being allocated<br>for B-BBEE scorecard |                       |
| -  | Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited<br>Verification Agency [RSA EMEs]   |                       |
|    | Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the bid will result in an automatic score of zero being  |                       |

| Returnable Documents  | Submitted<br>[Yes or No] |
|---|--------------------------|
| allocated for B-BBEE scorecard  |                          |
| - 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 3 : Standard Terms and Conditions of Contract for the Supply of<br>Services to Transnet   |                          |
| - SECTION 4 : General Bid conditions – Services (Appendix i)  |                          |
| <ul> <li>SECTION 5 : Standard Terms and conditions of contract – Services<br/>(Appendix ii)</li> </ul>  |                          |
| SECTION 6 : Supplier Declaration Form   |                          |
| - Original cancelled cheque or bank verification of banking details   |                          |
| - Certified copies of IDs of shareholder/directors/members [as applicable]  |                          |
| - Certified copy of Certificate of Incorporation [CM29/CM9 name change]   |                          |
| - Certified copy of share certificates [CK1/CK2 if C.C.]  |                          |
| - Entity's letterhead   |                          |
| - Certified copy of VAT Registration Certificate [RSA entities only]  |                          |
| - Certified copy of valid Company Registration Certificate [if applicable]  |                          |
| - A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures  |                          |
| - Letter of Good Standing from The Compensation Commissioner  |                          |
| ANNEXURES:  |                          |
| CEE.0045.2002_1: Painting of steel Components of Electrical Equipment   |                          |
| CEE.0183.2002: Hot dip galvanising and painting of electrical equipment   |                          |
| CEE.0229.95: Dry-out and regeneration of insulating oil and reclaiming  |                          |
| and desludging of transformers  |                          |
| CEE.TBD 0007: Earthing arrangements traction substations  |                          |
| BBB 0845 version 4: Requirements for metal oxide surge arresters in accordance with SANS 60099-4  |                          |
| BBB 3620 version 5: 3kv DC earthing arrangement of traction substations.  |                          |
| BBB 0938 version 9: Drawing for the connection of high voltage surge arrester   |                          |
|   |                          |

# **19 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 | Telephone number | Contact Perso |
|-----------------|-------------------------|------------------|---------------|
|                 | -                       |                  |               |
|                 |                         |                  |               |
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# 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.

# **SCOPE OF WORK**

# 1 SUFFICIENCY OF RFQ

- 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 Bidders 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, bidders shall state which standards of specifications apply.
- 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 contactor shall guarantee the installed lightning arresters against faulty workmanship for a period of twelve months from the date the lightning arresters 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 the acknowledgement of receipt of the notification of acceptance of tender with Transnet Freight Rail.
- 1.2.2 The contract will be completed within 6 weeks of 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 supplication
- 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 R1500 per calendar day shall be levied.

# 1.7 To be provided by the contractor

- 1.7.1 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.
- 1.7.2 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.

- 1.7.3 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.
- 1.7.4 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.
- 1.7.5 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.

# 1.8 Schedule of quantities and prices

- 1.8.1 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.
- 1.8.2 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.
- 1.8.3 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.
- 1.8.4 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.

# 1.9 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.

# 1.10 Site books

- 1.10.1 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.
- 1.10.2 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 3<sup>rd</sup> party shall be reported to the Project Manager immediately in writing.

- **1.10.3** 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.
- 1.10.4 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.
- 1.10.5 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.

# **1.11** Information to be provided with tender

- 1.11.1. 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.
- 1.11.2. The Schedule of Prices must be completed in full.
- 1.11.3. An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- 1.11.4. 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.

# 1.12 Damage to fauna and flora

- 1.13.1 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.
- 1.13.2 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.
- 1.13.3 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.
- 1.13.4 The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.
- 1.13.5 Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.
- 1.13.6 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.
- 1.13.7 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.

# 1.13 Damage to adjoining property

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

# 1.14 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.

### 1.15 Contractual obligation

- 1.15.1 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.
- 1.15.2 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
- 1.15.3 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.
- 1.15.4 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.
- 1.15.5 Calibration certificates less than 12 months old issued by a recognized authority for all the instruments to conduct tests on lightning arresters shall be made available for inspection, if requested by Transnet.
- 1.15.6 The Contractor shall repair any damage resulting from negligence of his or her staff to the substation equipment.
- 1.15.7 No sub-contractor shall be appointed without obtaining prior authority from the Project Manager.

#### 1.16 Safety requirements

- 1.16.1 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.
- 1.16.2 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.
- 1.16.3 Transnet shall during the contract have a Supervisor available on site for the necessary isolation of electrical equipment and issuing of work permits.
- 1.16.4 Substation permit condition shall be determined during site meeting and should be approximately 1-4 weeks.
- 1.16.5 All team members, visitors or casual workers are to be inducted if they do not have a current induction certificate valid for the site.
- 1.16.6 Ensure that safety performance expectations are clearly communicated regularly to the project team.

- 1.16.7 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.
- 1.16.8 The Contractor shall produce Health & Safety Plan for the team including all sub-contractors.
- 1.16.9 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
- 1.16.10 Workers must carry proof of training attended for execution of the works
- 1.16.11 The contractor shall carry out the risk assessment of the work site to identify hazards before work commences
- 1.16.12 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.

