

TRANSNET FREIGHT RAIL a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ]

RFQ NUMBER CRAC-VEG-9884

SUPPLY AND INSTALL AN OUTDOOR 6.6Kv VCB, CONTROL PANEL, DIGGING OF TRENCHES AND SUPPLY OF CABLES FROM TRANSFORMER SECONDARY TO THE H-FRAMES UNDER THE CONTROL OF DEPOT ENGINEER, VEREENIGING FOR A PERIOD OF TWO MONTHS

ISSUE DATE: 28 JANUARY 2013

**BRIEFING SESSION: 05 FEBRUARY 2013
@ NO. 1 ANVIL RD, TRANSENT BUILDING,
ISANDO.**

**VENUE: BOARD ROOM 7TH FLOOR
TIME: 9:00**

CLOSING DATE: 21 FEBRUARY 2013

CLOSING TIME: 10:00

OPTION DATE: 23 MAY 2013

**FOR DIRECTIONS / SITE CONTACT ZOLA QUBU
(011 570 7491 / 083 282 0658)**



Section 1

REQUEST FOR QUOTATION [RFQ]

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SUPPLY AND INSTALL AN OUTDOOR 6.6Kv VCB, CONTROL PANEL, DIGGING OF TRENCHES AND SUPPLY OF CABLES FROM TRANSFORMER SECONDARY TO THE H-FRAMES UNDER THE CONTROL OF DEPOT ENGINEER, VEREENIGING FOR A PERIOD OF TWO MONTH

NOTICE TO BIDDERS

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

METHOD: post and/or courier
CLOSING VENUE: courier and/or tender box at physical address

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" in accordance with the 10%/20% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 [as amended], to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

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

- a) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- b) 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:

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- d) **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
- e) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:



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

EME's should only provide documentary proof of annual turnover [i.e. audited financials] plus proof of Black ownership if Black ownership is greater than 50% [fifty per cent] or Black women ownership is greater than 30% [thirty per cent].

[Refer Section 4, Vendor Application Form, 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 enquiries** relating to the RFQ to the following Transnet employee:

Name: Elijah Manana

Email: Elijah.manana@transnet.net

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 28/01/2013 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, and Parktown.

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING

VENUE : NO.: 1 ANVIL RD, TRANSENT BUIDING, ISANDO.

Time : 9:00

Date : 5 FEBRUARY 2013

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE

A non-refundable tender fee of R150.00 (inclusive of Vat) is applicable per tender (listed below).

Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number RFQ CRAC-VEG-9884 and the Company Name. Receipt/s to be presented prior to collection of the tender/s.

NOTE: This amount is not refundable.

For specific queries, please contact the TFR representative below.

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

Prudence Nkabinde



Telephone 011 544 9486
Facsimile 011 774 9760
Email TAC.SECRETARIAT@transnet.net

4 Tax Clearance

The Respondent's valid Tax Clearance Certificate or letter of good standing from SARS must accompany the Quotation.

5 VAT Registration

The valid VAT registration number must be stated here: _____ *[for all companies with a turnover of more than R1 million per annum].*

6 Legal Compliance

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

7 Returnable Documents

Failure to return all returnable documents as indicated in paragraph 21 below and elsewhere in this RFQ document may lead to disqualification of a bid.

8 Changes to Quotations

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

9 Pricing

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

10 Prices Subject to Confirmation

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

11 Negotiations

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

12 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.

13 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;



- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier; or
- make no award at all.

14 **Respondent's**

Only in cases when the Respondent submits a sample(s) of the goods / products / material quoted for, the sample(s) must be endorsed with the RFQ (CRAC- VEG-9884) to the above description and forwarded on or before (21-02-2013) the deadline date to the following addresses: TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, and Parktown.

