

# SPOORNET (INFRASTRUCTURE)(ELECTRICAL)

THIS ISSUE CANCELS  
SPECIFICATION NO.  
CEE.0117 AND T-S2F-2.

## MANUALLY OPERATED 3KV DC TRACK SECTIONING SWITCHES AND ISOLATING AND EARTHING SWITCHES

**"PREVIEW COPY ONLY"**

This specification covers the requirements of manually operated outdoor type track sectioning switches and isolating and earthing switches, for Spoornet's 3kV DC electrified railway system.

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**1.0 SCOPE.**

1.1 This specification covers Spoornet's requirements for manually operated outdoor type, on-load track sectioning switches and isolating and earthing switches, for a 3kV DC electrified railway system, herein referred to as switches.

1.1.1 The principal application of the track sectioning switches call for :

1.1.1.1 Normal operation OPEN-CLOSE of heavy duty traction substation and tie station feeder circuits to overhead traction network and sectioning in the case for the track sectioning switches.

1.1.2 The principal application of isolating and earthing switches call for :

1.1.2.1 the isolating and earthing of OHTE power lines in railway sidings.

1.1.2.2 switches to be rated as defined in clause 8.2.1.

**2.0 REFERENCES.**

2.1 The following publications are referred to herein.

2.1.1 South African Bureau of Standards.

SABS 177 Part III : Ceramic and Glass Line Post Insulators.

SABS 763 : Hot-Dip (Galvanised) Zinc Coatings (other than on continuously zinc-coated sheet & wire).

2.1.2 Spoornet.

CEE.0012 : Method of Tendering.

CEE.0224 : Drawings, Catalogues, Instruction Manuals and Spares Lists for Electrical Equipment Supplied Under Contract.

2.1.3 IEC specifications.

IEC 1109 : Composite Insulators for AC Overhead Lines with a Nominal Voltage Greater than 1000 Volts.

2.2 The following Spoornet drawings are referred to herein.

CEE-TLB -0037: Typical Track Sectioning Switch (General Arrangement).

CEE-TLB -0038: Typical Siding Switch (General Arrangement).

CEE-TLB -0040: Flexible Connection. AEG Track Sectioning Switch.

CEE-TMFB-0026: Operating Handle Mounting Assembly. OHTE Switch Structure.

CEE-TMHF-0075: Bracket, Switch Mounting. Track Switch Structures.

CEE-TN -0364: Terminal, Lug (Cable Size 160 mm<sup>2</sup>).

**3.0 METHOD OF TENDERING.**

Tendering shall be in accordance with Spoornet specification CEE.0012.

**4.0 APPENDICES.**

- 4.1 Appendix 1:-Technical Data Sheet : Isolating and Earthing Switches.
- 4.2 Appendix 2:-Technical Data Sheet : Track Sectioning Switches.
- 4.3 Equipment offered in these appendices shall be supplied in terms of this specification and no change or substitute will be allowed without written consent of Spoornet.

**5.0 SCHEDULE OF REQUIREMENTS.**

The tender issued by Promat will stipulate the quantity of track sectioning switches or isolating and earthing switches required.

**6.0 SERVICE CONDITIONS.**

The equipment shall be designed and rated for operation under the following conditions.

**6.1 ENVIRONMENTAL CONDITIONS.**

- Altitude: 0 - 1800m above sea level.
- Ambient Temperature: 5°C to 50°C.
- Relative Humidity: As high as 86%.
- Lightning Conditions: Severe.
- Air Pollution: Heavy saline.  
Industrial & steam locomotive fumes.

**6.2 ELECTRICAL CONDITIONS.**

The switches are required to operate on a nominal 3kV DC system, the voltage of which under normal conditions, may vary between 2 500V and 3 750V.

**7.0 DRAWINGS AND INSTRUCTION MANUALS.**

Drawings and instruction manuals shall be in accordance with Spoornet specification CEE.0224.

**8.0 TECHNICAL CLAUSES.**

**8.1 GENERAL.**

- 8.1.1 The switches shall be suitable for normal on-load operation and provided with arcing horns which must also comply with clause 8.2.2. (See drawings CEE-TLB-037 and 038).

Complies/Does not comply

- 8.1.2 The switches specified shall be similar for mounting purposes to the track sectioning switches and isolating and earthing switches used by Spoornet, (See drawings CEE-TLB-037 and 038). Likewise, the linkages between the operating mechanism and the track sectioning switch or isolating and earthing switch shall be similar to that used by Spoornet to operate track sectioning switches and isolating and earthing switches for replacement of existing switches.

Complies/Does not comply

- 8.1.3 The existing track sectioning switches and isolating and earthing switches require an operational thrust on the operating rod of approximately 1 600 Newton to open or close them and the rods shall not deflect or acquire a permanent set under these forces.

Complies/Does not comply

- 8.1.4 The switch shall open with the downward stroke and close with the upward stroke of the operating rod.

Complies/Does not comply

- 8.1.5 The switch and the manual operating mechanism currently in service are mounted on two separate galvanised steel frames (provided by others) which in turn are attached to the switch structure.  
Complies/Does not comply
- 8.1.5.1 The switch shall fit between two vertical plates of which the inside surfaces are 95mm apart. On each plate are two holes of 17mm diameter of which the horizontal distance between centre lines is 190mm. (See drawing CEE-TMHF-075).  
Complies/Does not comply
- 8.1.5.2 The necessary mounting holes shall be drilled in the support frame of the operating handle. Holes to be 13mm diameter spaced in a square configuration horizontally 120mm apart and vertically 44mm apart to suit the mounting frame. (See drawing CEE-TMFB-026).  
Complies/Does not comply
- 8.1.6 The switch will normally be mounted with its base at a height of approximately 4,5m above ground level and the operating mechanism 1,25m above ground level.  
Complies/Does not comply
- 8.1.7 Standard British water pipes, supplied by Spornet to a size specified by the successful tenderer, shall be used for the connecting rod between the switch and the operating mechanism. The sockets, connectors, adjusting devices etc. used in conjunction with these connecting rods shall be supplied to the same standard and by the successful tenderer.  
Complies/Does not comply
- 8.1.8 The stroke required by the operating rod to open or to close the track sectioning switch or isolating or earthing switch shall be approximately 200mm. An adequate means of adjusting the rod shall be provided and the method of adjustment shall be clearly described.  
Complies/Does not comply
- 8.1.9 All parts functioning as bearings and guides shall be constructed of non-ferrous and corrosion inhibiting metal and shall be of the self-lubricating type.  
Complies/Does not comply
- 8.1.10 All fasteners i.e. bolts, nuts, etc. on the switch shall be locked by means of lock washers, lock nuts etc. to prevent the fasteners from working loose during operation.  
Complies/Does not comply
- 8.1.11 It shall be possible to lock the track sectioning switch in both the "OPEN" and "CLOSE" positions by means of a padlock. No other means of locking will be acceptable. The lock will be provided by Spornet.  
Complies/Does not comply
- 8.1.12 It shall be possible to lock the isolating and earthing switch in the "POWER OFF" position only at the handle.  
Complies/Does not comply
- 8.1.13 A standard padlock is employed and has a staple made of 10mm diameter material and inside radius of 12,5mm giving an inside distance of 25mm between the legs of the staple. The locking facilities must meet the foregoing requirements.  
Complies/Does not comply
- 8.1.14 The handle of the switch shall have definite "OPEN" and "CLOSE" positions engraved on it for the track sectioning switches and "POWER ON" and "POWER OFF" positions for the isolating and earthing switches.  
Complies/Does not comply

8.2 SWITCH CONTACTS.

8.2.1 The switch will feed an overhead system with a total conductor area of approximately 260mm<sup>2</sup> copper and 800mm<sup>2</sup> aluminium with an overall continuous rating of approximately 2 000A at a maximum temperature of 90°C and 40°C ambient. The rating plate shall be supplied by the successful tenderer and fitted on the track sectioning switch and/or the isolating switch.

Complies/Does not comply

8.2.1.1 The rating of the switch shall be determined from the information given in either Appendix 1 clause 15 or Appendix 2 clause 15 and shall not be less than that of the overhead system described in clause 8.2.1.

Complies/Does not comply

8.2.2 Normally the switch will be opened or closed under no load conditions. However copper arcing horns must be provided and designed so that the switch could be opened, if required, under a load of 3 000A without causing damage to the contacts (30 operations expected during the life span). When closing, horns must make contact before switch blades. When opening, horns must break contact after blades. There shall be no possibility of the horns being set in vibration or becoming welded together during the operating conditions specified.

Complies/Does not comply

8.2.3 The distance between any live portion of the switch and metal portion normally earthed shall not be less than 130mm. The clearance in the open position between the fixed and moving contacts shall also not be less than 130mm.

Complies/Does not comply

8.2.4 The main contacts and other current carrying components of the switch, with the exception of springs, clips or other components required by design to differ, shall be of a suitable corrosion resistant high conductivity copper alloy to ensure good contact. The tenderer shall give details of the type of copper alloy used. The other components shall either be of corrosion resistant material (e.g. fibreglass) or be hot dip galvanised to SABS 763.

Complies/Does not comply

8.2.5 On the isolating and earthing switches, provision shall be made to connect 4 bare stranded hard drawn copper conductors of 160mm<sup>2</sup> to each stationary terminal by means of a lug as per drawing CEE-TN-364 and the switch shall be supplied complete with 18mm diameter mounting holes and M16 Phosphor Bronze, Copper-Nickel-Silicon or stainless steel bolts and washers for the stationary terminals or adapters for these connections.

Complies/Does not comply

8.2.5.1 If the tenderer offers a switch with one terminal on the moving blade, then a separate stationary stand-off insulator will be supplied by Spoornet, but the tenderer must supply the flexible connections mentioned in clause 8.2.5.2. (See drawing CEE-TLB-040).