# 3. PROJECT SPECIFICATION

#### 2.1 Scope of work

This contract covers the refurbishment of AC transformers within Transnet Freight Rail Infrastructure at various DC traction substations namely: Doeriver and Luttig

# 2.2 Description of work

- 2.2.1 This contract covers the refurbishment of AC transformers within Transnet Freight Rail Infrastructure at various DC traction substations as follows:
  - Droeriver
  - Luttig
- 2.2.2 The Contractor shall remove the existing rust and chemically remove the paint from the fins.
- 2.2.3 The Contractor shall repair all holes and the surface areas damaged on the fins, and ensure that the fins are leak proof.
- 2.2.4 The contactor shall degrease, clean fins, and apply two coats of ZINGA paint before painting the fins according to specification CEE.0045.2002.

- 2.2.5 All exterior metal surfaces of the transformer, small steel parts, bolts and nuts and associated apparatus, subject to corrosion, shall be prepared for corrosion proofing by applying two coats of ZINGA paint and then be painted in accordance with the Transnet specification CEE.0045.90.
- 2.2.6 Contractor must make provision for the replacement of any small steel parts, bolts, and nuts if required. All the supplied material shall be stainless steel.
- 2.2.7 The conservator tank shall be painted white on the outside.
- 2.2.8 The Contractor shall repair all damage to the Main tank and the conservator tank.
- 2.2.9 The Contractor shall regasket, replace, repair or clean the following items on the main tank and the conservator tank to ensure that the transformer is leak proof:

ONIX

- Replace Top cover gasket.
- Install transformer Bushings
- Install Surge Arrestor
- Regasket Primary Bushings
- Regasket Primary Bushings
- Repair or Replace CT Connection Box
- Regasket Tap-Switch(Top mounted)
- Regasket Inspection Covers
- Repair or Replace Stop Cocks
- Repair or Replace Drain Cocks
- Repair or Replace Sampling Cocks
- Regasket Core Earth Insulator Bushing
- Repair damage to the fins, main tank and conservator tank
- Repair Radiator Drain Plugs
- Treat Oil Contaminated Ballast
- Treat Oil Contaminated Plinths
- Treat Rust(exterior transformer, conservator tank)
- Clean, Treat and Spray-Paint Conservator Tank
- Top-up Transformer With Oil
- Purify Oil

Testing Of Oil

- Remove, Store and Replace Oil
- Clean, Treat and Paint Transformer and Fins
- Replace Sight Glass
- Regasket Conservator Tank
- Rgasket Breather
- Regasket Buchholz Relay
- Regasket Pipe From Buchholz To The Main Tank
- 2.2.10 The Contractor shall Replace or clean sight glasses. The sight glasses shall have a 20<sup>o</sup>C marking in the conservator tank.
- 2.2.11 The work to be done on each transformer shall be unique and shall be decided during the site meeting.

- 2.2.12 The gasket must be Type 72 with the thickness of 10mm for the top gasket and oil fins, and 6mm for the rest of the attachment brackets.
- 2.2.13 All insulators and electrical components must be covered when spraying and or painting the equipment.
- 2.2.14 The contractor shall remove the oil from the main tank where necessary to perform the work. The oil shall be stored in PCB free storage containers. Contractor shall provide oil storage container, power plant and the filtering plant.
- 2.2.15 The Contractor shall refill the transformer with the stored oil and top up with the mineral insulating oil after the completion of work.
- 2.2.16 The Contractor shall clean oil spills on the transformer plinth and ballast.
- 2.2.17 The oil shall comply with the requirements specified in SABS 555 edition 4 of 2002.
- 2.2.18 The Contractor shall perform oil tests before the commencement of work and 24 hours after the completion of the works. The oil samples shall be taken from the top and bottom of the main tank of the transformer.
- 2.2.19 The Contractor shall filter the oil. The filtered oil shall comply with the requirements specified in SABS 555 edition 4 of 2002.
- 2.2.20 The Contractor shall re-tighten all newly installed gaskets after three months of completion of work.
- 2.2.21 The performance due by the Contractor shall include any work arising from or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

### Testing and analysis of transformer oil

- 2.2.22 The contractor shall test and sample the oil before and after the refurbishment in accordance with the specification SANS 555
- 2.2.23 The tenderer shall provide the following tests:
  - Moisture Content
  - Acid Content
  - Dielectric Strength Test
  - 🖌 Dissolved Gas Analysis

The contractor shall provide containers for sampling and labels for the information to be supplied with the sample. The labels must make provision for the following information: -

- District / Depot
- Location (of substation)
- Date of sample
- Sampled by: (name)
- Unit Duty (Traction/ Auxilliary Transformers)
- Unit Make
- Unit Serial Number
- Unit Voltage (kV)
- Unit Capacity (MVA)

- Sampling Point
- Gauge Temperature
- Contract Number
- 2.2.25 Transnet shall not accept samples unless all the information has been provided. Of special importance is the serial number and Temperature.
- 2.2.26 The contractor shall provide a hard copy of the results to the Manager and Supervisor.
- 2.2.27 The test shall be performed by fully accredited oil test laboratory of which proof of accreditation must be supplied to Supervisor
- 2.2.28 For each parameter tested, the contractor shall show proof that oil conforms to this specification as follows after refurbishment.

| PARAMETER         | ACCEPTABLE      |
|-------------------|-----------------|
|                   |                 |
| Electric Strength | > 30kV          |
| Acid              | < 0.50 mg KOH/g |
| Hydrogen          | < 150 ppm       |
| Methane           | < 25 ppm        |
| Carbon Monoxide   | < 500 ppm       |
| Carbon Dioxide    | < 10000 ppm     |
| Ethylene          | < 20 ppm        |
| Ethane            | < 10 ppm        |
| Acytelene         | < 15 ppm        |
| Moisture          |                 |

# Installation of bushings and lightning arresters

The Contractor shall perform the following at Droeriver and Luttig 3kV DC Substations:

- 2.2.30 Supply and install 3 x 132kV GOB Bushings at each main transformer at each substation
- 2.2.31 Supply and install 3 x 132kV surge arresters at each main transformer at each substation in accordance with Transnet Freight Rail specification BBB 0845 and BBB 0938.

