



**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No RME CPT 121/2014**

**FOR THE SUPPLY AND DELIVERY OF: 11KV TRANSFORMER FEEDER PANEL C/W  
PROTECTION RELAY**

**FOR DELIVERY TO:**

**PORT OF EAST LONDON**

**ISSUE DATE:**

**27 JUNE 2014**

**CLOSING DATE:**

**10 JULY 2014**

**CLOSING TIME:**

**10:00**

**"PREVIEW COPY ONLY"**

**Section 1**  
**NOTICE TO BIDDERS**

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

**METHOD:** Post; Courier and Hand delivery  
**CLOSING VENUE:** SEE BELOW FOR CLOSING VENUE

**1 Responses to RFQ**

Responses to this RFQ [**Quotations**] must not include documents or references relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter. Proposals must reach the Secretariat, Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

**RFQ No:** RME CPT 121/2014  
**Description:** SUPPLY AND DELIVERY OF: 11KV TRANSFORMER FEEDER  
PANEL C/W PROTECTION RELAY

**Closing date and time:** 10 JULY 2014 AT 11:00 Sharp

**Closing address** [Refer to options in Delivery Instructions for RFQ below]

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

**1 DELIVERY INSTRUCTIONS FOR RFQ**

**1.1 Delivery by hand**

If delivered by hand, the envelope is to be deposited in the Transnet Freight Rail (RME) Tender box which is located at the main entrance of Transnet Park, Robert Sobukwe Road, Bellville, and should be addressed as follows:

THE SECRETARIAT  
ACQUISITION COUNCIL  
TRANSNET PARK  
TENDER BOX  
ROBERT SOBUKWE ROAD  
BELLVILLE 7535

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

### 1.2 Dispatch by courier

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

THE SECRETARIAT  
TRANSNET ACQUISITION COUNCIL  
6TH FLOOR  
TRANSNET PARK  
ROBERT SOBUKWE ROAD  
BELLVILLE 7535

Please note that this RFQ closes punctually at **10:00 on Thursday, 10 July 2014.**

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

## 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 that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFQ and all Bids received are equal to or below R1 000 000.00, the RFQ must be cancelled.

The value of this bid is estimated to be below R1 000 000.00 (all applicable taxes included) and therefore the **80/20** system shall be applicable. When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

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

As such, Transnet will accept B-BBEE certificates issued based on the revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

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

*[Refer clause 19 below for Returnable Documents required]*

### 3 Communication

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 employees:

Name: Frans Louw Email: Frans.Louw@transnet.net  
Telephone: 083 852 0774

Respondents may also, at any time before or after the closing date of the RFQ, communicate with the following Transnet Employee on any administrative matters relating to its RFQ response:

Name: Troy Stevens  
Telephone: 021 940 1892 Email: Troy.Stevens@transnet.net

### 4 Tax Clearance

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

**5 VAT Registration**

The valid VAT registration number must be stated here: \_\_\_\_\_ [if applicable].

**6 Legal Compliance**

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

**7 Changes to Quotations**

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

**8 Pricing**

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

**9 Prices Subject to Confirmation**

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

**10 Negotiations**

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

**11 Binding Offer**

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

**12 Disclaimers**

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

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

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

**13 Transnet's supplier integrity pact**

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

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

<b>YES</b>		<b>NO</b>	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

#### 14 Evaluation Criteria

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

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
<b>Final weighted evaluation based on preference point system as indicated in paragraph 2</b>	<ul style="list-style-type: none"> <li>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</li> <li>B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated below.</li> </ul>

<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.

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**15 Validity Period**

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ. This RFQ is valid until \_\_\_\_\_.

**16 Banking Details**

BANK: \_\_\_\_\_  
 BRANCH NAME / CODE: \_\_\_\_\_  
 ACCOUNT HOLDER: \_\_\_\_\_  
 ACCOUNT NUMBER: \_\_\_\_\_

**17 Company Registration**

Registration number of company / C.C. \_\_\_\_\_  
 Registered name of company / C.C. \_\_\_\_\_

**18 Disclosure of Prices Quoted**

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

YES  NO

**19 Returnable Documents**

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

- a) Respondents are required to submit with their Quotations the **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 all these Documents are returned with their Quotations.***

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

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 2 : Quotation Form	

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

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

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

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 1 : Notice to Bidders	
- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and OSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- 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	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	