Complies/Does not comply

8.2.5.2 On the track sectioning switches, provision shall be made to bolt 6 flexible connections in parallel between the moving blade and the stand-off insulator.

Complies/Does not comply

8.2.5.3 The flexible connections shall be supplied with the switch and must be made of 900mm lengths of stranded annealed copper rope with a minimum of 61 strands with approved type of compression lugs on either end, complete with all the necessary Phosphor Bronze, Copper-Nickel-Silicon or stainless steel bolts, nuts and washers. The rating shall not be less than that specified in clause 8.2.1.1.

Complies/Does not comply

8.2.5.4 The top end of the stand-off insulator will be taken to be one stationary terminal of the switch with connecting facilities as called for in clause 8.2.5.  
Complies/Does not comply

8.2.5.5 The supporting insulators must be such that should they become damaged, there will be no possibility of the switch being left in the "POWER ON" or "CLOSE" position when the operating handle is moved to the "POWER OFF" or "OPEN" position.  
Complies/Does not comply

### 8.3 INSULATORS.

8.3.1 The size and design shall provide adequate mechanical strength for the purpose required and actual figures obtained during various types of tests, carried out to prove this, shall be given. In this connection it must be borne in mind that if an insulator breaks and the switch does not open when operated, a danger can arise to staff who have to work on or near the line. The mechanical strength must be of such a nature that it can handle 3000 switch operations for isolating and earthing switches and 180 switch operations for the track sectioning switch during its life span.  
Complies/Does not comply

8.3.2 The insulators shall be of porcelain in compliance with class A insulators to specification SABS 177 Part III or composite insulators to specification IEC 1109 where applicable and for the purpose of this, the type may be taken as a Track Switch Post Insulator.  
Complies/Does not comply

8.3.3 The dry and wet flash-over values shall not be less than the following:

Dry flash-over : 106kV at 50Hz.

Wet flash-over : 64kV at 50Hz.

Complies/Does not comply

8.3.4 The creepage distance shall not be less than 370mm.

Complies/Does not comply

8.3.5 All tests in table 6 column 6 of specification SABS 177 must be carried out.

Complies/Does not comply

### 8.4 HARDWARE.

8.4.1 All ferrous parts shall be malleable cast iron or steel, complying with an approved British Standard specification or equivalent. Ordinary cast iron will not be acceptable.

Complies/Does not comply

8.4.2 All ferrous parts shall be galvanised in accordance with specification SABS 763 and comply with tests described therein.

Complies/Does not comply

### 9.0 ACCEPTANCE TESTS.

Spoornet reserves the right to test switches supplied in terms of this specification for compliance with any or all of the requirements specified herein. Such tests will normally be carried out at an altitude of approximately 1 800m above sea level.

### 10.0 SPARES.

- 10.1 Tenderers are requested to quote for the recommended spares they consider Spornet will require over a five year operating period, indicating the price per item.  
Complies/Does not comply
  
- 10.2 The tenderer shall also quote for sub-assemblies for the switch and manual operating mechanism.  
Complies/Does not comply
  
- 11.0 **MARKING.**  
  
The switch shall clearly be stamped with the following information:  
Contract No.  
Manufacturer's name or symbol.  
Date of manufacture.  
Spornet.  
Complies/Does not comply
  
- 12.0 **PACKING.**
  
- 12.1 Each switch shall be completely assembled and operationally checked before packing and despatch.  
Complies/Does not comply
  
- 12.2 The switches shall be secured to the packing cases by bolting them down to substantial battens to prevent movement of the equipment during transit. The cases shall be of robust construction to prevent damage to the equipment by rough handling.  
Complies/Does not comply
  
- 12.3 The cases shall be marked to indicate the contents.  
Complies/Does not comply

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TENDERER'S SIGNATURE.....

DATE.....

CHIEF ENGINEER (INFRASTRUCTURE)  
(ELECTRICAL)



APPENDIX 1

TECHNICAL DATA SHEET : ISOLATING AND EARTHING SWITCHES.

- 1.0 Make of switch offered : \_\_\_\_\_
- 2.0 Type of copper alloy used for main switch contacts : \_\_\_\_\_  
\_\_\_\_\_
- 3.0 Type of bearings or guides : \_\_\_\_\_
- 4.0 Approx. weight of complete switch portion : \_\_\_\_\_
- 5.0 Approx. weight of manual operating portion : \_\_\_\_\_
- 6.0 Are spare insulators available? \_\_\_\_\_
- 7.0 Are spare contacts available? \_\_\_\_\_
- 8.0 Actual minimum clearance from live portion of switch to any earth portion : \_\_\_\_\_
- 9.0 Make of insulator : \_\_\_\_\_
- 10.0 Actual dry flash-over of insulator at 50Hz : \_\_\_\_\_
- 11.0 Actual wet flash-over of insulator at 50Hz : \_\_\_\_\_
- 12.0 Creepage distance : \_\_\_\_\_
- 13.0 50% lightning impulse flash-over : \_\_\_\_\_
- 14.0 Mechanical force required, at right angle to the axis and at the point where the fitting is attached, that will cause failure: \_\_\_\_\_
- 15.0 Temperature rise to be stated with 4 x 160mm<sup>2</sup> copper connectors and flexible connections feeding the track switch with a current of 3 000A: \_\_\_\_\_
- 15.1 The continuous rating is to be based on the temperature rise, above ambient, on the "weakest" point of the switch (i.e. switch contacts, blade or connecting points whichever the case may be).
- 15.2 The temperature tests are to be done under "still air" conditions.

NOTE :Figures for clauses 10, 11, 13 and 14 of this appendix must be obtained by tests carried out on actual insulators offered.

TENDERER'S SIGNATURE.....

DATE.....

CHIEF ENGINEER (INFRASTRUCTURE)  
(ELECTRICAL)

APPENDIX 2

TECHNICAL DATA SHEET : TRACK SECTIONING SWITCHES.

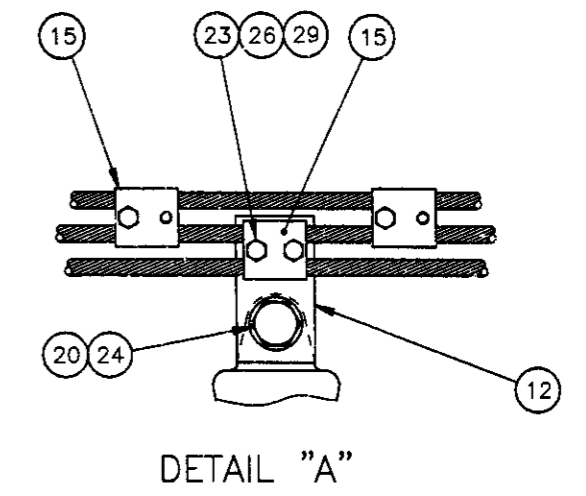
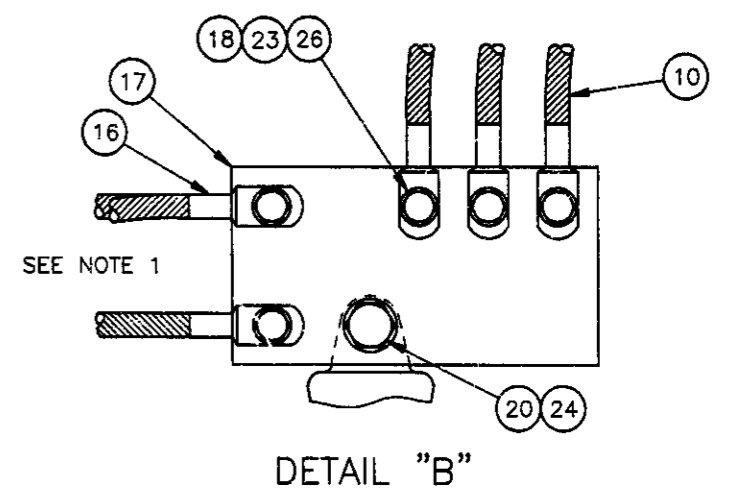
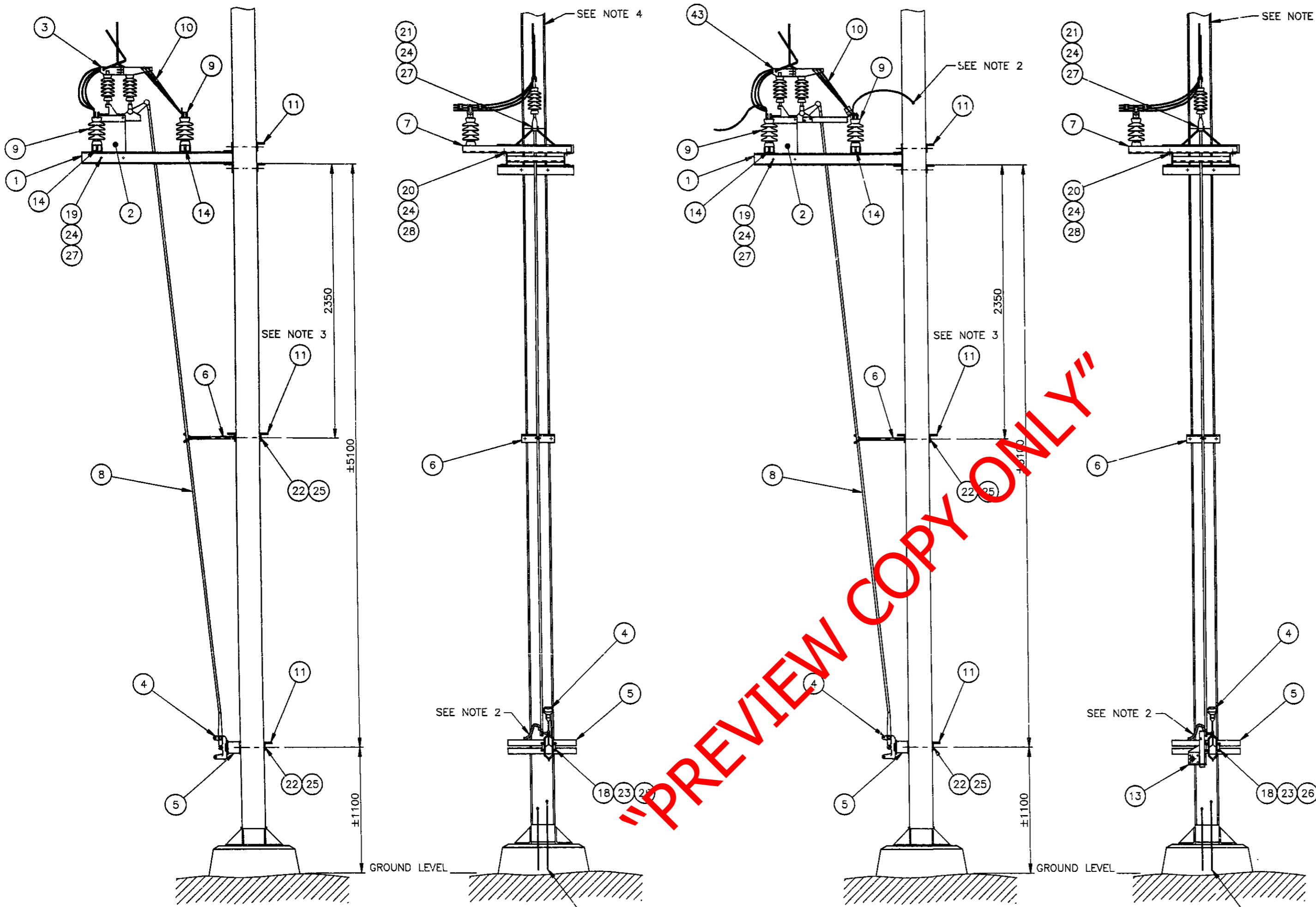
- 1.0 Make of switch offered : \_\_\_\_\_
- 2.0 Type of copper alloy used for main switch contacts : \_\_\_\_\_  
\_\_\_\_\_
- 3.0 Type of bearings or guides : \_\_\_\_\_
- 4.0 Approx. weight of complete switch portion : \_\_\_\_\_
- 5.0 Approx. weight of manual operating portion : \_\_\_\_\_
- 6.0 Are spare insulators available? \_\_\_\_\_
- 7.0 Are spare contacts available? \_\_\_\_\_
- 8.0 Actual minimum clearance from live portion of switch to any earth portion : \_\_\_\_\_
- 9.0 Make of insulator : \_\_\_\_\_
- 10.0 Actual dry flash-over of insulator at 50Hz : \_\_\_\_\_
- 11.0 Actual wet flash-over of insulator at 50Hz : \_\_\_\_\_
- 12.0 Creepage distance : \_\_\_\_\_
- 13.0 50% lightning impulse flash-over : \_\_\_\_\_
- 14.0 Mechanical force required, at right angle to the axis and at the point where the fitting is attached, that will cause failure: \_\_\_\_\_
- 15.0 Temperature rise to be stated with 4 x 160mm<sup>2</sup> copper connectors and flexible connections feeding the track switch with a current of 3 000A: \_\_\_\_\_
- 15.1 The continuous rating is to be based on the temperature rise, above ambient, on the "weakest" point of the switch (i.e. switch contacts, blade or connecting points whichever the case may be).
- 15.2 The temperature tests are to be done under "still air" conditions.