- 2.2.32 Connect surge arresters between each phase of the high voltage supply and the substation main earth in accordance with Transnet Freight Rail specification BBB 3059 and drawing BBB3620. The material used to connect the surge arresters and earth spike shall be by means of copper clad rod.
- 2.2.33 Design, supply and install support steel structure for the surge arresters. The manufacture of any steelwork shall not take place prior to the approval of the design drawings by Transnet Freight Rail. Transnet Freight Rail shall inspect the steelwork at the manufacture's work prior to dispatch.
- 2.2.34 The top of the surge arrestor and the breaker bushing shall be on the same connection height.
- 2.2.35 The contractor must make provision for any small steel parts, bolts and nuts if required. All fasteners (nuts &bolts) shall be secured using flat or beveled washers, as necessary as well as lock washers.
- 2.2.36 All steelwork shall be galvanized in accordance with SANS 121, CEE 0183 and where required, painted in accordance with specification CEE 0045.
- 2.2.37 Cables and earthing conductors connected to the equipment installed on steel support structure shall be supported on the steel structure vertically and horizontal by means of a cable tray.
- 2.2.38 When doing any cabling the ballast stone shall be removed, trenching and laying of cable done and the soil shall be compacted back and the ballast cleaned and placed back neatly.
- 2.2.39 No joining of the cable or bus bars will be accepted. The contractor shall provide cable or busbar that is long enough for the application (earthing, control etc). No junction boxes shall be used underground.
- 2.2.40 On completion of the installation, it will be required from the contractor to submit as built drawings and schematic diagrams of all new equipment as well as indicating interfaces with the existing equipment.
- 2.2.41 The contractor shall be responsible for all necessary connections between the equipment supplied and other components in the substation including connection to the earth-mat.
- 2.2.42 All HT electrical equipment interconnection shall be done using conductors similar to that being used in the existing substation yard.
- 2.2.43 High conductive silicon grease shall be liberally applied to all the connections.
- 2.2.44 All dissimilar metal connection (Cu to Al) shall be made using bi-metallic clamps that are specifically designed and manufactured to make that particular connection (ad hoc fabricated clamps are not permitted).

# 1.15.8 Concrete Foundations

- 2.2.45 The contractor shall carry out his/her own survey in regard to soil types and their load bearing capabilities.
- 2.2.46 The contractor shall carry out his/her own survey in regard to soil types and their load bearing capabilities.
- 2.2.47 Tenderers must ensure that provision (financial as well as time) for excavation of soil types is allowed for in their tenders.
- 2.2.48 The 28-day strength of all concrete used shall be minimum of 20MPa

- 2.2.49 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.
- 2.2.50 Hand mixed concrete is not acceptable, it must be mechanically mixed.
- 2.2.51 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.
- 2.2.52 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.
- 2.2.53 All foundations edges shall be beveled, and the surface must be float finished.
- 2.2.54 All support foundations shall be the same level.

### Steelwork

- 2.2.55 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.
- 2.2.56 The manufacture of any steelwork shall not take place prior to the approval of the design drawing by the supervisor
- 2.2.57 Transnet Freight Rail shall inspect the steelwork at the manufacture's works prior to dispatch.
- 2.2.58 All fasteners (nuts & bolts) shall be secured using flat as well as lock washer.

### Earthing Layout

- 2.2.59 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
- 2.2.60 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 dependent on the application:

- Earth electrodes (earth spikes). Minimum length of 1.5 meters shall be used.
- Down conductors, earth tails and interconnecting conductors. Rods of varying length may be used
- 2.2.61 Copper plated rods shall have the SANS mark of approval and the manufacturers name
- 2.2.62 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
- 2.2.63 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

- 2.2.64 The location of earth mat/earth spike shall be as close as possible to the main surge arrestors support structures.
- 2.2.65 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.
- 2.2.66 The contractor shall be required to submit a separate quotation for the survey.
- 2.2.67 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.
- 2.2.68 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
- 2.2.69 Trenching shall include all trenches required for the installation of the earthing system
- 2.2.70 The perimeter fence trenching shall be as close as possible to the perimeter fence on the inside of the HV yard
- 2.2.71 The depth of trenching shall be at least 700 millimeter. Care must be taken not to damage the existing cable I the high voltage outdoor yard during trenching operations.
- 2.2.72 Before the trenches are closed, a representative from Spoornet shall inspect the earthing system for damage to earth rods
- 2.2.73 Earth electrodes shall be driven into the ground at the corners of the outdoor yard and in between the corners.
- 2.2.74 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.
- 2.2.75 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.
- 2.2.76 The earthing of the support steel structure for the surge arrestors shall be in accordance with Transnet Freight Rail. Drawing BBB 3620
- 2.2.77 The surge arrestors base shall be connected directly to earth mat/earth spike
- 2.2.78 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.
- 2.2.79 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.
- 2.2.80 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.
- 2.2.81 Exothermic welded joints and steel components exposed to corrosion shall be sealed with a durable waterproofing compound i.e. Bitumen, Denso tape or Noxide.
- 2.2.82 All crimped connections that are above ground level must be filled with an anti corrosive compound.
- 2.2.83 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.