15 **EVALUATION CRITERIA**

16 **TRANSNET WILL UTILISE THE FOLLOWING CRITERIA IN CHOOSING A SUPPLIER, IF SO REQUIRED:**

- Compliance with this RFQ - Completeness of response and returnable documents
- Pre-Qualification Criteria:**
- Compliance to specification
 - Technical Capacity / Resources (Proof of Qualification in Electrical and related field)
 - CIDB Rating: 2EPPE or 3EP and above
 - Provide (Safety File and Risk Register) Occupational Health and Safety in of Act 85 of 1993
 - Letter of Good Standing (Compensation for Occupational Injuries Diseases Act 130 of 1993)

Commercial:

- Competitive pricing
- Execution Plan / Delivery schedule

B-BBEE status of company

- Provide BBBEE level Certification and Score Card

Further Recognition

- Business with >50% Black Ownership
- Business with >30% Black Woman Ownership

SD / ED Supplier / Enterprise Development

- EME / QSE

17 **Validity Period**

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ. It should be noted that Respondents may offer an earlier validity period, but Quotations may be rejected for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until _____ [State alternative validity period/date].



- (i) A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- (ii) Both sets of documents to be submitted to the address specified above.

18 Banking Details

BANK: _____
 BRANCH NAME / CODE: _____
 ACCOUNT HOLDER: _____
 ACCOUNT NUMBER: _____

19 Company Registration

Registration number of company / C.C. _____
 Registered name of company / C.C. _____

20 Disclosure of Prices Quoted

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

YES NO

21 Returnable Documents

Respondents are required to submit the following returnable documents with their responses [see tick]. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent:

Section 1 – Notice to Bidders	Pages 2-8	✓
Section 2 – Quotation Form	Page 9-11	✓
Section 3 - Scope of Work and Specifications	Page 12-25	
Section 4 – Conditions of Contract, Form ST&C	Pages 26-30	✓
Proof of annual turnover [EMEs]	Section 1 clause 2	✓
Proof of Black ownership [Black-owned EMEs]	Section 1 clause 2	✓
Section 5 – Vendor Application Form	Pages 31-32	✓
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 CC]		✓
Company letterhead		✓
Original current Tax Clearance Certificate		✓
Certified copy of VAT Registration Certificate		✓
Certified copy of Company Registration Certificate		✓



List at least 3 Reference/Previous performance record		
Valid current B-BBEE Accreditation Certificate [Large Enterprises and QSEs]		✓
Audited Financials for previous 3 years		✓

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A QUOTATION BEING REJECTED**

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Information Session

RFQ SITE MEETING

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : Henly on Kip 3kv DC Transaction Substation, Midvaal.
Time : 10H00
Date : 05 February 2013

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

•
.....

TRANSNET'S REPRESENTATIVE

TENDERER'S REPRESENTATIVE

DATE:.....

• **VERY IMPORTANT**

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING **WILL** AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

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

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule above, 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 and 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.

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SECTION 3

REQUEST FOR QUOTATION ("RFQ")

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SUPPLY AND INSTALL AN OUTDOOR 6.6Kv VCB, CONTROL PANEL, DIGGING OF TRENCHES AND SUPPLY OF CABLES FROM TRANSFORMER SECONDARY TO THE H-FRAMES UNDER THE CONTROL OF DEPOT ENGINEER, VEREENIGING FOR A PERIOD OF TWO MONTH

SCOPE OF WORK

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Contract Data

The Employer is

Name Transnet Limited Trading as Transnet Freight Rail
Address 7th Floor, Room 700, 1 Anvil Road, ISANDO.
Telephone (011) 570-7491 Fax No. (011) 773-7397
E-mail zakes.mntambo@Transnet.net

The works is Supply and install an outdoor 6,8 kV VCB, control panel and digging of trenches and supply of cables from transformer secondary to H-frames under the control of Depot Engineer Vereeniging.

The site is Henley on Klip 3KV DC TRACTION SUBSTATION

The starting date is

The completion date is

The reply period is weeks

The defects date is weeks after completion

The defect correction period is 2(two)..... weeks

The delay damages are R2,000.00..... per day

The assessment day is the 13th (thirteen)..... of each month

The retention is N/A..... %

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? **No**

The Adjudicator is

Name To be advised if disputes arises.....

Address

Telephone Fax No.

E-mail





Contract Data

The interest rate on late payment is % per complete week of delay.

The Contractor is not liable to the Employer for loss of or damage to the Employer's property in excess of..... for any one event.