NOTE :Figures for clauses 10, 11, 13 and 14 of this appendix must be obtained by tests carried out on actual insulators offered.

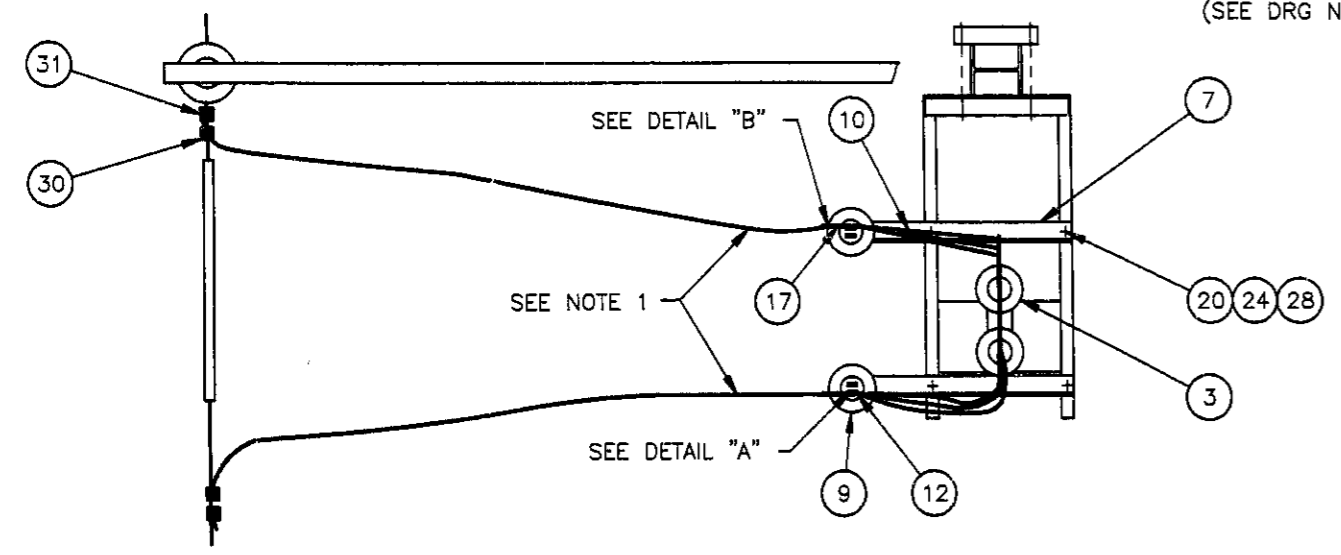
TENDERER'S SIGNATURE.....

DATE.....

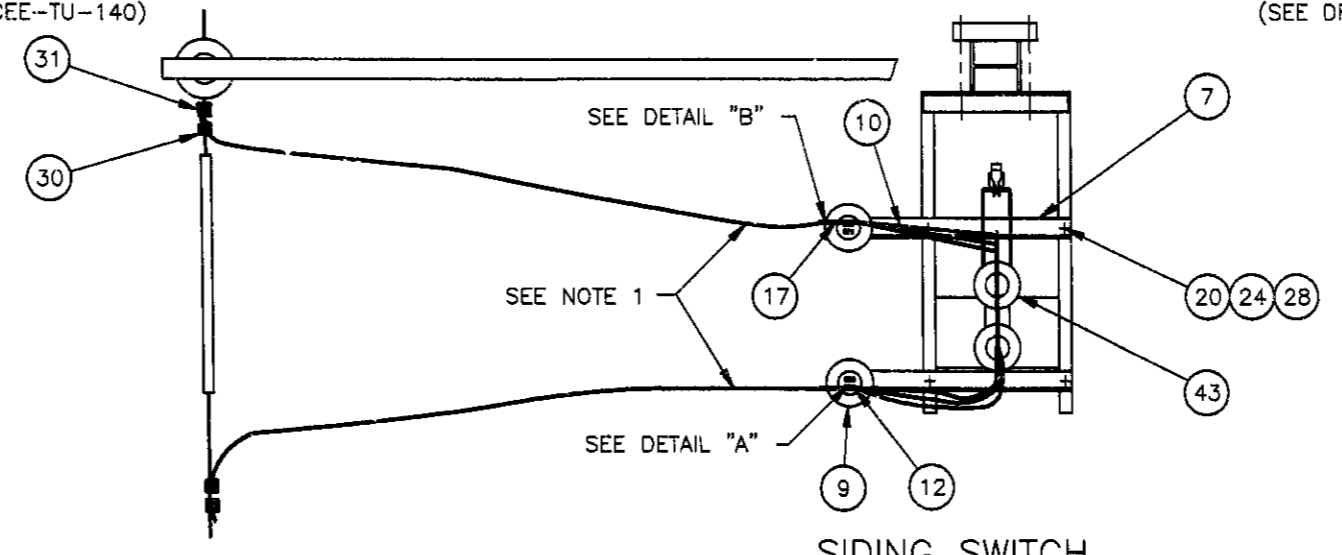
CHIEF ENGINEER (INFRASTRUCTURE)  
(ELECTRICAL)



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TRACK SWITCH



SIDING SWITCH

- NOTES
1. 3x160mm<sup>2</sup> STRANDED Cu CONDUCTORS, TWO ONTO FEEDER AND ONE ONTO THE CATENARY AND CONTACT WIRE.
  2. BOND LUGS TO STEELWORK WITH 600mm POINT BOND.
  3. BRACKET TO BE POSITIONED SO THAT OPERATING ROD IS STRAIGHT WHEN SWITCH BLADES MAKE CONTACT.
  4. AN EARTH WIRE SHALL BE FITTED TO THE SWITCH STRUCTURE.
  5. FOR MATERIAL LIST SEE DRG NO CEE-TMGB-9 SHT 3.
  6. FOR TRACK FEEDER SEE DRG NO CEE-TMGB-9 SHT 2.