- 2.2.84 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.
- 2.2.85 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.
- 2.2.86 The contractor shall replace any copper plated steel rods, damaged during installation.

### Exothermic welding

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

#### **Crusher stones**

- 2.2.88 The contractor shall remove the necessary crusher stone before any excavation commences.
- 2.2.89 The contractor shall restore the crusher stone to its original condition once the installation work has been completed.
- 2.2.90 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, expect 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.

# Guarantee and defects

2.4

- 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.

# 3. EASUREMENTS 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 and all necessary resources to complete the works.
- 3.2. Supply and installation of Surge 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 arresters and all necessary resources and works to complete this item.
- 3.3. Supply and installation of surge arrestor counters shall be measured and paid for per surge arrestor counter installed. Tendered rates must therefore include supply, delivery of materials and installation all 3 surge arrestor counters and all necessary resources and works to complete this item.

- 3.4. Supply and installation of steel support structure for surge arrestors shall be measured and paid for as lump sum. Tendered rates must therefore include supply, delivery of materials and installation of all steel support structure and foundations and all necessary resources and works to complete this item.
- 3.5. Supply and installation of busbar from the primary circuit breakers to surge arrestors to the transformer bushings shall be paid for per busbar. Tendered rates must therefore include supply, delivery of materials and installation including brackets, clamps, bolts, nuts etc and all necessary resources and works to complete this item.
- 3.6. 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 and works to complete this item.
- 3.7. Replacement of Top Cover Gaskets shall be measured and paid for per all Top Cover Gaskets replaced per transformer. Tendered rates must therefore include supply and delivery of all Top Cover Gaskets materials, installation and all necessary resources to complete this item.
- 3.8. The Re-gasket of Primary Bushings shall be measured and paid for per all Primary Bushings gasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
- 3.9. The Re-gasket of Secondary Bushings shall be measured and paid for per all Secondary Bushings regasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
- 3.10. Replacement of primary bushings shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of primary bushing materials, installation and all necessary resources to complete this item.
- 3.11. Repair of Current Transformer connection box shall be measured and paid for per entity repaired or replaced per transformer. Tendered rates must therefore include supply and delivery of all CT connection box materials, installation and all necessary resources to complete this item.
- 3.12. The Re-gasket of Tap-switch (Top mounted) shall be measured and paid for per tap switch per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
- 3.13. The Re-gasket of Inspection Covers shall be measured and paid for per all inspection covers regasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
- 3.14. The Re-gasket of Buchholz Relay shall be measured and paid for per buchholz relay regasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
- 3.15. Repair or Replacement of Stop Cock shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of Stop Cocks materials, installation and all necessary resources to complete this item.
- 3.16. Repair or Replacement of Drain Cock shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of Drain Cocks materials, installation and all necessary resources to complete this item.

- 3.17. Repair or Replacement of Sampling Cock shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of Sampling Cock materials, installation and all necessary resources to complete this item.
- 3.18. Regasket of Core Earth Insulator Bushing shall be measured and paid per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
- 3.19. Regasket of breather shall be measured and paid per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
- 3.20. Replacement of breather shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of breather materials, installation and all necessary resources to complete this item.
- 3.21. Repair of damage to the fins, main tank and conservator shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of all fins, main tank and conservator tank materials, installation and all necessary resources to complete this item.
- 3.22. Repair of radiator drain plug shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of all radiator drain plug materials, installation and all necessary resources to complete this item.
- 3.23. Treatment of oil contaminated ballast shall be measured and paid for per substation. Tendered rates must therefore include supply and delivery of all oil treatment materials and all necessary resources to complete this item.
- 3.24. Treatment of oil contaminated plinth and/or ballast shall be measured and paid for per substation as lump sum. Tendered rates must therefore include supply, delivery of oil treatment materials, trench compacting and laying of crusher stones etc and all necessary resources to complete this item.
- 3.25. Treatment of rust (exterior transformer, conservator tank) shall be measured and paid for per all rust treatments per transformer. Tendered rates must therefore include supply and delivery of rust treatment materials and all necessary resources to complete this item.
- 3.26. Cleaning, Treatment and Painting of Transformer and Fins shall be measured and paid for per entire painting per transformer. Tendered rates must therefore include supply and delivery of painting materials and all necessary resources to complete this item.
- 3.27. Cleaning, Treatment and Painting of Conservator tank shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of painting materials and all necessary resources to complete this item.
- 3.28. Top up of Transformer shall be measured and paid for per all oil required for topping up per transformer. Tendered rates must therefore include supply and delivery of oil to this specification and all necessary resources to complete this item.
- 3.29. Purification of Oil shall be measured and paid for per transformer. Tendered rates must therefore include all necessary resources to complete this item.
- 3.30. Testing of Oil shall be measured and paid for per transformer. Tendered rates must therefore include all necessary resources to complete this item.
- 3.31. Removal, Storage and Replacement of oil shall be measured and paid for. Tendered rates must therefore include all necessary resources required to complete this item.