Essential Returnable Documents	Submitted [Yes or No]
- Certified copies of the company's shareholding/director's portfolio	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
- Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	

c) In addition to the requirements of paragraph a) and b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by indicating [Yes or No] in the table below:

Additional Documents	SUBMITTED [Yes or No]
ANNEXURE A : B-BBEE Preference Points Claim Points Claim Form	

"PREVIEW COPY ONLY"

## 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 Quotation, and/or having to accept any less favourable offer.

### Price Schedule

I/We quote as follows for the Supply and Delivery of 11KV Transformer Feeder Panel C/W Protection Relay for the Port of East London, prices excluding VAT:

Item No	Description	Quantity	Unit of Measure	Total Price (ZAR)
1.	11KV transformer feeder panel c/w protection relay as per data sheet 16684-E-D-01 spec 16684-E-S-01 attached MV switchboard schedule. Refer to Attached Specification and data sheet – <b>ANNEXURE B</b>	1	Each	

**Delivery Lead-Time from date of purchase order:** \_\_\_\_\_ [days/weeks]

#### 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 specifications, 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/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 Risk of loss or damage to Goods shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Goods has been effected.

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

#### 5 PROPRIETARY RIGHTS LIABILITY

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

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

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

#### 6 PROPRIETARY INFORMATION

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

materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

#### **7 DEVELOPMENT WORK IN THE PRODUCTION OF GOODS**

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.

#### **8 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.

#### **9 AFTER SALES SERVICE**

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Goods supplied for the duration of the warranty period, from delivery of any particular item of the Goods 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 Goods, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Goods at a level to be agreed with Transnet.

#### **10 TERMINATION OF ORDER**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.

**11 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.

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

**13 INSOLVENCY**

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

**14 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.

**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/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.

**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. 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.

"PREVIEW COPY 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 \_\_\_\_\_ 2014

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

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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



**Section 4  
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 copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid Company Registration Certificate [if applicable]

**Vendor Application Form**

Company trading name \_\_\_\_\_

Company registered name \_\_\_\_\_

Company Registration Number or ID Number if a Sole Proprietor \_\_\_\_\_

Form of entity []  CC  Trust  Pty Ltd  Limited  Partnership  Sole Proprietor

VAT number [if registered] \_\_\_\_\_

Company telephone number \_\_\_\_\_

Company fax number \_\_\_\_\_

Company email address \_\_\_\_\_

Company website address \_\_\_\_\_

Bank name \_\_\_\_\_ Branch & Branch code \_\_\_\_\_

Account holder \_\_\_\_\_ Bank account number \_\_\_\_\_

Postal address \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

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      % Youth ownership

Does your entity have a B-BBEE certificate      Yes      No

What is your B-BBEE status [Level 1 to 9 / Unknown]

How many personnel does the entity 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	

## ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

### 1. INTRODUCTION

- 1.1 A total of **20** preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

### 2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **EME** means any enterprise with an annual total revenue of R5 [five] million or less as per the

2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined forms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFQ will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest

number of preference points for B-BBEE.

- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

4.2

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4.3 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

4.4 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.

4.5 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.6 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.7 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.

4.8 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

4.9 Tertiary institutions and public entities will be required to submit their B-BBEE status level

certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

- 4.10 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.11 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.12 Bidders are to note that in terms of paragraph 2.6 of Statement 006 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

**5. B-BBEE STATUS AND SUBCONTRACTING**

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

**5.2 Subcontracting:**

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

**5.3 Declaration with regard to Company/Firm**

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

Partnership/Joint Venture/Consortium

One person business/sole propriety

- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities

.....

.....