AMENDMENTS		
NO	NAME	DATE
1	L E WOOD	96-08-01

REDRAWN. DRG NO WAS CEE-TMG-74 SHT 1. DO REF: T96/009

DO REF: Y77/16	GEN TOL: LIN± 5	ANG±
DRN: B GORDON	CKD: J JACKSON	DATE: 79-06-06
ENG:	GA WILLIAMS	for CHIEF ENG

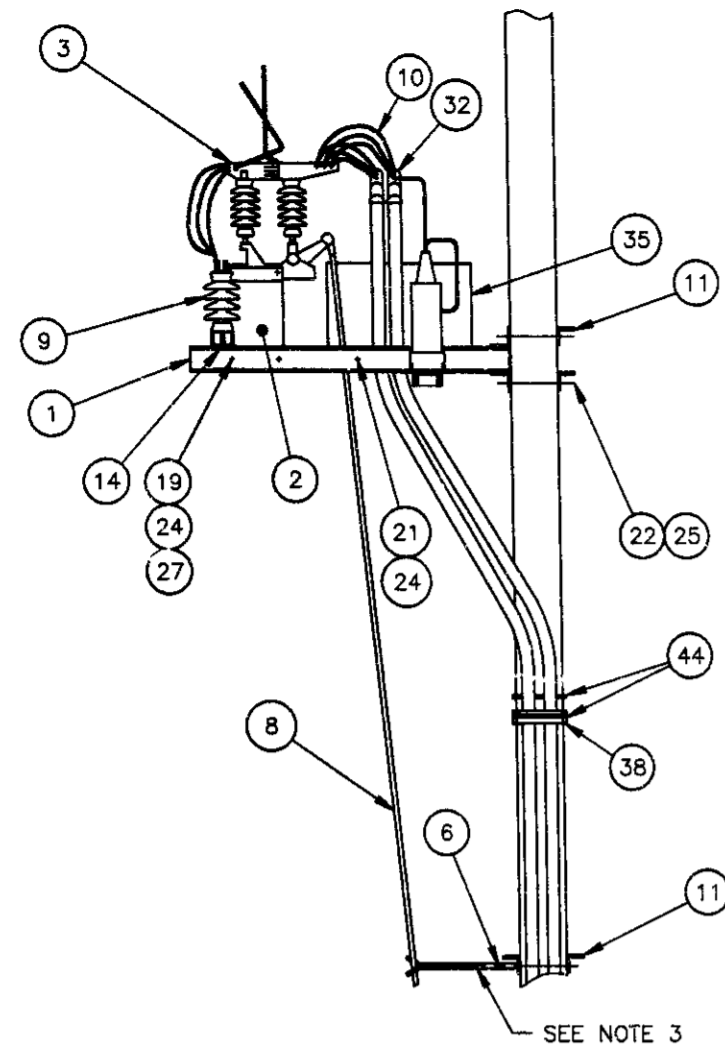
TRACK AND SIDING SWITCH ARRANGEMENT  
UNIVERSAL COLUMNS. 204x206. 3kV DC.

DIMENSIONS: mm  
SCALE: 1:2 & 1:20

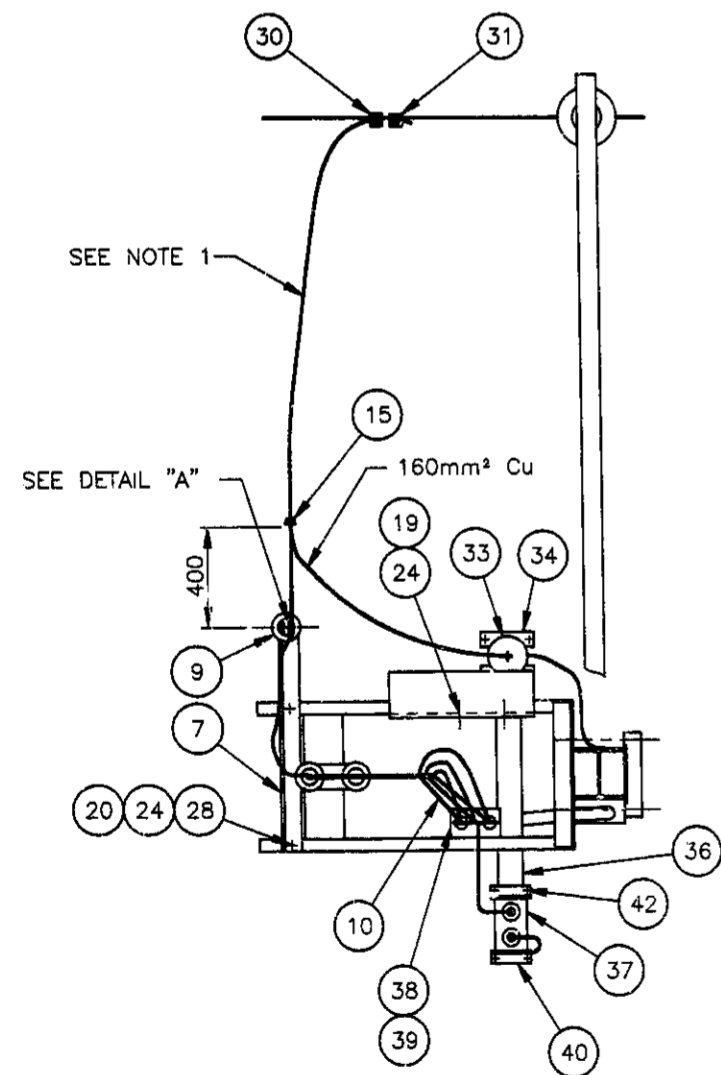
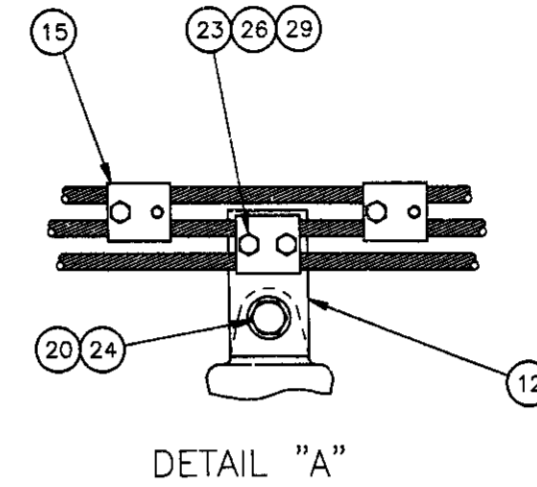
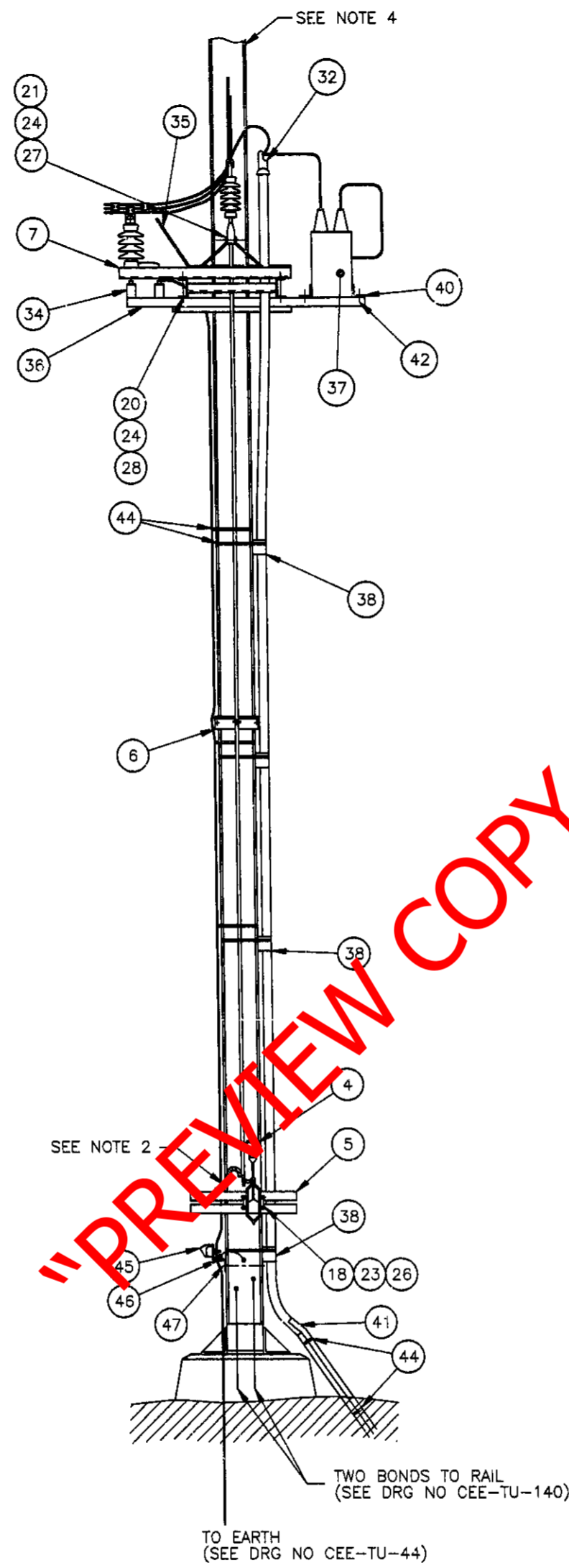
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DRAWING NO CEE-  
**TMGB-9**  
SHEET 1 OF 3

INFRASTRUCTURE (ELECTRICAL) **SPOORNET**



SEE NOTE 3



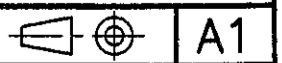
"PREVIEW COPY ONLY"

NOTE  
FOR NOTES SEE DRG NO CEE-TMGB-9 SHT 1.