The Employer provides this

Insurance Transnet Principal Control Insurance

The minimum amount of cover for the third insurance stated in the

Insurance Table is **> R25,000.00 (Limited to R10,000,000.00. for any one event)**

The minimum amount of cover for the fourth insurance stated in the

Insurance Table is **Not applicable.....**

The adjudicator nominating

body is **The Chairman of the Association of Arbitrators (Southern Africa)**

The tribunal is **Arbitration.....**

If the tribunal is arbitration, the arbitration procedure is **The rules for the Conduct of Arbitrators of the Association of Arbitrators (Southern Africa).....**

The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions:

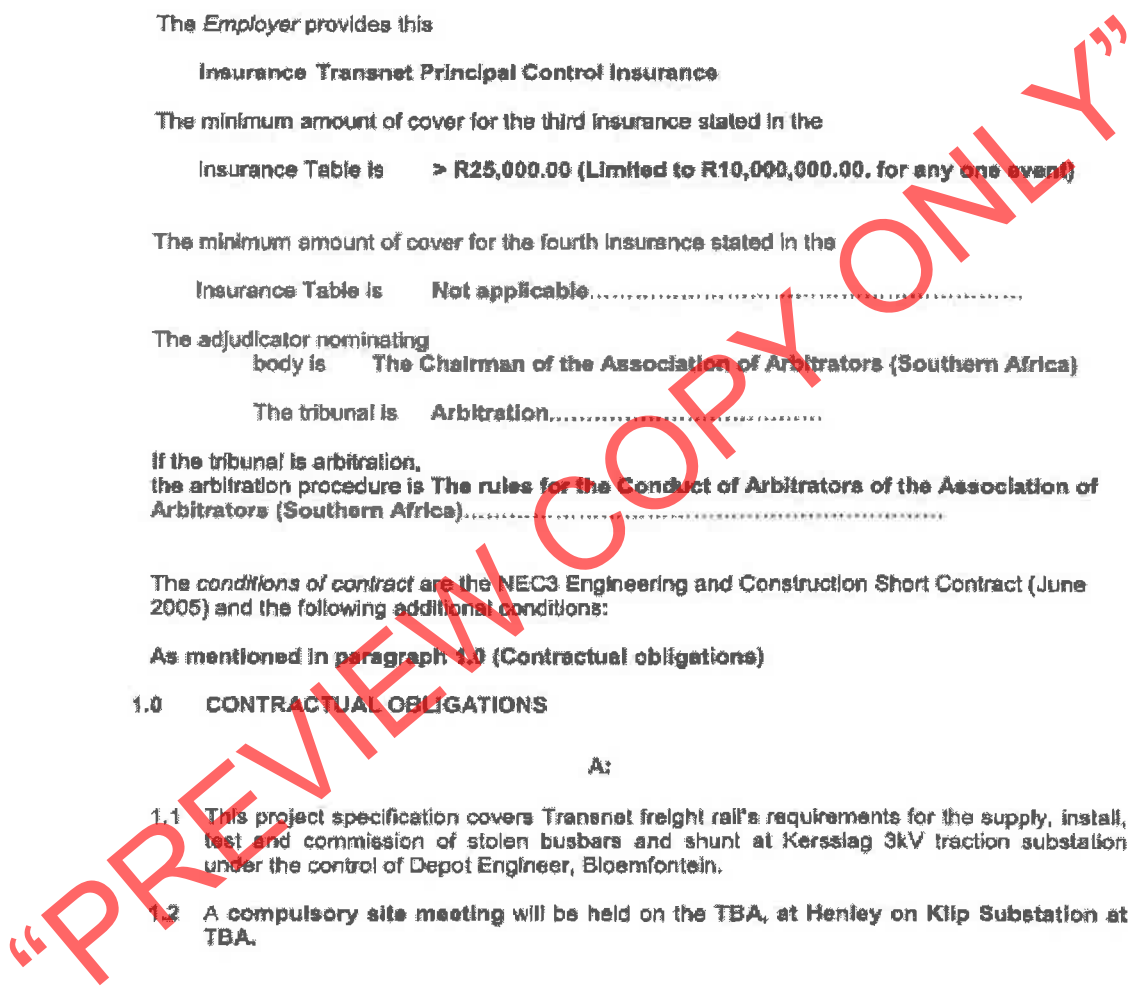
As mentioned in paragraph 1.0 (Contractual obligations)

1.0 CONTRACTUAL OBLIGATIONS

A:

1.1 This project specification covers Transnet freight rail's requirements for the supply, install, test and commission of stolen busbars and shunt at Kersslag 3kV traction substation under the control of Depot Engineer, Bloemfontein.