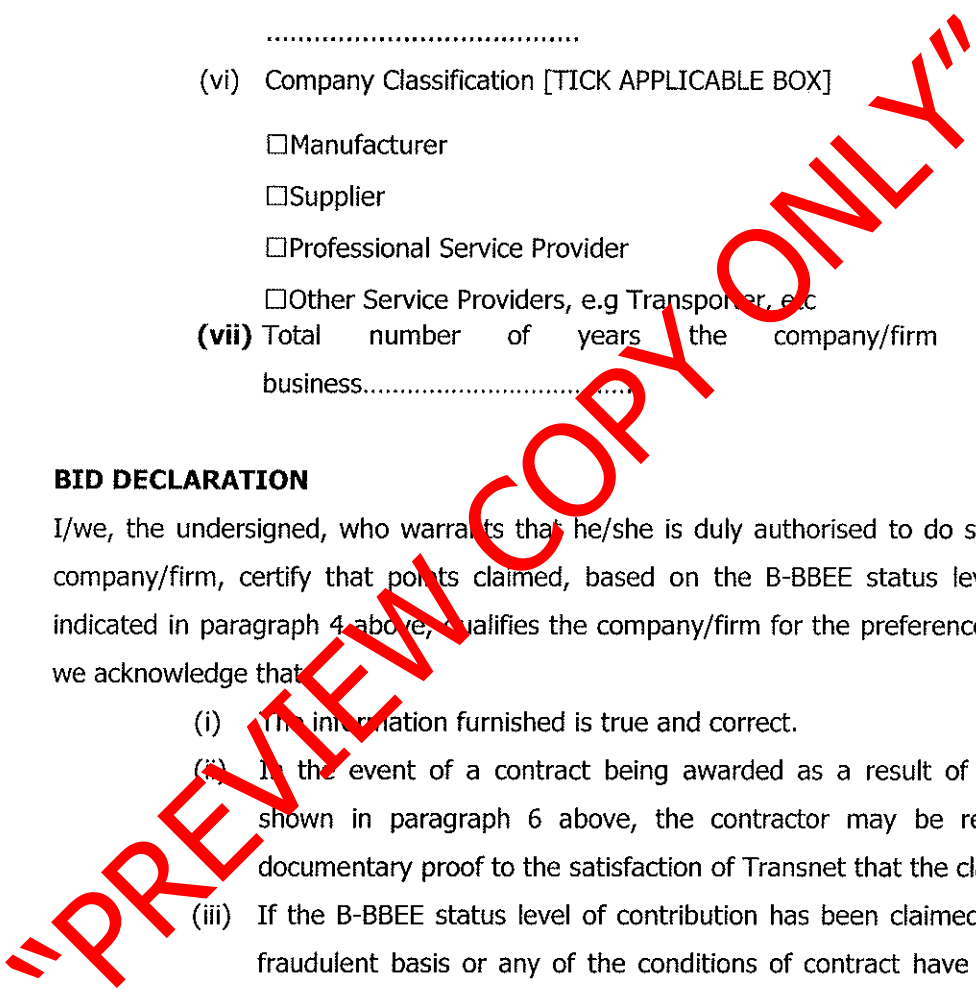
.....

.....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....



**BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other



side] rule has been applied; and/or  
(e) forward the matter for criminal prosecution.

**WITNESSES:**

- 1. ....
- 2. ....

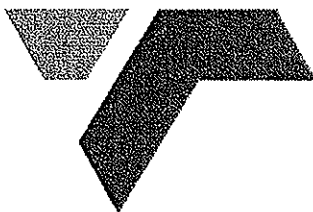
SIGNATURE OF BIDDER
---------------------

DATE:.....  
 COMPANY NAME: .....  
 ADDRESS:.....

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# ANNEXURE B

TRANSNET



*national ports  
authority*

TNPA EAST LONDON

TANKER BERTH FIRE PROTECTION SYSTEM UPGRADE

**SPECIFICATION**

**MV Switchgear**

DOCUMENT NUMBER: 16684-E-S-01 Rev A

Revision	Date	Description
A	27/02/2013	Issued for tender



**KANTEY & TEMPLER** (PTY) LTD

CONSULTING ENGINEERS  
REG. NO. 1966/09839/07

TEL: 031 266 6535  
FAX: 031 266 5786  
WEB: [www.kanteys.co.za](http://www.kanteys.co.za)  
E-MAIL: [kt@dbn.kanteys.co.za](mailto:kt@dbn.kanteys.co.za)  
P O BOX 1621, WANDSBECK, 3631

*empowering African Development*

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1. SCOPE OF SUPPLY

1.1. Engineering, design, drawings, procurement, manufacture, inspection, factory acceptance testing, packaging, delivery to site, off-loading, installation, site acceptance testing and commissioning of MV SWITCHGEAR as specified on the attached data sheets and drawings.