AMENDMENTS		
NO	NAME	DATE
1	L E WOOD	96-08-01

REDRAWN. DRG NO WAS  
CEE-TMG-74 SHT 1.  
DO REF: T96/009

DIMENSIONS: mm  
SCALE 1:20



DRAWING NO CEE-  
TMGB-9  
SHEET 2 OF 3

DO REF Y77/18	GEN TOL: LIN± 5	ANG± —
DRN B GORDON	CKD J JACKSON	DATE 79-06-06
ENG —	GA WILLIAMS	for CHIEF ENG
INFRASTRUCTURE (ELECTRICAL)	SPOORNET	

TRACK FEEDER SWITCH ARRANGEMENT  
UNIVERSAL COLUMN. 204 x 206 & 206 x 216. 3KV DC

T0601027

**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No CRAC-FDT-20753**

**FOR THE SUPPLY AND DELIVERY OF 3KV MOTOR OPERATED DISCONNECTS TRACK SWITCH**

**FOR DELIVERY TO ERMELO MAJUBA RAIL LINKS SITE**

**ISSUE DATE: 28 January 2016**

**CLOSING DATE: 09 February 2016**

**CLOSING TIME: 12:00**



**4 Legal Compliance**

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

**5 Changes to Quotations**

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

**6 Pricing**

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

**7 Prices Subject to Confirmation**

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

**8 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.

**9 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 or an alternative bid;
- 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 should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;  
or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS : 0800 003 056**

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**Returnable Document****RFQ FOR THE SUPPLY AND DELIVERY OF 3KV MOTOR OPERATED DISCONNECTS TRACK SWITCH**

<b>CLOSING VENUE: Main Reception Area</b> <b>CLOSING DATE &amp; TIME: 09 February 2016 at 12H00.</b> <b>VALIDITY PERIOD: 90.Business Days</b>
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**SECTION 2****EVALUATION CRITERIA AND RETURNABLE DOCUMENTS****1 Evaluation Criteria**

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

<b>Criterion/Criteria</b>	<b>Explanation</b>
<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 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</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 in Annexure A: B-BBEE Claim Form.</li> </ul>

**2 Validity Period**

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until 22 June 2016.

**3 Disclosure of Prices Quoted**

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

YES  NO

**4 Returnable Documents**

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

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

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

**Returnable Document**

***Failure to provide all these Mandatory 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.***

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 3 : 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.***

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Reference Points Claim Form	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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

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

**Returnable Document****SECTION 3  
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 RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

**Price Schedule**

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

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	<p>Supply and delivery of Motor operated disconnects (MOD); All motors will Operate at 24VDC. Motor drives must incorporate all control equipment and the motor into one compact cabinet mounted on the mast.</p> <p>Where required 3kV DC and 25 kV AC track switches will be switched by means of motor operated drives including the 11kV disconnects .MOD's will be under the control of the TFR electrical control room at Empangeni.</p> <p>3kV DC Track or motor operated track switches shall be as per attached drawing CEE-TMGB-9, and shall comply with specification No's. CEE.0228 and ENW-S2C-4.</p> <p>The equipment shall be designed and rated for operation under the following service conditions:-</p>	EA	14		

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

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

**Returnable Document**

	Description Criteria Altitude. 0 To 1 800m Above Sea Level Ambient Temperature Range . Minus 5 °C To Plus 50 °C Relative Humidity . 10% To 90% Wind Pressure on Equivalent Projected Area Normal to Direction of Wind. 750Pa Lightning Conditions . 12 Flashes / km2 / Annum  Contact person : Kefu Manqele Contact number : 083 571 6638 Delivery place : Ermelo yard				
--	--	--	--	--	--

**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

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.

"PREVIEW COPY ONLY"

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

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

**Returnable Document**

**By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:**

1. The following documents all of which are available on Transnet’s website or upon request:
  - 1.1. General Bid Conditions;
  - 1.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 1.3. Supplier Integrity Pact;
  - 1.4. Non-disclosure Agreement; and
  - 1.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

<b>Transnet Operating Division</b>	<b>Unique Vendor Number</b>	<b>Yes / No</b>
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

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

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

**SECTION 4**

\_\_\_\_\_  
Respondent’s Signature

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

**Returnable Document**

**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

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

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_

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

**Returnable Document**

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

**BREACH OF LAW**

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

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

SOUTH AFRICAN RAILWAYS

ELECTRICAL DEPARTMENT

SPECIFICATION NO. ENW-S2C-4.

MAY, 1972.

REFERENCE NO.

SPECIFICATION FOR MOTOR OPERATED, 3 kV DC., TRACK  
SECTIONING SWITCHES.

I N D E X .

<u>CLAUSE</u>	<u>SUBJECT.</u>
1.0	Scope.
2.0	Schedule of Requirements.
3.0	Track Sectioning Switches proved in service.
4.0	Standards and Specifications.
5.0	Technical Data Sheet.
6.0	Compliance.
7.0	Atmospheric Conditions.
8.0	Service Conditions.
9.0	Construction and Performance (Structure-mounted Equipment).
9.1	General.
9.2	Motor operating mechanism.
9.3	Contacts of track sectioning switch.
9.4	Insulators.
9.5	Hardware.
10.0	Acceptance Tests.
11.0	Instruction Books and Drawings.
12.0	Spare parts catalogue.
13.0	Approval of Books, Catalogues, etc.
14.0	Spares.
15.0	Packing.



MAY, 1972.

1.0 SCOPE.

1.1 This specification covers the requirements of motor operated, outdoor type, track switches for the Administration's 3 kV, DC electrified railway system.

1.1.1 The principal application of the track sectioning switches call for :

1.1.1.1 Normal operation, namely, ON-OFF, on heavy duty traction sub-station and tie-station feeder circuits to overhead traction network and the sectioning of the network.

1.1.1.2 The switch shall be rated as defined in Clause 9.3.1.

2.0 SCHEDULE OF REQUIREMENTS.

2.1 The tender issued by the Stores Department of the Administration will stipulate the quantity of track switches required.

3.0 TRACK SECTIONING SWITCHES PROVED IN SERVICE.

3.1 Tenderers to note that preference will be given to those types of track switches which have been proved to operate satisfactory on a heavy duty 3 kV DC traction system, under conditions comparable with those encountered on the Administration's services.

3.1.1 In this connection, tenderers shall furnish details in regard to experience, viz. approximate number of tendered design of track switches manufactured to date, dates of supply and where installed.

4.0 STANDARDS AND SPECIFICATIONS.

4.1 The track sectioning switches and equipment offered in terms of this specification shall be manufactured from materials complying with recognised standards/specifications of the country of origin.

4.2 All concerned shall ensure that they are in possession of the latest issues of the abovementioned standards.

4.3 The following specifications are referred to herein :

S.A.B.S.	763
B.S.	170.

5.0 TECHNICAL DATA SHEET.

5.1 The "Technical Data Sheet" which forms Annexure 1 of this specification gives details of information required from tenderers in respect of

each type of motor operated track sectioning switch offered.

- 5.2 Unless full technical details are submitted, it will not be possible to assess the suitability of the equipment offered and tenders without this information will be precluded from consideration.

6.0 COMPLIANCE.

- 6.1 Tenderers shall submit their main offers in terms of this specification. Deviation which are of a minor nature and do not depart materially from the specification will be considered at the discretion of the Administration.
- 6.2 Tenderers shall indicate clause by clause, either that their tenders comply in every respect with this specification or, if not, precisely how they differ.
- 6.3 A broad statement to the effect that the track switches are in accordance with the specification is not acceptable.
- 6.4 Failure to comply with the above requirements may preclude a tender from consideration.

7.0 ATMOSPHERIC CONDITIONS.

- 7.1 The track sectioning switches shall be suitable for operation under the following atmospheric conditions :-

Altitude :-	0 to 1 800 m above sea level.
Ambient Temperature :-	-5° C to + 50° C.
Relative humidity :-	As high as 86%.
Lightning Conditions :-	Severe.
Air Pollution :-	Heavy saline : Industrial and steam locomotive fumes.

- 7.2 The motor operating mechanism and associated equipment shall be housed in a weatherproof box which shall be suitable for outdoor service and mounting on the switch structure forming part of the supports of the overhead track equipment.

8.0 SERVICE CONDITIONS.

- 8.1 The motor operated track section switches are required to operate on a nominal 3 kV DC system, the voltage of which, under normal operation, may vary between 2 500 volts and 3 750 volts.

9.0 CONSTRUCTION AND PERFORMANCE. (STRUCTURE-MOUNTED EQUIPMENT).

9.1 General.

- 9.1.1 The track switch shall be suitable for normal on-load operation and provided with arcing horns which must comply with Clause 9.3.2. of this specification.
- 9.1.2 The track switches specified herein shall be similar to the track sectioning switches used by the Administration. Likewise, the linkage between the operating motor and track switches shall be similar to that used by the Administration to operate the track sectioning switches manually. It shall be possible to use the motor mechanism specified herein to operate the Administration's existing track sectioning switches where necessary.
- 9.1.3 The existing track sectioning switches require an operational thrust of approximately 1 600 newtons to "open" or to "close" them.
- 9.1.4 The stroke required by the operating rod to "open" or to "close" the track switch shall be approximately 200 mm . An adequate means of adjusting the length of the operating rod shall be provided.
- 9.1.5 The switch shall "open" with the downward stroke and "close" with the upward stroke of the operating rod.
- 9.1.6 The switch and driving motor units shall be mounted on two separate galvanized steel frames, which in turn will be attached to the track switch structure. Galvanising shall be in accordance with S.A.B.S. 763.
- 9.1.7 A switch will normally be mounted with its base at a height of approximately 4,5 m above ground level and with the operating motor approximately 1,25 m above ground level.
- 9.1.8 Standard British water pipes, supplied by the Administration and to a size specified by the tenderer, shall be used for the connecting rods between the switch and operating mechanism. The sockets, connectors, rod adjusting devices, etc., used in conjunction with these connecting rods shall be supplied to the same standard and by the tenderer.
- 9.1.9 All parts functioning as bearings (except motor bearings) or guides shall be constructed of non-ferrous metal and shall be of the self lubricating type.
- 9.1.10 The motor operated track switches shall "open" and "close" rapidly.
- 9.1.11 It shall be possible to lock the track switch in the open position. This locking operation shall automatically immobilize the motor to obviate possible damage should the track switch be inadvertently operated. It will be an advantage if a remote indication could be given of this locked position.