1.2 A compulsory site meeting will be held on the TBA, at Henley on Klip Substation at TBA.





- 1.3 Tenders must be deposited to the Tender Box, which will be located in the foyer of INYANDA HOUSE, Transnet freight rail and shall be addressed as follows :
Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House, 21 Wellington Road, Parktown.
- 1.4 Tenders must be enclosed in a sealed envelope bearing the tender number TBA on the outside.
- 1.5 **Please note that this tender closes punctually TBA**
- 1.6 Tenderers shall submit their offers in duplicate otherwise their offers will be overlooked.
- 1.7 Tenderers must duly fill in the Tender Form E4 and its Annexures and submit the same with their offers.

B:

- 1.1 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
- 1.2 The Contractor shall ensure that a safety representative is at site at all times.
- 1.3 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.4 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
 - 1.4.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - 1.4.2 The Occupational Health and Safety Act (Act 85 of 1993).
 - 1.4.3 The explosive Act No. 25 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
 - 1.4.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
 - 1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or adjacent to Railway Lines and near High Voltage Equipment – BBD 8210, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.5 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working



methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.

- 1.6 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.7 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.
- 1.8 A penalty charge of R2,000.00 per day will be levied for late completion.
- 1.9 The Contractor shall supply a site diary (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Supervisor in writing.
- 1.10 The Contractor shall supply a site instruction book (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.
- 1.11 Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.
- 1.12 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.13 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd party suppliers/Manufacturers.
- 1.14 The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers conforms to Transnet freight rail specifications.
- 1.15 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.
- 1.16 Transnet authorization Category-C is required of any person who works on electrification equipment near (within 3-m of) "live" equipment. A Category-C authority certificate is issued on the successful completion of a training module and written test to persons who are working near "LIVE" equipment. The training module is presented over four days.



Contract Data
The Contractor's Offer

The Contractor is

Name
Address
Telephone Fax No.
E-mail

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

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

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

The offered total of the Prices is

Signed on behalf of the Contractor

Name
Position
Signature Date

The Employer's Acceptance

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

Signed on behalf of the Employer

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Name
 Position
 Signature Date

**Contract Data
 Price List**

Item	Description	Unit	Qty	Rate	Price
A	Henley on Klip 3 kV Substation				
1	Dismantle, remove and transport all old equipment from site to Germiston depot.	sum	1		
2	Supply and install outdoor 11kV circuit breaker.	ea	1		
3	Modify the H-Frame structure to install circuit breaker.	sum	1		
4	Supply and discharge 30 Mpa ready mix over 100m trench and in steel conduit.	ea	1		
5	Supply install and insulated steel conduit from circuit breaker to the ground and fill it with concrete to house power cable.	ea	10m		
6	Supply and install control panel for circuit breaker.	ea	1		
7	Supply, trench and install a 50mm x 3 CORE XLPE, PVC cable with its associated termination kits from transformer to circuit breaker in the H-frame.	ea	100m		
8	Supply and install 95mm ² PVC earth cable.	ea	20m		
	Supply and install 2,5mm ² x12 core control cables.	sum	1		
9	Supply and install multi core cables for the telecontrol.	sum	1		
10	Do Hi-potting on the H/V cable.	sum	1		
11	Security.	sum	1		
12	Installation, Testing and Commissioning	sum	1		
13	P's and G's (Labour, site establishment, transport, civil works, soil testing and preparations, etc)	sum	1		
A	Total Price for Henley on Klip =			R	
B	Contingency (10% of A) =			R	
C	SUB TOTAL (A+B) =			R	
D	VAT (14% of C) =			R	