- 3.32. Replacement of Sight glass shall be measured and paid for per sight glass replaced per transformer. Tendered rates must therefore include supply and delivery of sight glass and installation and all necessary resources required to complete this item.
- 3.33. The Re-gasket of Conservator tank shall be measured and paid for per conservator tank regasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
- 3.34. The Re-gasket of Breather shall be measured and paid for per breather regasketted per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
- 3.35. The Re-gasket of pipe between the buchholz and the main tank shall be measured and paid for per transformer. Tendered rates must therefore include supply and delivery of all gasket materials, installation and all necessary resources to complete this item.
- 3.36. The rates and prices tendered in the Schedule of Prices shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.
- 3.37. Payment will be based on the successful refurbishment of the transformers as instructed by the Technical Officer and to which the Contractor successfully applied the high standard workmanship and has achieved the "leak free" transformer and environmental oil "free contamination".
- 3.38. No payment will be made for rejected work where refurbishment achieved does not meet the standards specified.
- 3.39. Testing and commissioning shall be measured and paid for as lump sum.

# **Price Schedule**

| SUBS | TATION NAME: DROERIVIER Main A and B                 |          |        |                |              |        |
|------|--|----------|--------|----------------|--------------|--------|
|      | Make   | Oerlikon |        |                |              |        |
|      | Serial No.   | A Main 9 | 941000 | T02.12; B Main | 941000T01.12 |        |
|      | Primary and Secondary voltages:                      | 132 kV / | 2*3*1  | .370 kV        |              |        |
|      | Rating   | 3470/48  | 50kVA  |                |              |        |
|      |  |          |        | Installation   | Material     |        |
| Item | DISCRIPTION  | Qty      | Unit   | Cost           | Cost         | Amount |
| 4.1  | Preliminary and General                              | Sum      | 1      |                |              |        |
| 4.2  | Supply and install Surge Arresters                   | Each     | 6      |                |              |        |
| 4.3  | Supply and install surge arrester counters           | Each     | 6      |                |              |        |
| 4.4  | Supply and install steel support structure for surge | Each     | 6      |                |              |        |
|      | arresters  |          | 0      |                |              |        |
| 4.5  | Supply and install aluminum conductor from           |          |        |                |              |        |
|      | primary circuit breaker to surge arrester to         | Each     | 6      |                |              |        |
|      | transformer bushing                                  |          |        |                |              |        |
| 4.6  | Supply and installation of earthing system           | Sum      | 1      |                |              |        |
| 4.7  | Replace top cover gasket                             | Sum      |        |                |              |        |
| 4.8  | Replace 132kV primary bushings                       | Each     | 6      |                |              |        |
| 4.9  | Re-gasket Primary Bushings                           | Each     | 6      |                |              |        |
| 4.10 | Re-gasket Secondary Bushings                         | Sum      | 12     |                |              |        |
| 4.11 | Repair or Replace CT connection Box                  | Sum      | 2      |                |              |        |
| 4.12 | Re-gasket Tap-switch (Top mounted)                   | Sum      | 2      |                |              |        |
| 4.13 | Re-gasket inspection covers                          | Sum      | 2      |                |              |        |
| 4.14 | Repair or Replace stop cocks                         | Sum      | 2      |                |              |        |
| 4.15 | Repair or Replace drain cocks                        | Sum      | 2      |                |              |        |
| 4.16 | Repair or Replace sampling cocks                     | Sum      | 2      |                |              |        |
| 4.17 | Replace gasket core earth insulator bushing          | Sum      | 2      |                |              |        |
| 4.18 | Repair damage to the fins, main tank and             | Sum      | 2      |                |              |        |
|      | conservator tank.                                    |          | 2      |                |              |        |
| 4.19 | Repair Radiator Drain plugs                          | Sum      | 2      |                |              |        |
| 4.20 | Treat oil contaminated ballast                       | Sum      | 2      |                |              |        |
| 4.21 | Treat oil contaminated plinth                        | Sum      | 2      |                |              |        |
| 4.22 | Treat rust (exterior transformer, conservator tank). | Sum      | 2      |                |              |        |
| 4.23 | Clean, treat and spray-paint conservator tank        | Sum      | 2      |                |              |        |
| 4.24 | Top up transformer with oil                          | Sum      | 2      |                |              |        |
| 4.25 | Purify oil.  | Sum      | 2      |                |              |        |
| 4.26 | Testing of oil                                       | Sum      | 2      |                |              |        |
| 4.27 | Removal, Storage and Replacement of oil              | Sum      | 2      |                |              |        |

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| 4.28 | Clean, treat and paint transformer and fins.  | Sum | 2 |   |   |  |      |
|------|---|-----|---|---|---|--|------|
| 4.29 | Replace sight glass                           | Sum | 2 | + |   |  | —    |
| 4.30 | Replace gasket conservator tank               | Sum | 2 |   |   |  |      |
| 4.31 | Replace breather                              | Sum | 2 |   |   |  | <br> |
| 4.32 | Replace gasket breather                       | Sum | 2 |   |   |  | <br> |
| 4.33 | Replace gasket buchholz relay                 | Sum | 2 | 1 |   |  |      |
| 4.34 | Replace gasket pipe from buchholz to the main | Sum | 2 |   |   |  | <br> |
|      | tank  |     |   |   |   |  | <br> |
| ΤΟΤΑ | L ( Excl. Vat)                                |     |   |   |   |  |      |
|      |   | S   | Ŝ |   | 5 |  |      |