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9.2 Motor operating Mechanism.

9.2.1 The motor for operating the track switch shall be of the 24 volt, DC type. This motor shall be adequately rated for the duty it is required to perform and shall also be thermally protected against overload. The motor shall comply with British Standard No. 170 where applicable. Full details of the possible duty cycles shall also be given. Tenderers may also quote for DC motors of voltages lower than 24 volts.

9.2.2 Limit switches shall be fitted so that they operate at the extremities of the stroke. These limit switches shall be mounted on the drive mechanism or be suitably secured to the operating rod.

9.2.3 The track switch, normally, will be telecontrolled. The operating mechanism contactor must not burden the telecontrol interposing relays by more than 5 amps.

The associated telecontrol equipment is detailed in specification COMM-S1B-9 : Telecontrol Equipment for Motorised Sectioning Switches.

9.2.4 A safety device shall be included in the driving mechanism to ensure that the driving motor is protected should the limit switches fail to function, or the cycle of operation be interrupted between initiation and completion.

9.2.5 All limit switches and auxiliary contacts shall be suitably rated. The contacts shall be constructed of silver or other approved metal to minimise damage to contact surfaces due to arcing and oxidization.

9.2.6 Adequate, separate auxiliary contacts shall be provided on the switches for protection and for "position indication" purposes.

9.2.7 In addition to the contacts referred to in Clause 9.2.6 two separate change-over limit-type auxiliary contacts shall be provided.

9.2.8 A switching operation once commenced shall be completed without interruption. Pulse type controls shall be provided.

9.2.9 The switch operating mechanism, complete with contactors, and a suitable press button switch, for local control, shall be housed in a lockable, weatherproof box supplied by the tenderer. The box will be attached to the switch structure (by the Administration) and shall be designed accordingly. A padlock conforming to Clause 9.2.15 will be supplied by the Administration.

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- 9.2.10 The weatherproof box referred to in Clause 9.2.9 shall also accommodate a thermostatically controlled heater to ensure reliable heating. The heater shall be suitable for connection to either a 110 or 220 volt power supply. This heater, together with accessories, shall be provided and installed by the tenderer. Tenderers may also quote for alternative means of heating.
- 9.2.11 The weatherproof box shall be so constructed that access to all sub-assemblies is easily obtained by removable panels.
- 9.2.12 The battery supply, main supply and, control cables to the mechanism box referred to in Clause 9.2.9 will be provided by the Administration.
- 9.2.13 A suitable terminal strip for connecting all incoming cables shall be provided in an accessible position in the mechanism box. All internal wiring and cable terminations associated with the mechanism box shall be undertaken by the tenderer.
- 9.2.14 The motor operating mechanism shall have a removable handle for in situ, direct, manual operation of the track switch in the case of a mechanism failure. The manual operation must be direct and not through the gearing of the motor drive. The handle shall be accommodated and padlocked inside the mechanism box when not required. Unauthorised manual operation of the track switches shall be prevented as far as possible.
- 9.2.15 The staple of the standard padlocks, supplied by the Administration, are made of 10 mm diameter material and has an inside radius of 12,5 mm giving an inside distance of 25 mm between the legs of the staple. The locking facilities provided shall be compatible with these dimensions.

9.3 CONTACTS OF TRACK SECTIONING SWITCH.

- 9.3.1 The track switches shall be capable of carrying 2 000 amps continuously and shall conduct currents up to 20 000 amps for one second without harmful effects.
- 9.3.2 Normally, the switch will operate under no-load conditions. However, copper arcing horns, must be provided and designed so that the switch could operate, if required, under full load of 2 000 amps without the contacts disintegrating. Good contact of the moving parts shall also be maintained until the horns part. There shall be no possibility of the horns being set in vibration, or welding together under the operating conditions specified.
- 9.3.3 The distance between any live portion of the switch and any metal portion normally earthed shall not be less than 130 mm. The clearance in the open position between the fixed and moving contacts shall also be at least 130 mm.

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- 9.3.4 The main contacts and other current carrying components of the track switch shall be of a suitable, corrosion resistant, high conductivity copper alloy, with exception of such springs, clips, or other components required by design for ensuring good contact. The tenderer shall give details of the type of copper alloy used.
- 9.3.5 Provision shall be made for connecting two bare stranded hard-drawn copper conductors from 16 mm to 22 mm in diameter to both stationary terminals of the switch and the switch shall be supplied complete with all bolts, nuts, lugs, clamps, etc., required to make these connections, i.e. each pole to be provided with two connections.
- 9.3.5.1 If the tenderer offers a switch with one terminal on the moving switch blade a separate stationary stand-off insulator together with the necessary clamps, lugs, phosphor bronze or copper-nickel-silicon, bolts and nuts for making the required connections, must be supplied.
- 9.3.5.2. The flash-over values of the stand-off insulator shall not be less than that specified under Clause 9.4.1 and the insulators shall be of the same height as the switch insulators.
- 9.3.5.3 Provision shall be made for bolting a suitable number of flexible connections in parallel between the moving switch blade and the stationary stand-off insulator.
- 9.3.5.4 The flexible connections shall be supplied with the switch whether a stand-off insulator is required or not and shall be made of a suitable number of 900 mm lengths of 84/0,85 mm, rope stranding (or similar) annealed copper wire with an approved type of compression lug on either end, complete with all the necessary phosphor bronze or copper nickel silicon bolts and nuts.
- 9.3.5.5 The stand-off insulator will be taken as being one stationary terminal of the switch with the connecting facilities as asked for under Clause 9.3.5.

#### 9.4 INSULATORS.

- 9.4.1 The insulators shall be designed for outdoor service and shall be of glazed porcelain. The design and size shall provide adequate mechanical strength for the purpose, and tenderers shall give details of tests carried out on the insulators. The wet and dry flash-over values shall not be less than the following :-
- Dry Flash-over : 106 kV at 50 Hz.  
Wet Flash-over : 64 kV at 50 Hz.
- 9.4.2 The use of porcelain insulation in tension for supporting or operating the switch is not acceptable.
- 9.4.3 The porcelain must be in compression and so arranged that should it crack or become damaged due to flash-over, etc., the switch blade cannot be left in the closed position when the motor drives the

switch to the open position.

9.5 Hardware.

9.5.1 All ferrous parts shall be malleable cast, iron or steel. Complying with an approved British Standard Specification or equivalent. Ordinary cast iron will not be acceptable.

9.5.2 All ferrous parts shall be galvanised in accordance with Specification S.A.B.S. 763 and comply with tests described therein.

10.0 ACCEPTANCE TESTS.

10.1 The Administration reserves the right to test track switches supplied in terms of this specification for compliance with any or all of the requirements prescribed herein. Such tests will normally be carried out at an altitude of approximately 1 800 m above sea level.

11.0 INSTRUCTION BOOKS AND DRAWINGS.

11.1 Tenderers shall include in their tender for the supply of printed copies of Maintenance Instruction books and drawings to enable the erection, repair, and adjustment of the track switches to be carried out by the Administration.

11.2 The number of copies required will be indicated in the "Schedule of Requirements".

12.0 SPARE PARTS CATALOGUES.

12.1 Tenderers shall include in their tenders for the supply of printed copies of a spare parts catalogue which must contain detailed illustrations and suitably indexed pages reflecting :-

- (i) Illustration item numbers.
- (ii) Complete description of items including winding data of operating motor and coils of contactors.
- (iii) Manufacturer's item number.
- (iv) S.A.R. Stores item number (left blank).

12.2 The number of catalogues required will be indicated in the "Schedule of Requirements."

13.0 APPROVAL OF BOOKS, CATALOGUES, ETC.

13.1 Proof copies of instruction books and spare parts catalogues shall be submitted by the successful tenderer for approval as soon as possible after the business has been placed to enable the final copies to be supplied at the commencement of delivery of the motor operated track switches.

MAY, 1972.

14.0 SPARES.

14.1 Tenderers are requested to quote for the recommended spares they considered the Administration will require over a five year operating period, indicating the price per item.

15.0 PACKING.

15.1 Each motor operated track sectioning switch shall be completely assembled and operationally checked before packing and despatched.

15.2 The track switches shall be bolted down to substantial battens firmly secured to the packing cases to prevent movement of the equipment during transit. The packing cases shall be of robust construction, to prevent damage to the equipment by rough handling.

15.2.1 Similar provision shall be made where applicable, to prevent damage to the motor and other auxiliary equipment.

15.2.2 The cases shall be lined with waterproof paper or other suitable material.

15.2.3 The cases shall be marked to indicate its contents.

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SOUTH AFRICAN RAILWAYS.  
ELECTRICAL DEPARTMENT.

ANNEXURE 1.

TECHNICAL DATA SHEET.

(to be filled in by Tenderer).