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E	Gross Total (C+D) =	R
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Contract Data

Works Information

2.0 Description of work

- 2.1 The Contractor shall dismantle, remove and transport all old equipment from site to Germiston depot where it will be handled by Transnet Freight Rail.
- 2.2 Supply and install outdoor VCB 11kV circuit breaker in accordance with the specification BBB 1267.
- 2.3 The Contractor shall modify the H-Frame structure to accommodate the installation of circuit breaker.
- 2.4 Supply, trench and install a 50mm x 3 CORE XLPE, PVC cable with its associated termination kits from transformer in outdoor yard to circuit breaker in the H-frame.
- 2.5 Supply and install steel conduit from circuit breaker in the H-frame to the ground and fill it with concrete to house power cable. Steel conduit will be welded against the H-frame structure but insulated by means of wood brackets.
- 2.6 Supply and install 95mm² PVC earthing cables.
- 2.7 Supply; connect and install 2,5mm² x12 core control cables from circuit breaker to the control panel.
- 2.8 Supply and install multi core cables from panel to telecontrol equipment.
- 2.9 Supply termination kits per cable installation. All cabling and wiring shall be in accordance with specification BBC 0198 version 1 and SANS 10142-1.
- 2.10 Supply and install control panel rated at 11kV, 3phase, 50 Hz.
- 2.11 The rated continuous current shall not be less than 630 A.
- 2.12 The rated short circuit breaking current shall not be less than 20 KA.
- 2.13 The short time withstand current rating for the medium voltage equipment supplied shall not be less than 20 kA for 3s.
- 2.14 Operational with control voltage of 110 d/c.
- 2.15 Ammeters in all panels. The current in all three phases shall be readable.



- 2.16 Sockets for winding, protection and metering testing.
- 2.17 Trip, close and Neutral selector switch with indication. Trip indication shall be green and close indication shall be red.
- 2.18 Selector switch with Local/Remote operation.
- 2.19 Supply security for the duration of the contract.

3.0 SUPPLY AND INSTALLATION OF CABLES

- 3.1 Contractor shall supply and install all the control and power cables in accordance with the specifications BBC 0198 version 1 and CEE 0023 of 1990.
- 3.2 The Contractor shall divide the existing trench in order to accommodate both the HT and LT cables by making use of bricks laying.
- 3.3 The Contractor shall make provision for terminating the armoured cables both in the substation indoor building and outdoor yard.
- 3.4 The Contractor shall supply joint kits and all necessary terminations. All busbar connections shall be silver tinned and connection grease shall be used.
- 3.5 Nuts and bolts on busbar connections shall be stainless steel.
- 3.6 All direct current wiring shall be done in grey coloured wire.
- 3.7 Colour Red, White and Blue shall be used for AC circuits only. All alternating current wiring shall be colour coded using the standard colours red, white, blue and black for neutral.
- 3.8 Panels shall be colour coated in accordance with SANS 1274.
- 3.9 Screw on terminal lugs shall be used on all the protection relays.
- 3.10 All new and existing cables and wiring shall be clearly labelled by using an approved slide on wiring label system as described.
- 3.11 The Contractor shall notify Transnet Freight Rail on completion of the panels in order to witness functional tests on the premises of the Contractor before delivery.
- 3.12 The Contractor shall incorporate all existing equipment functions into the schematic drawings as per specification CEE 0224 of 2002.
- 3.13 Control panel shall be insulated from the substation floor.



4.0 STEELWORK

- 4.1 The design, supply and installation of all steel structures for the support of equipment shall be the responsibility of the Contractor. This shall be in accordance with Transnet freight rail specification CEE.0183.2002.
- 4.2 The manufacture of any steelwork shall not take place prior to the approval of the design drawings by the Supervisor/ Electrical Officer.
- 4.3 Transnet Freight Rail shall inspect the steelwork at the manufacturers works prior to dispatch.
- 4.4 All fasteners (nuts & bolts) shall be secured using flat and spring washers where necessary.
- 4.5 All steelwork shall be galvanized in accordance with SANS 121 and, where required painted in accordance with specification CEE 045 of 2002/1.