1.2. Order of precedence:

- 1) Legislation, Standards and Codes of Practice (See Section 2)
- 2) Reference Drawings and Data Sheets (See Section 3)
- 3) Technical Specification (See Section 4)
- 4) Engineering Notes (See Section 6)

2. LEGISLATION, STANDARDS AND CODES OF PRACTICE

NUMBER	TITLE	Rev
OHSA	Occupation Health & Safety Act (act 85 of 1993), with Regulations	as amended
ISO 9001 – 9004	Quality Management Systems	2000
IEC 60255	Measuring relays and protection equipment	
SANS IEC 60265-1	High-voltage switches Part 1: Switches for rated voltages above 1 kV and less than 52 kV	1998
SANS IEC 60694	Common specifications for high-voltage switchgear and controlgear standards	2002
SANS IEC 62271-1	High-voltage switchgear and controlgear Part 1: Common specifications	2008
SANS IEC 62271-100	High-voltage switchgear and controlgear Part 100: Alternating-current circuit-breakers	2009
SANS IEC 62271-102	High-voltage switchgear and controlgear Part 102: Alternating current disconnectors and earthing switches	2003
SANS IEC 62271-200	High-voltage switchgear and controlgear Part 200: AC metal-enclosed switchgear and controlgear for rated voltages above 1 kV and up to and including 52 kV	2004
SANS IEC 60529	Degrees of protection provided by enclosures (IP code)	2001

3. REFERENCE DRAWINGS / DATASHEETS / DOCUMENTS:

NUMBER	TITLE	Rev
16684-E112	MV Switchgear Schedule	A
16684-E-D-01	MV Switchgear Data Sheet	A

#### 4. TECHNICAL SPECIFICATIONS:

##### 4.1. General

Switchgear shall be designed to minimise any risk of short circuits and to ensure personnel and operational safety during all operating conditions, inspections and maintenance.

Switchgear shall be of the metal-clad, withdrawable type, manufactured to match the existing Reyrolle switchboard as far as possible.

The lay-out of the operational front and the location of the components of the assembly shall be arranged to match the existing Oil Tanker Substation 11kV Switchboard panels as far as possible. No operational equipment or metering apparatus shall be located at levels below 200 mm and above 2 000 mm.

##### 4.2. Circuit Breaker Units

Stored energy operating mechanisms shall be used.

Anti-pumping devices shall be included to prevent 'pumping actions' of the mechanism.

##### 4.3. Earthing

Earthing facilities shall be provided at both ends of the main earthing bus.

An integrally mounted three phase earthing switch, capable of making and carrying the prospective short circuit current, and suitable for local, manual operation, shall be provided on the cable side of all MV switching devices.

The operation of the earthing switch shall be interlocked, allowing closure of the earthing switch only when the MV switching device is not in the service position.

Earthing devices shall be equipped with a mechanically operated position indicator which shall be clearly visible without removal or opening of panel doors or covers.

Padlocking facilities shall be provided for locking the earthing device in the open and closed position.

When an earthing device has been fitted in a compartment, it shall not be possible to insert a withdrawable switching device into the service position of the compartment concerned.

##### 4.4. Auxiliary contacts

Auxiliary devices shall be directly operated by the switching device. The contacts shall be wired up to the terminal blocks in the LV control compartment.

##### 4.5. Secondary wiring and terminals

Secondary wiring shall not be mounted direct to metal. To accommodate and support the wiring, covered plastic channels, insulated tubes or plastic strips shall be used. The filling factor for channels and tubes shall not exceed 70%.

Internal wiring between panels shall be adequately protected against mechanical damage by e.g. rubber grommets. Wiring passing through MV compartments shall be installed in conduit or trunking to facilitate the replacement of the wiring without the need to de-energise the MV compartment.

For bus wiring and outgoing control circuits, individual terminals shall be provided for each external conductor.

Wiring and terminals shall be identified in accordance with the related wiring diagrams.

##### 4.6. Closing, Opening and Tripping

Closing, opening and tripping functions shall be electrically activated using the existing switchboard DC supply.

##### 4.7. Name Plates and Labelling

Name, identification, instruction and warning plates and their fixing materials shall be of durable, corrosion resistant material. They shall be provided with indelible inscriptions in the

language as specified on the requisition. Plates mounted on the outside of the equipment shall be fixed by means of durable self-threading screws or pop rivets.

The following information shall be given on the nameplate installed outside the assembly:

- a) Manufacturer's name;
- b) Customer's switchboard title and tag number;
- c) rated voltage;
- d) rated frequency;
- e) rated current of busbar system;
- f) rated peak and short time withstand current and withstand time;

Each circuit of the assembly shall be provided with a circuit identification label.

In locations where dangerous situations may inadvertently be created, warning plate(s) or caution notice(s) shall be installed, identifying the danger point(s).