1. Make of switch offered .....
2. Type of copper alloy used for main switch contacts.
3. Make of Insulators .....
4. Make, type, voltage and Rating of motor .....
5. Actual Dry Flash-over of insulators at 50 Hz .....
6. Actual Wet Flash-over of insulators of 50 Hz .....
7. Method used in fixing contacts etc., to insulators .....
8. Type of bearings (motor separately) and guides .....
9. Approx. weight of complete switch portion .....
10. Approx. weight of motor operation portion .....
11. Are spare insulators available ex stock? .....
12. Are spare contacts available ex stock? .....
13. Actual minimum clearance from live portion of switch, to any earth portion  
.....
14. Make type, and voltage of heater .....
15. The number of switching operations per minutes .....

NOTE : Figures five for 5 and 6 above must be obtained by tests carried out on actual insulators offered.

SIGNATURE OF TENDERER.

CHIEF ELECTRICAL ENGINEER'S OFFICE,  
JOHANNESBURG.

**Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.**

## **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

**"PREVIEW COPY ONLY"**

## PREAMBLE

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

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Transnet as a vendor.

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

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

## 1 OBJECTIVES

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

## 2 COMMITMENTS OF TRANSNET

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

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

### 3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
  - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
  - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
  - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
  - d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
  - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
  - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
  - g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.
- 3.8 The Bidder / Supplier shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **4 INDEPENDENT BIDDING**

- 4.1 For the purposes of that Certificate in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experiences; and
  - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
  - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in

terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

- 4.7 Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 5 DISQUALIFICATION FROM BIDDING PROCESS

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

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

- 6.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
- b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.6 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

6.7 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

7.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.

7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

## **8 SANCTIONS FOR VIOLATIONS**

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

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

## 9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as, favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFQ") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

## 10 MONITORING

- 10.1 Transnet will be responsible for appointing an independent Monitor to:
- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for less than R100,000.000 (one hundred million Rand) in value;
  - b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for greater than R100,000.000 (one hundred million Rand) in value; and
  - c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier, irrespective of value.
- 10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Supplier Code of Conduct.



## 11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Transnet. The Bidder / Supplier / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## 12 DISPUTE RESOLUTION

12.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

## 13 GENERAL

- 13.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 13.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 13.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 13.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 13.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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# Detailed Scope for the Design, Supply and Installation Services of Part 1: Overhead Traction Equipment (OHTE)

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## 1. EXTENT OF THE WORKS

This Works covers the design, supply and installation of 3kV DC and 25kV AC OHTE and associated equipment, as well as an 11kV AC transmission line on the same support structures which carry the 3kV DC and 25kV AC OHTE in accordance with the Transnet, "Electrical Safety Instructions: High Voltage Electrical Equipment" document and relevant specifications forming part of this specification. The extent of Works consists of but is not limited to the following:

- The OHTE will comprise of three distinct layout designs. The OHTE will incorporate a 25kV AC section as an "island" in between two 3kV DC sections. The change over from DC-AC and AC-DC will occur at 3.6 km and 61.72 km.
  - Section 1: Existing Main line to OTF1: This will be electrified at 3kV DC (spring tensioned) to match the existing TFR main line design.
  - Section 2: OTF1 to OTF2: This will be electrified at 25kV AC and the design will be of the auto tensioned swing cantilever type.
  - Section 3: OTF2 to Majuba yard: This will be electrified at 3kV DC (spring tensioned) to match the existing Majuba Yard design.
- **The AC-DC Change Over System:** The AC-DC change over system will deviate from the traditional stationary type system currently being employed by TFR. The new system is termed the On-the-Fly (OTF) system and there are two such positions: OTF1 at 3.60km and OTF2 at 61.72km. This system is designed for use with the new generation dual voltage locomotives such as 19E or similar, 3kV DC/25kV AC. The train will merely drive through at speed. Track magnets before the OTF will open the on board voltage feeding breaker, the pantograph remains up and the locomotive will automatically detect the relevant system voltage on the other side of the OTF and the correct on board voltage feeding breaker will close with magnets again. Invalid locomotives will be prevented from entering the changeover area by the use of a Locomotive Identification System combined with railway signalling technology. The back-up to the OTF system in the event that the signalling system failing is an electrical protection system which will trip both the adjacent upstream traction supplies. The contractor will have certain design responsibilities for the implementation of the OTF.
- The supply and erection of 3kV DC, spring tensioned overhead track equipment attached to Universal column steel masts mounted on bolt group foundations, between the TFR coal export lines West of Ermelo, to the OTF1 at 3,6km, on the Ermelo side of the new private siding.
- The supply and erection of 3kV DC spring tensioned overhead track equipment attached to Universal column masts mounted on bolt group foundations from the OTF2 at 61.7km, on the Majuba Power station side, up to and including the alterations in Majuba Power station siding/yard.
- The supply and erection of 3kV DC OHTE for new cross-overs on the TFR main line as well as for the connecting of the Majuba railway line to the existing TFR/Yard OHTE, and the demolition and removal of 3kV DC OHTE to facilitate the connecting of the new Majuba siding OHTE to the existing TFR/yard OHTE as well as the removal of existing cross-overs
- The supply and erection of 25kV AC, auto tensioned (swing type cantilever) equipment mounted on Universal Column masts on bolt group foundations between the OTF1 at 3.6km, on the Ermelo side and the OTF2 at 61,7km, on the Majuba side.
- The 3kV DC and 25kV AC wiring: (different sizes as may be applicable) will typically comprise of:

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Hard drawn copper contact wire, ACSR catenary wire, AAC feeder wire, AAC negative return feeder wire (where applicable), Stainless steel droppers and flexible copper jumpers. The earth wire will be ACSR and will generally be run on the 11kV cross-arms in the 25kV section and on all structures in the 3kVDC sections.

- The 3kV DC Switching: various track switches are required and will incorporate section insulators at the switch point and also between circuits on cross-overs (sets of points) and at the new 3kVDC substation. The switching arrangement will incorporate all associated equipment as may be required, e.g. section insulators, jumpers, signage etc.
- The 25kV AC Switching: track switches are required at the substations and track sectioning stations (TSS). The switching arrangement will incorporate all associated equipment as may be required, e.g. neutral sections, magnets, jumpers, signage etc.
- Motor operated disconnects (MOD): All motors will operate at 24VDC. Motor drives must incorporate all control equipment and the motor into one compact cabinet mounted on the mast. Where required 3kV DC and 25 kV AC track switches will be switched by means of motor operated drives including the 11kV disconnects (2 off) at the 11kV line tee-off. An Automatic Recloser Breaker will also be installed at the tee-off feeding the Majuba 11kV line. The motor drives and their associated equipment will be part of this scope. The signalling part of this contract allows for the supply and install of all the associated hard wiring (heaters, comms, motor power supply) of the equipment between the outstation (telecontrol box) and the motor cabinets. The same applies for the telecontrol and communications equipment in an outstation building. All MOD's will be under the control of the TFR electrical control room at Empangeni.
- The OTF system: The design, supply and installation of the OTF's at 3.6km and 61.7km must be done in accordance with the relevant drawings and specifications. It comprises of a neutral section and additional section insulators, track magnets and sensing equipment. Inter-tripping to upstream substations will be achieved by dark fibres supplied and installed by the signalling part of this contract. The actual connection of an trip circuit hard wiring at the OTF and at the upstream substations will form part of this scope.
- The excavation and construction of foundations based on different soil type conditions for the steel masts and stay wires as may be required.
- The supply and installation of an 11kV transmission line for signal and auxiliary power supplies to be mounted on cross-arms on the over-head track equipment masts. The wiring will be ACSR and bundle conductors will be used at certain bridge crossings.
- 11kV transmission line step down points at various locations will incorporate the H-frames and all associated medium and low voltage equipment and earthing (transformers, links, fuses, lightning arrestors as may be required including the low voltage cabling up to and including the withdraw-able circuit breaker). The signalling and substation parts of this contract will connect their low voltage supplies to the withdraw-able circuit breaker and the earth spike at the step down points.
- The 11kV will feed in at 65.9km from an 88/11kV substation adjacent to the new 3kV DC traction substation. The TFR 11kV supply at Nooitgedacht will only be available as a backup supply.
- The design, supply, installation and commissioning of an additional 3kVDC high speed track breaker into the existing Nooitgedacht traction substation for the supply to the new Majuba line. The existing Nooitgedacht substation building must be extended to accommodate the additional track breaker and its associated protection equipment, including all associated existing track feeder deviations.

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- The bonding and earthing of all OHTE and relevant equipment shall be in accordance with the relevant drawings and specifications.
- The Substation part of this Contract is responsible for the closing span between the substation yards and track switch structures for the various substations as well as the aerial negative return conductors to the substation.
- The typical Transnet overlap arrangement must be adapted/re-designed to suit the transition between the 25kV AC and 3kV DC systems on the 25kV side of the OTF's.
- The Employers OHTE dropper chart is designed/compiled for an 80mm<sup>2</sup> Cu catenary. The OHTE system is designed with a 162mm<sup>2</sup> ACSR (Tiger) catenary. The Contractor shall adapt/redesign the dropper chart for the design catenary size of 162mm<sup>2</sup> ACSR.
- The Contractor shall propose/design a method and provide a suitable solution/design for the sagging and tensioning of all fixed termination wires.
- The mast must not be used as a conductor at the negative return feeder and substation terminations. A transition busbar and bonding system between the feeder conductor and the actual rail bond must be designed.
- Any temporary works required.
- Testing and commissioning of the OHTE line including all associated equipment including all interfaces with other contractors as well as TFR. e.g. the OTF system, telecontrol etc.

## 2. TEMPORARY WORKS

Temporary or stage works will be required at the TFR main line take off as well as at the Majuba Yard interface points. Some of the stage works on the main line may be undertaken by TFR. The layout drawings depict all the final works as well as any demolitions that may form part of the stage works. The extent and or take outs will be clarified when the Contractor is appointed.