5.0 INSTALLATION

- 5.1 The Contractor shall be responsible for the transport to site, off-loading, handling, storage and security of all material required for the construction/execution of the works.
- 5.2 Contractor shall supply multi core cable and connect the tele-control. The substation shall not be switched on unless the tele-control is fully operational.
- 5.3 Insulated lugs, of the crimp on type, shall be used to terminate wiring onto equipment, strip connectors and protection relays.

6.0 INTERCONNECTION OF EQUIPMENT

- 6.1 High conductive silicon grease shall be liberally applied to all the connections.
- 6.2 Where applicable, the Contractor will be responsible to connect and interconnect the control wiring and cabling of existing equipment to the new and old equipment.
- 6.3 All dissimilar metal connections (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 acceptable).

7.0 SITE TESTS

- 7.1 The equipment shall be inspected/tested and approved by Transnet Freight Rail Quality Assurance at the Contractor's workshop prior to it being taken to site. Only once the approval has been granted can the equipment be taken to site for installation.
- 7.2 The Contractor shall be responsible for carrying out of on-site tests and commissioning of all equipment supplied and installed in terms of this specification and the contractual agreement.
- 7.3 Functional on-site tests shall be conducted on all items of equipment and circuitry to prove the proper functioning and installation thereof.



- 7.4 The Contractor shall submit a detailed list of on-site tests for the approval of the Project Manager or Supervisor.
- 7.5 The Contractor shall arrange for the Supervisor or his representative to be present to witness the on-site tests.
- 7.6 The on-site tests and subsequent commissioning will not commence until ALL CONSTRUCTION work has been completed. Construction staff, material and equipment shall be removed from site prior to the commencement of testing. Testing and commissioning of the power plants equipment will not be allowed to take place in a construction site environment.
- 7.7 The on-site tests shall include the following:
- 7.7.1 Test for the functionality of all electrical circuitry.
 - 7.7.2 Trip tests on relays.
 - 7.7.3 Test on equipment as per manufacturer's instructions.
 - 7.7.4 Insulation tests.
- 7.8 At the completion of the on-site tests, the Project Manager or Supervisor or his representative shall either sign the tests sheets (supplied by the Contractor) as having witnessed the satisfactory completion thereof, or hand to the Contractor a list of defects requiring rectification.
- 7.9 Upon rectification of defects, the Contractor shall arrange for the Project Manager or Supervisor or his representative to certify satisfactory completion of on-site tests.
- 7.10 Acceptance by the Project Manager or Supervisor of satisfactory completion of on-site tests in no way relieves the Contractor of his obligation to rectify defects which may have been overlooked or become evident at a later stage.
- 8.0 COMMISSIONING OF EQUIPMENT**
- 8.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.
- 8.2 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 8.3 The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period.
- 8.4 It is the Contractor's responsibility to satisfy 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.
- 8.5 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.
- 9.0 GUARANTEE AND DEFECTS**
- 9.1 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.
- 9.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.



- 9.3 The guarantee period for these 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.
- 9.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.
- 9.5 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.
- 9.6 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 9.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Supervisor and at the cost of the Contractor.
- 9.8 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.
- 10.0 QUALITY AND INSPECTION**
- 10.1 Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful Contractor.
- 10.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.
- 10.3 The Contractor shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place.
- 10.4 The Contractor shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place.

Contract Data

Works Information

11.0 Specifications

11.1 South African National Standards:

11.1.1 SANS 1091

National colour standard.

11.1.2 SANS 763

Hot dip galvanised zinc coating.



11.1.3 SANS 121 Iron or steel Article.	Hot Dip Galvanised Coating for Fabricated
11.1.4 SANS 8528	Reciprocating internal combustion engine driven alternating current generating set.
11.1.5 SANS 10142	Wiring Code.