#### 4.8. Enclosures

Enclosures shall be free standing and self supporting.

The floor of the switchhouse shall not be considered to be part of the enclosure.

The top of the switchgear shall be sealed to such an extent that the ingress of dripping water is prevented.

All structures, sheeting and other metal parts shall be adequately protected against corrosion. Frame and partitions may be of galvanised steel without further paint coating. Those parts/covers requiring painting shall be properly pre-treated before the final coat(s) of oil resistant finishing paint is applied. Manufacturer's standard colour is acceptable.

#### 4.9. Shutters

Shutters shall be closed and opened automatically by the mechanical drive of the removable part of the switching device when the latter is being racked out of or into the service position.

Each set of shutters, both for the busbar and the cable side, shall be fitted with individual padlock facilities in its closed position. Shutters shall be marked 'BUSBAR' and 'CIRCUIT'.

To facilitate testing, a manually operated device shall be installed to permit opening and fixing in the open position, but not padlocking, of each set of shutters individually. The device shall be overridden by the moving part of the switching unit, restoring the automatic features of the shutters.

#### 4.10. Busbar Systems

Busbar systems shall be located in separate air filled compartments.

Busbars shall be made of copper.

Busbars and connections shall be fully rated, braced and supported to withstand the dynamic, thermal, and dielectric stresses over the full length of the switchgear.

All bolted connections shall be made with high tensile strength bolts effectively secured against loosening.

#### 4.11. Current Transformers

Current transformers shall be in accordance with IEC 60185. The rated output shall match the requirements of the equipment connected. The secondary current rating shall be 1 A.

Secondary terminals of current transformers shall be wired up to a terminal block with short circuiting links, located at an accessible place. At this terminal block one side of each transformer shall be connected to earth.

The instrument security factor (FS) shall be 5 or less in order to prevent damage of instruments at maximum fault current.

Current transformers shall have an appropriate VA rating and a saturation factor that will ensure the proper working of the protection devices for all short-circuit currents up to the rated value of the switchgear.

#### 4.12. Measuring Instruments

Measuring instruments shall have an accuracy class 2.5. They should be of the square pattern type 96 x 96 mm, and mounted at a suitable height for easy reading from the front. Scales shall be in actual values.

#### 4.13. Protection Relays

Protection relays shall be microprocessor based devices.

Protection relays shall be flush mounted, withdrawable type. Current carrying terminals shall be automatically short circuited when the relays are withdrawn.

Relays shall be capable of withstanding the output current of the associated current transformers corresponding to a primary current equal to the specified short circuit withstand current and withstand time of the assembly.

Contact rating and performance shall be in accordance with IEC 60255.

Protection relays shall derive their power supply from the tripping supply bus-wiring. The relays shall not initiate a trip of the circuit in case of a loss of power supply.

Protection relays shall have clear operating indications.

Protection relays shall have manual reset facilities.

Overcurrent relays shall allow selection of inverse definite minimum time (normal, very and extremely) and definite time characteristics, and high set instantaneous elements which can be set on infinity if not required.

Earthfault relays shall allow selection of inverse definite minimum time (normal, very and extremely) and definite time characteristics, and high set instantaneous elements which can be set on infinity if not required.

#### 4.14. Cable Terminations

Cable compartments shall be of adequate size for splitting, sealing and terminating multi-core cables including the utilisation of stress cones.

Separate termination compartments for MV and LV connections shall be provided.

Inside the compartments, adequate provisions shall be fitted for earthing the screen and/or armouring of each cable independently.

### 5. INSPECTION AND TESTING SPECIFICATIONS

- a) The Manufacturer shall perform routine tests in accordance with SANS IEC 60694 Clause 7 and SANS IEC 62271-200 Clause 7 on the total assembly. The results shall be recorded on a Routine Test Certificate.
- b) Inspection and tests shall be carried out on the complete assembled switchgear. Transportable units can be wired together instead of completing busbar joints.
- c) The Principal or his Nominee shall witness the final routine testing after all work and factory testing by the Contractor has been completed.
- d) Switchgear shall be visually inspected for conformity with the latest issue of the approved drawings and with the order. The following shall be verified:
  - the degree of protection of the enclosure;
  - the effectiveness and reliability of operating mechanisms, (pad)locks and interlock systems;
  - the proper mounting of components;
  - the internal wiring and cabling system;
  - the correct wiring of main and auxiliary circuits;
  - the suitability of clamping, earthing and terminating arrangements;
  - the correct labelling of functional units;
  - the completeness of the data on the nameplate;
  - the availability of the earthing system throughout the switchgear;