# SUBSTATION NAME: LUTTIG Main A and B

|      | Make   | Oerlikon    |         |              |          |        |
|------|--|-------------|---------|--------------|----------|--------|
|      | Serial No.   |             | 4100007 | 02.10;B Mair | 941000T  | )1.10  |
|      | Primary and Secondary voltages:                                | 132 kV /    |         | •            |          |        |
|      | Rating   | 3470/48     |         |              |          |        |
|      |  | 5 17 67 10. |         | Installation | Material |        |
| Item | DISCRIPTION  | Qty         | Unit    | Cost         | Cost     | Amount |
| 5.1  | Preliminary and General  | Sum         | 1       |              |          |        |
| 5.2  | Supply and install Surge Arresters                             | Each        | 6       |              |          |        |
| 5.3  | Supply and install surge arrester counters                     | Each        | 6       |              |          |        |
| 5.4  | Supply and install steel support structure for surge arresters | Each        | 6       |              |          |        |
| 5.5  | Supply and install aluminum conductor from primary circuit     |             | 6       |              |          |        |
|      | breaker to surge arrester to transformer bushing               | Each        | 6       |              |          |        |
| 5.6  | Supply and installation of earthing system                     | Sum         | 1       |              |          |        |
| 5.7  | Replace top cover gasket                                       | Sum         | 2       |              |          |        |
| 5.8  | Replace 132kV primary bushings                                 | Each        | 6       |              |          |        |
| 5.9  | Re-gasket Primary Bushings                                     | Each        | 6       |              |          |        |
| 5.10 | Re-gasket Secondary Bushings                                   | Sum         | 12      |              |          |        |
| 5.11 | Repair or Replace CT connection Box                            | Sum         | 2       |              |          |        |
| 5.12 | Re-gasket Tap-switch (Top mounted)                             | Sum         | 2       |              |          |        |
| 5.13 | Re-gasket inspection covers                                    | Sum         | 2       |              |          |        |
| 5.14 | Repair or Replace stop cocks                                   | Sum         | 2       |              |          |        |
| 5.15 | Repair or Replace drain cocks                                  | Sum         | 2       |              |          |        |
| 5.16 | Repair or Replace sampling cocks                               | Sum         | 2       |              |          |        |
| 5.17 | Replace gasket core earth insulator bushing                    | Sum         | 2       |              |          |        |
| 5.18 | Repair damage to the fins, main tank and conservator tank.     | Sum         | 2       |              |          |        |
| 5.19 | Repair Radiator Drain plugs                                    | Sum         | 2       |              |          |        |
| 5.20 | Treat oil contaminated ballast                                 | Sum         | 2       |              |          |        |
| 5.21 | Treat oil contaminated plinth                                  | Sum         | 2       |              |          |        |
| 5.22 | Treat rust (exterior transformer, conservator tank).           | Sum         | 2       |              |          |        |
| 5.23 | Clean, treat and spray-paint conservator tank                  | Sum         | 2       |              |          |        |
| 5.24 | Top up transformer with oil                                    | Sum         | 2       |              |          |        |
| 5.25 | Purify oil.  | Sum         | 2       |              |          |        |
| 5.26 | Testing of oil   | Sum         | 2       |              |          |        |
| 5.27 | Removal, Storage and Replacement of oil                        | Sum         | 2       |              |          |        |
| 5.28 | Clean, treat and paint transformer and fins.                   | Sum         | 2       |              |          |        |
| 5.29 | Replace sight glass  | Sum         | 2       |              |          |        |
| 5.30 | Replace gasket conservator tank                                | Sum         | 2       |              |          |        |
| 5.31 | Replace breather   | Sum         | 2       |              |          |        |
| 5.32 | Replace gasket breather  | Sum         | 2       |              |          |        |

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| 5.33       | Replace gasket buchholz relay                      | Sum | 2 |  |  |
|------------|--|-----|---|--|--|
| 5.34       | Replace gasket pipe from buchholz to the main tank | Sum | 2 |  |  |
| TOTAL ( Ex | xcl. Vat)  |     |   |  |  |