11.2 Transnet Freight Rail:

11.2.1 BBB 5452 version 3	Transnet freight rail requirements for installation of electrical equipment for 3 kV DC substations.
11.2.2 BBB 5452 version 3	Transnet freight rail requirements for installation of electrical equipment for 3 kV DC substations.
11.2.3 CEE TBK 0027	Control circuit diagrams – NO volt operation.
11.2.4 CEE TBK 0028	Trip, lockout and indication circuit diagram.
11.2.5 BBC 0198 version 1	Specifications for the supply of cables.
11.2.6 CEE.0023.80	Specifications for installation of cables.
11.2.7 CEE.0046.2002/1	Painting of steel Components of Electrical Equipment.
11.2.8 CEE.0183.2002	Hot dip galvanising and painting of electrical equipment.
11.2.9 CEE.0224.2002	Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract.
11.2.10 BBB 4152 Ver-1	Indoor, high voltage, alternating current switchgear and control gear.
11.2.11 CEE.0224.2002:	Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract.

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

11.3 Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)

12.0 Constraints on how the Contractor Provides the Works

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



13.0 Requirements for the programme

- 13.1 Programme of work : To be submitted by successful Contractor
- 13.2 CIDB rating : 2EPPE OR 3EP and above
- 13.3 Format : Bar chart
- 13.4 Information : How work is going to be executed and commissioned
- 13.5 Submission : Not Applicable
- 13.6 Site diary : Successful Contractor to supply in triplicates carbon copies
- 13.7 Site instruction book : Successful Contractor to supply in triplicates carbon copies

14.0 Services and other things provided by the Employer

- 14.1 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 14.2 Upon successful completion of the works to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform necessary protection tests and commission the equipment.

Contract Data
Site Information

The works shall be performed at Henley on Klip substation.

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SECTION 4

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

A Supplier 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). Please note that any alternative offered will be compared with and measured against acceptance of the provisions of this RFQ or alternatives offered by other Respondents.

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 or services specified in the Order [collectively, the **Products**] from the person to whom the Order is addressed [**the Supplier**]. Transnet does not accept any other conditions which the Supplier 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

Products shall conform strictly with the Order. The Supplier 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 warrants that the Products 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 obligations under the Order.

3.2 The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier 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 if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.

3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

4 PRICE AND PAYMENT

4.1 Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and



month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the Supplier's 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, 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 Products or any written material provided to Transnet relating to any Products 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 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 following a design or process originated and furnished by Transnet. The Supplier shall either

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

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

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier 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 shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS

If the production or provision of any Products involves research and/or development which is 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.

**8 PUBLICITY**

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

9 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

10 TERMINATION OF ORDER

Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier 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 when such work on the Order shall stop. Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier 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 shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated. In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances. If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

11 ACCESS

The Supplier 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 employees. The Supplier 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.

12 WARRANTY

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [*inter alia*] the supply, manufacture and use of the Products 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 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.

13 INSOLVENCY

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

14 ASSIGNMENT

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

15 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.

16 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 hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier 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 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.

17 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 12. 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.

18 COUNTERPARTS

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



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

SIGNED at _____ on this _____ day of _____ 20__

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

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

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

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

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



Section 5 VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate and **certified copy** of VAT Registration Certificate
7. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Vendor Application Form

Company trading name			
Company registered name			
Company Registration Number or ID Number if a Sole Proprietor			
Form of entity [v]	CC	Trust	Pty Ltd
	Limited	Partnership	Sole Proprietor
VAT number [if registered]			
Company telephone number			
Company fax number			
Company email address			
Company website address			
Bank name		Branch & Branch code	
Account holder		Bank account number	
Postal address			
			Code
Physical Address			
			Code



Contact person						
Designation						
Telephone						
Email						
Annual turnover range [last financial year]	< R5 m		R5 - 35 m		> R35 m	
Does your company provide	Products		Services		Both	
Area of delivery	National		Provincial		Local	
Is your company a public or private entity	Public		Private			
Does your company have a Tax Directive or IRP30 Certificate	Yes		No			
Main product or services [e.g. Stationery/Consulting]						

Complete B-BBEE Ownership Details:

% Black ownership		% Black women ownership		% Disabled Black ownership	
Does your company have a B-BBEE certificate	Yes			No	
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the firm employ	Permanent		Part-time		

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person			
Contact number			
Transnet Operating Division			

Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	