- e) Insulation resistance testing shall be carried out by applying a Megger between each phase and earth, with the two remaining phases connected to earth. This test shall be carried out with all manually operated and latched type switching devices closed in the service position.
- f) Dielectric tests shall be carried out as follows:
  - 11kV circuits: 28kV, 50Hz for 1 minute
  - Control and auxiliary circuits: 2 times rated insulation voltage plus 1000V with a minimum of 2000V, 50Hz for 1 minute
- g) Full function testing of the mechanical and electrical operation of all functional units shall be conducted. Electrical tests shall include primary injection testing to prove measuring and protection circuits

6. ENGINEERING NOTES NOT COVERED ELSEWHERE

- a) If there are any documents listed in Section 3 which have not been included in the package received by the Supplier, advise Engineer so that copies of the missing documents can be forwarded to you.
- b) The Supplier is responsible for ensuring that the design and construction are in accordance with the specifications and codes referred to in the requisition and/or drawings. Any deviations to specification and codes shall be clearly identified in a separate schedule returned with the tender.
- c) The Supplier shall bring to the Engineer's attention any conflicts and/or discrepancies found in the documentation for clarification. Any unauthorized deviations or changes implemented by the Supplier may result in the tender, components or equipment being rejected by the Engineer.
- d) The Supplier shall provide the Engineer with a minimum of one (1) weeks notification for the witnessing of inspections and factory testing. Prior to inspection and factory testing the Supplier shall provide the Engineer with adequate proof that the Supplier's QA / QC activities have been completed. Supplier shall supply all necessary tools and testing equipment required.
- e) Acceptance of inspections and factory testing does not constitute a waiver of requirements to meet field test under specified operating conditions, nor does it relieve the Supplier of his responsibilities in any way whatsoever, including the acceptance of deviations to specification.



7. SUPPLIER'S DATA AND DOCUMENTATION

a) Supplier is advised that the documentation requirements as detailed in this section are a critical requirement of this requisition. Overall project performance will be affected without the timely receipt of this data and could result in unnecessary delays and payment retention.

Item	Document Description	Copies	Due Date
1	Schedule of deviations to specification	1	with tender
2	Completed datasheets	1	with tender
3	Manufacturing and delivery program with milestones	1	with tender
4	List of applicable type test certificates	1	with tender
5	* Dimensional General Arrangement drawing	1	with tender
6	Schematic Diagrams	1	PO + 4wks
7	Manufacturing Quality Control pack	1	FAT
8	Commissioning and final testing pack	1	SAT
9	Installation, Operating and Maintenance manuals	2	delivery

- b) The Supplier may not proceed with fabrication of any item until reviewed documents are approved by Engineer.
- c) Review of the Supplier documents by Engineer does not relieve the Supplier of his responsibility to properly comply with the codes, drawings, calculations, standards and specifications which apply to the design, sizing and fabrication of these goods.
- d) General Arrangement drawing shall indicate the main dimensions, panel layout, floor plan, cable entry, anchor bolt locations, earth connections, equipment masses and allowable bolt torque settings and minimum clearances around the assemblies for ventilation and safety during operation and maintenance.
- e) Documents marked (\*) shall be issued "As-built" upon completion of Site Acceptance.
- f) Drawings and data supplied shall be rejected if not in accordance with the requirements as laid down in this specification.

**"PREVIEW COPY ONLY"**



**ELECTRICAL DATA SHEET**  
**MV SWITCHGEAR**

Document No:	16684-E-D-01
Rev:	A
Sheet:	1 of 1

**1. REFERENCE DOCUMENTS**

Applicable standard	SANS IEC 62271-200:2011
Specification	16684-E-S-01
Single line diagram	
Schedule	16684-E112

**2. NORMAL AND SPECIAL SERVICE CONDITIONS**

		User requirements	Supplier proposals
Service condition		indoor, tropical	
Ambient temperature (min/max/24hr ave)	°C	+4/+40/+35	
Altitude	m	0	
Pollution degree		3	
Excessive dust or salt		yes, sea air	