only only only

|      | Make  | Oerlikor | ו<br>ו  |                      |                  |        |
|------|---|----------|---------|----------------------|------------------|--------|
|      | Serial No.  | A Aux 9  | 41000T1 | .0. 2; B Aux 94      | 1000T04.12       |        |
|      | Primary and Secondary voltages:                           | 2420/40  | 00 V    |                      |                  |        |
|      | Rating  | 100kVA   |         |                      |                  |        |
| Item | DISCRIPTION   | Qty      | Unit    | Installation<br>Cost | Material<br>Cost | Amount |
| 6.1  | Replace top cover gasket                                  | Sum      | 2       |                      |                  |        |
| 6.2  | Re-gasket Primary Bushings                                | Each     | 6       |                      |                  |        |
| 6.3  | Re-gasket Secondary Bushings                              | Sum      | 8       |                      |                  |        |
| 6.4  | Re-gasket Tap-switch (Top mounted)                        | Sum      | 2       |                      |                  |        |
| 6.5  | Re-gasket inspection covers                               | Sum      | 2       |                      |                  |        |
| 6.6  | Repair or Replace stop cocks                              | Sum      | 2       |                      |                  |        |
| 6.7  | Repair or Replace drain cocks                             | Sum      | 2       |                      | <b>N</b>         |        |
| 6.8  | Repair or Replace sampling cocks                          | Sum      | 2       |                      |                  |        |
| 6.9  | Replace gasket core earth insulator bushing               | Sum      | 2       |                      |                  |        |
| 6.10 | Repair damage to the fins, main tank and conservator tank | Sum      | 0       |                      |                  |        |
| 6.11 | Repair Radiator Drain plugs                               | Sum      | 2       |                      |                  |        |
| 6.12 | Treat oil contaminated ballast                            | Sum      | 2       |                      |                  |        |
| 6.13 | Treat oil contaminated plinth                             | Sum      | 2       |                      |                  |        |
| 6.14 | Treat rust (exterior transformer, conservator tank).      | Sum      | 2       |                      |                  |        |
| 6.15 | Clean, treat and spray-paint conservator tank             | Sum      | 2       |                      |                  |        |
| 6.16 | Top up transformer with oil                               | Sum      | 2       |                      |                  |        |
| 6.17 | Purify oil  | Sum      | 2       |                      |                  |        |
| 6.18 | Testing of oil  | Sum      | 2       |                      |                  |        |
| 6.19 | Removal, Storage and Replacement of oil                   | Sum      | 2       |                      |                  |        |
| 6.20 | Clean, treat and paint transformer and fins               | Sum      | 2       |                      |                  |        |
| 6.21 | Replace sight glass                                       | Sum      | 2       |                      |                  |        |
| 6.22 | Replace gasket conservator tank                           | Sum      | 2       |                      |                  |        |
| 6.23 | Replace gasket breather                                   | Sum      | 2       |                      |                  |        |
| 6.24 | Replace breather  | Sum      | 2       |                      |                  |        |
| 6.25 | Replace gasket buchholz relay                             | Sum      | 2       |                      |                  |        |
| 6.26 | Replace gasket pipe from buchholz to the main             | Sum      | 2       |                      |                  |        |

|      | Make   | Oerlikor | )      |                |             |        |
|------|--|----------|--------|----------------|-------------|--------|
|      | Serial No.   | Aux A 9  | 41000T | 10. 10 Aux B 9 | 941000T04.1 | .0     |
|      | Primary and Secondary voltages:                      | 2490/40  | 0 V    |                |             |        |
|      | Rating   | 100kVA   |        |                |             |        |
|      |  |          |        | Installation   | Material    |        |
| tem  | DISCRIPTION  | Qty      | Unit   | Cost           | Cost        | Amount |
| 7.1  | Replace top cover gasket                             | Sum      | 2      |                |             |        |
| 7.2  | Re-gasket Primary Bushings                           | Each     | 6      |                |             |        |
| 7.3  | Re-gasket Secondary Bushings                         | Sum      | 8      |                |             |        |
| 7.4  | Re-gasket Tap-switch (Top mounted)                   | Sum      | 2      |                |             |        |
| 7.5  | Re-gasket inspection covers                          | Sum      | 2      |                |             |        |
| 7.6  | Repair or Replace stop cocks                         | Sum      | 2      |                |             |        |
| 7.7  | Repair or Replace drain cocks                        | Sum      | 2      |                |             |        |
| 7.8  | Repair or Replace sampling cocks                     | Sum      | 2      |                |             |        |
| 7.9  | Replace gasket core earth insulator bushing          | Sum      | 2      |                |             |        |
| 7.10 | Repair damage to the fins, main tank and conservator | Sum      |        |                |             |        |
|      | tank   |          | 2      |                |             |        |
| 7.11 | Repair Radiator Drain plugs                          | Sum      | 2      |                |             |        |
| 7.12 | Treat oil contaminated ballast                       | Sum      | 2      |                |             |        |
| 7.13 | Treat oil contaminated plinth                        | Sum      | 2      |                |             |        |
| 7.14 | Treat rust (exterior transformer, conservator tank)  | Sum      | 2      |                |             |        |
| 7.15 | Clean, treat and spray-paint conservator tank        | Sum      | 2      |                |             |        |
| 7.16 | Top up transformer with oil                          | Sum      | 2      |                |             |        |
| 7.17 | Purify oil   | Sum      | 2      |                |             |        |
| 7.18 | Testing of oil                                       | Sum      | 2      |                |             |        |
| 7.19 | Removal, Storage and Replacement of oil              | Sum      | 2      |                |             |        |
| 7.20 | Clean, treat and paint transformer and fins.         | Sum      | 2      |                |             |        |
| 7.21 | Replace sight glass                                  | Sum      | 2      |                |             |        |
| 7.22 | Replace gasket conservator tank                      | Sum      | 2      |                |             |        |
| 7.23 | Replace gasket breather                              | Sum      | 2      |                |             |        |
| 7.24 | Replace breather                                     | Sum      | 2      |                |             |        |
| 7.25 | Replace gasket buchholz relay                        | Sum      | 2      |                |             |        |
| 7.26 | Replace gasket pipe from buchholz to the main tank   | Sum      | 2      |                |             |        |

## SUMMARY OF PRICES

|          | DROERIV  | TER Main A and B  |
|----------|----------|---|
|          | LUTTIG M | 1ain A and B  |
|          | DROERIV  | /ER Aux A and B   |
|          | LUTTIG A | ux A and B  |
|          | TOTAL (  | VAT EXCLUDED)   |
|          |          |   |
| Price in | Words:   |   |
|          |          |   |
|          |          |   |
|          | 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.   |
|          | c)       | Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.                            |

#### Section 3

#### 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.

If the production or provision of any Goods involves research and/or development which are wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

### 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 Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

#### 11 INSOLVENCY

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

#### 12 ASSIGNMENT

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

#### **13 NOTICES**

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

#### 14 LAW

Orders shall be governed by and interpreted in accordance with 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. 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.