**3. RATINGS**

		User requirements	Supplier proposals
Rated voltage ( $U_r$ )	kV	12	
Number of phases		3	
Rated power-frequency insulation level	kV	28	
Rated lightning impulse insulation level	kV	75	
Rated frequency	Hz	50	
Rated nominal busbar current ( $I_n$ )	A	1750	
Rated short-time withstand current ( $I_k$ )	kA	25	
Rated peak withstand current ( $I_p$ )	kA	62.5	
Rated duration of short circuit ( $t_k$ )	s	1	
Rated control voltage:			
- Closing	V	110 DC	
- Tripping	V	110 DC	
- Indication and Control	V	110 AC	
Internal arc fault classification IAC:			
- Accessibility		type A	
- Sides		F / L / R	
- Classification test value ( $I_{ac}$ )	kA	25	
- Classification test duration ( $t_{ac}$ )	s	0.5	
Type of system neutral earthing		solidly earthed	

**4. DESIGN AND CONSTRUCTION**

		User requirements	Supplier proposals
Busbar system		single	
Number of sections		1	
Interlocking devices		no	
Spare auxiliary contacts		2 N/O, 2 N/C	
Pendant control socket		yes, as per existing	
Degree of protection:			
- Doors closed		IP43	
- Doors open		IP2X	
- Between compartments		IP3X	
Cable entry:			
- Power		bottom	
- Control		bottom	
Finish paint colour		to match existing	

Originator: A Kruger	Date: 27/02/13	EQUIPMENT: 11kV Switchgear	Rev: A
Checked: M Bonner	Date:	PLANT: Oil Tanker Substation	Date: 27/02/13
Approved: A Kruger	Date:	CONSIGNEE: TNPA East London	Sign:



MEDIUM VOLTAGE SWITCHBOARD SCHEDULE

Contract No. 16684  
Requisition No.

1	Panel label reading		Tx 0						
2	Panel identification number		0						
3	Type of switching device		CB						
4	SF6, Vacuum or Air		Vacuum						
5	Rated current switching device	A	630						
6	Rated current HV fuses	A							
7	Rating of transformer	kVA	800						
8	<b>MAIN CABLES</b>								
9	Type		XLPE/SWA						
10	Cores x mm <sup>2</sup>		3x95mm <sup>2</sup>						
11	Diameter, overall	mm							
12	Cable No.		P001						
13	<b>CONTROL CABLES</b>								
14	Type		PVC/SWA						
15	Cores x mm <sup>2</sup>		7cx1.5mm <sup>2</sup>						
16	Diameter, overall	mm							
17	Cable No.		C001						
18	Type								
19	Cores x mm <sup>2</sup>								
20	Diameter, overall	mm							
21	Cable No.								
22	<b>VOLTAGE TRANSFORMERS</b>								
23	Secondary	V							
24	Rating	VA							
25	Class								
26	<b>CURRENT TRANSFORMERS</b>								
27	Ratio (Protection)	A	100/1						
28	Rating	VA							
29	Class		100/10						
30	Ratio	A							
31	Rating	VA							
32	Class								
33	Ratio (Metering)	A	100/1						
34	Rating	VA							
35	Class		1						
36	<b>RELAY PROTECTION</b>								
37									
38	Differential								
39	Overcurrent		X						
40	Overvoltage								
41	Undervoltage								
42	Earth fault		X						
43	Lock Out Relay								
44	Neutral overcurrent								
45	Reverse power								
46	Negative phase sequence								
47	Transformer Protection (touch, temperature)		X						
48	<b>INSTRUMENTS &amp; CONTROL</b>								
49	Voltmeter	AC							
50	Ammeter	AC (15 min integrated max demand)	X						
51	Trip/Normal/Close switch		X						
52	Local/Remote switch		X						
53	Pendant control socket		X						
54	<b>INSTRUMENTS &amp; CONTROL</b>								
55	Cable live indicator								
56	Lamp test PB								
57	CB Open/Closed								
58	CB Racked In/Racked Out								
59	CB Spring Charged/Discharged								
60	Protection Trip		X						
61									

PREVIEW COPY ONLY

Made by:	A Kruger	Date:		EQUIPMENT :	11kV Switchgear	Rev	A
Checked:	M Bonner	Date:		PLANT :	Oil Tanker Substation	Date	27/02/12
Approved:		Date:		CONSIGNEE :	TNPA East London	Sign	
Eng. by :	Kantley & Templer					Document No.	16684-E112
Principal :	TNPA East London					Sheet No.	1 of 1