only only only

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 | 201 |
|-----------------------------|----------------------|----------|-----|
|                             |                      |          |     |
|                             |                      |          |     |
| SIGNATURE OF RESPONDENT'S   | AUTHORISED REPRESENT | TATIVE   |     |
| NAME:                       |                      |          |     |
| DESIGNATION:                |                      |          |     |
|                             |                      |          |     |
| REGISTERED NAME OF COMPAN   | Y:                   |          |     |
| PHYSICAL ADDRESS:           |                      |          |     |
|                             |                      |          |     |
| Respondent's contact person | : [Please complete]  | •        |     |
| Name :                      |                      |          |     |
| Designation :               |                      |          |     |
| Telephone                   |                      |          |     |
| Cell Phone                  |                      |          |     |
| Facsimile :                 |                      |          |     |
| Email :                     |                      |          |     |
| Website :                   |                      |          |     |
| V ·                         |                      |          |     |

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

# Substance Abuse Testing

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. **2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at the workplace".** Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

## Section 4

# **GENERAL BID CONDITIONS – SERVICES (Appendix (i)**

Copy attached.

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

# Section 5 STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET (Appendix (ii)

Refer Form ST&C - Copy attached.

errs out i "It is the responsibility of the Bidder to ensure they are familiar with the Standard Terms and Conditions

TRANSNE

## **SECTION 6**

#### **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) <u>If your annual turnover is less than R5 million</u>, 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 agence.

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.

B: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

- d) <u>To avoid PAYE tax being automatically deducted from any invoices received from you,</u> 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, <u>No payments can be made to a vendor</u> 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.

g)

# TRANSNE



## **Supplier Declaration Form**

| Company Trading     | g Name          |               |                 |          |               |                             |               |              |     |
|---------------------|-----------------|---------------|-----------------|----------|---------------|-----------------------------|---------------|--------------|-----|
| Company Registe     | ered Name       |               |                 |          |               |                             |               |              |     |
| Company Registra    | ation Number C  | r ID Numbe    | er If A Sole Pr | oprieto  | or            |                             |               |              |     |
| Form of entity      | CC              | Trust         | Pty Lt          | d        | Limited       | Partnersh                   | ip S          | Sole Proprie | tor |
| VAT number (if re   | egistered)      |               |                 |          |               |                             |               |              |     |
| Company Teleph      | one Number      |               |                 |          |               |                             |               |              |     |
| Company Fax Nu      | mber            |               |                 |          |               |                             |               |              |     |
| Company E-Mail      | Address         |               |                 |          |               |                             |               |              |     |
| Company Websit      | e Address       |               |                 |          |               |                             |               |              |     |
| Bank Name           |                 |               | Ba              | nk Acco  | ount Numbe    | er                          |               |              |     |
| Postal              |                 |               |                 |          |               |                             |               |              |     |
| Address             |                 |               |                 |          |               |                             | Code          | 9            |     |
| Physical<br>Address |                 |               |                 |          |               |                             | Code          | 2            |     |
|                     |                 |               |                 |          |               |                             | Cour          | 5            |     |
| Contact Person      |                 |               |                 |          |               |                             |               |              |     |
| Designation         |                 |               |                 |          |               |                             |               |              |     |
| Telephone           |                 |               |                 |          |               |                             |               |              |     |
| Email               |                 |               | DENT            |          | 55.05         |                             |               | Doc          |     |
| Annual Turnover Ra  | ncial Year)     | < R5 Millior  | 1               |          | R5-35 million |                             | > R35 million |              |     |
| Does Your Compa     | Products        |               |                 | Services |               | Both                        |               |              |     |
| Area Of Delivery    |                 |               | National        |          | Provin        | cial                        | Local         |              |     |
| Is Your Company     |                 |               |                 |          | Public        |                             |               | Private      | _   |
| Does Your Compa     |                 |               |                 |          | Yes           |                             |               | lo           |     |
| Main Product Or S   | ervice Supplie  | d (E.G.: Sta  | tionery/Cons    | ulting)  |               |                             |               |              |     |
| BEE Ownership       | Details         |               |                 |          |               |                             |               |              |     |
| % Black Ownership   | %               | Black wome    | en ownership    |          | %             | Disabled perso<br>ownership | n/s           |              |     |
| Does your compa     | ny have a BEI   | E certificate | 9               | Ye       | s             | Nc                          | )             |              |     |
| What is your broa   |                 |               |                 | hknow    | n)            |                             |               |              |     |
| How many persor     | nnel does the t | irm employ    | / Pe            | ermane   | ent           | Part t                      | ime           |              |     |
| Transnet Contact    | Person          |               |                 |          |               |                             |               |              |     |
| Contact number      |                 |               |                 |          |               |                             |               |              |     |
| Transnet operatin   | a division      |               |                 |          |               |                             |               |              |     |
|                     | •               |               |                 |          |               | -                           |               |              |     |
| Duly Authorised     | To Sign For     | And On Be     | ehalt Of Firn   | n / Org  | janisatio     | n                           |               |              |     |
| Name                |                 |               |                 |          | Designati     | on                          |               |              |     |
| Signature           |                 |               |                 |          | Date          |                             |               |              |     |
| Stamp And Sign      | ature Of Com    | missioner     | Of Oath         |          |               |                             |               |              |     |
| Name                |                 |               |                 |          | Date          |                             |               |              |     |
| Signature           |                 |               |                 |          | Telephon      | e No.                       |               |              |     |