The Contractor will be responsible for all temporary works that are not depicted on any drawings which may be required during any stage or normal works. A typical example may be the wiring up to point and temporary anchoring of wires at a slew point. It is the responsibility of the Contractor to identify and design such temporary works.

There will be no additional payment for such temporary works, as it would be deemed part of the lump sum price for this part of the works.

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### 3. SPECIFICATIONS

The schedule of applicable specifications is attached as Annexure B: OHTE Schedule of Specifications.

### 4. TECHNICAL REQUIREMENTS AND RETURNABLES

The specific schedule of requirements and returnables are attached as Annexure C: OHTE Schedule of Requirements and Returnables for ease of reference to this part of the Contract.

### 5. ENGINEERING

#### 5.1 EMPLOYER'S DESIGN

The existing Employers design includes the following:

- The 3kV DC and 25kV AC OHTE layout designs with some limited designs required by the Contractor as specified in the Design Brief below.
- Bonding layout designs with some limited designs required by the Contractor as specified in the Design Brief below.
- Concept and functional design specifications as well as a general arrangement drawing for the On-the-Fly system.
- Conceptual/typical designs for the Nooitgevaert substation alterations
- Flight path aviation lighting and electrical distribution layout
- Profiling of OHTE conductors at bridges
- 25 kV Swing cantilever structure with material list
- The Employer requires that steel masts and bolt group foundations be offered in the main offer as per the Employers minimum specifications/designs. Concrete masts and associated requirements may be offered as a separate alternative. Refer to the Bidding document for details and requirements.
- Specifications and drawings for Concrete masts are included in the relevant Annexures should the Bidder offers it as an alternative to the main offer. Any additional or re-designs that the Employer may require during the design stages shall be provided for as per clause 5.2 below.

#### 5.2 DESIGN BRIEF AND DELIVERABLES

The Contractor shall review the existing Employer's designs and prepare a detailed design incorporating the minimum specifications.

The Contractor shall also develop the designs that were excluded from the Employers detailed design including but not limited to the specific items listed below:

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- The Contractor must do a detailed design of the On-the-Fly System at 3.60km and 61.72km respectively as per specifications BBF 0889 and BBF 2308 and the typical general arrangement drawing 3742963-7-000-E-LA-0024-01-05, including all power supplies, sensing units, protection, cabling, interconnections as may be required complete.
- Re-design/adapt the Transnet overlap (CEE-TPE-4) depicting a transition overlap (one off for tangent track and one off for curved track) between a weight tension (3kV DC, 1.425m separation) system and a spring tension (3kV DC, 2m separation) system to cater for the Majuba system consisting of a weight tension (25kV AC, 1.2m separation) system and a spring tension (3kV DC, 2m separation). The transition overlaps (25kV AC auto tension to 3 kV DC spring tension) are situated on the 25kV AC side of OTF1 and OTF2. For OTF1: between location PS 3/679 and PS 3/787 on layout drawing 3742963-7-000-E-LA-0014-04-0C and for OTF2: between location PS 61/567 and PS 61/659 on layout drawing 3742963-7-000-E-LA-0016-01-0D.
- The Employers OHTe dropper chart CEE-TVC-2 is designed/compiled for an 80mm<sup>2</sup> Cu catenary. The OHTe system is designed with a 162mm<sup>2</sup> ACSR (Tiger) catenary. The Contractor shall adapt/redesign the dropper chart CEE-TVC-2 for the design catenary size of 162mm<sup>2</sup> ACSR. The Contractor shall provide two updated dropper charts (one for the 3kV DC section and one for the 25kV AC section) to be approved and validated by TFR.
- The Contractor shall propose/design a method and provide a suitable solution/design for the sagging and tensioning of all fixed termination wires.
- Design a suitable solution for the 250 AAC return conductor anchor arrangement at negative return feeder anchors on the 25 kV AC as may be required. The mast may not be used as a conductor at the negative return conductor terminations. A transition busbar and bonding system between the negative return conductor and the actual rail bond must be designed.
- The detail design for the additional 3kV DC traction breaker at Nooitgedacht substation. This shall include the power plant designs, control plant designs, protection settings and configuration and the design of the extension required onto the substation building to accommodate the new 3kV DC breaker. The design must take due cognisance of the constructability and maintainability as well as compatibility with the existing equipment. The conceptual/typical design and drawings for the building is Drg. 3742963-7-000-E-LA-0020-34-0B and single line diagram Drg 3742963-7-000-E-LA-0020-33-0B.
- The Contractor shall review all pipe crossings as per Annexure D SUM Schedule of Sleeve Pipes and make provision for any additional that they may require (Including Nooitgedacht Sub)
- Any additional designs for concrete masts, associated foundations, lightning protection, small part steel and others that may arise or as may be required by the Employer if they are offered as an alternative design.
- Any temporary works required

### 5.3 DRAWINGS

The list of all drawings prepared by the Employer is attached as Annexure A: OHTe Schedule of Drawings.

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## 5.4 SERVICE CONDITIONS

The equipment shall be designed and rated for operation under the following service conditions:-

Description	Criteria
Altitude	0 To 1 800m Above Sea Level
Ambient Temperature Range	Minus 5 °C To Plus 50 °C
Relative Humidity	10% To 90%
Wind Pressure on Equivalent Projected Area Normal to Direction of Wind	750Pa
Lightning Conditions	12 Flashes / km <sup>2</sup> / Annum

## 6. PLANT AND MATERIALS WORKMANSHIP AND STANDARDS

### 6.1 GENERAL WORKS REQUIREMENTS

Supply and install steel masts and bolt group foundations.

Supply and erect 3kV DC OHTE wiring spring tensioned.

Supply and erect weight tensioning devices

Supply and erect single earth transmission line

Supply and erect H-mast equipment and transformers.

Supply and erect all steel work onto the masts.

Supply and install bridge fittings with cross-span and insulators.

Earthing and bonding masts to rail.

Earthing and bonding of rail turnouts.

Supply and install spring tension anchors.

Supply and install mid – point anchors.

Supply and install track sectioning switches.

Supply and install aerial bundle conductor at bridges.

Supply and install outriggers for the transmission line.

Design, supply and install the OTF AC – DC voltage separation system as well as the interface overlap on the AC section after the O.T.F

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Overlaps on tangent tracks.

Overlaps on curve tracks.

Setting out of the Works for foundation positions.

Supply and install height gauges.

Supply and erect 25kV AC auto tension swing cantilever type.

Supply and install section insulators, neutral sections and TSS's

Supply and install all required signage in accordance with TFR specifications

Supply and install two cubicles for housing the O.T.F. equipment at each O.T.F.

Commissioning and testing of the Works

## 6.2 MATERIALS

All material specifications are covered in the assembly drawings, component drawings and generic specifications listed in Annexures A and B of this part.

## 6.3 TOLERANCES

Tolerances must be in accordance with all relevant specifications and drawings.

## 6.4 COMPLIANCE WITH SUPPLIERS PROCEDURES

The Contractor shall comply with all manufacturer/suppliers installation procedures and manuals for all equipment.

## 6.5 FOUNDATIONS

Foundations shall be of the bolt group type as per drawing CEE -TQ-17.

During the excavation process of the foundations the Contractor shall determine the relevant soil conditions to select the correct interpretation of the foundation required in terms of CEE-TQ-17. This process must be incorporated into the Contractors QCP.

The top of the foundation block shall be completely level and of a good finish so that the top of the erected mast does not deviate from true vertical by more than 12mm.

Extension pieces (C-links) shall be used to bring reinforcement to within 300mm of bottom of foundation hole.

Foundation shall be cast as a whole. (When different batches of concrete are used, the first batch shall not be allowed to set before the next batch is cast).

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A minimum distance of 150mm shall be allowed between reinforcing and ground. (Side and bottom of the hole).

All foundations shall be cast at 3,2m centres or as otherwise stated or shown on the OHTE layout drawings.

Anchor foundations shall be built to drawing CEE TQ 43 but the top of the foundation above ground level shall be 200mm and not 100mm as drawing shows.

It is essential that no masts are erected on newly cast foundations for a period of seven days after casting.

## 6.6 MASTS

The standard mast length is 9.5m unless otherwise stated or shown on the layout drawings. Typically: 8.5m masts are used at the aviation flight path, 10m masts are used where the 11kV transmission line crosses the track and 10.5m masts are used where the 11kV transmission line changes to aerial bundle conductor.

Mast to be galvanized to SANS specification 14713

The masts that support the 11kV transmission line shall be adequate to provide a minimum safety clearance of 1.95 meters between the 11kV and the 3kV

The minimum size of normal cantilever masts shall be 206 x 204 x 52.1 kg/m

The minimum size for an anchor mast shall be 216 x 206 x 71.5 kg/m

Insulation between the mast base and the bolt group in the DC section is required as per drawing CEE TU 143. It shall be properly sealed with Denso tape, paste and mastic.

Mast location numbers shall be stencilled onto the web of the mast as per Engineering Instruction B008.

All masts except those for PPO's on curves shall have the standard back-rake so that the loaded masts are in the true vertical position.

## 6.7 SMALL PART STEELWORK

All small part steelwork shall be galvanized as per drawings and SANS Specification 14713.

Clamping brackets (back straps) shall be installed and not "Bolt adapters (Lindapters)", to secure all mast attachments to the galvanized masts.

## 6.8 STEELWORK

All double booms, switch structures and H-Masts to be mild steel and galvanized to SANS Specification 14713.

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**6.9 WIRING**

## 3kV DC wires

Contact wire	161mm <sup>2</sup> Hard drawn copper
Catenary	162mm <sup>2</sup> ACSR (Tiger)
Feeder	800mm <sup>2</sup> Aluminium (AAC)
Feeder	500mm <sup>2</sup> Aluminium (AAC)
Earth wire	50mm <sup>2</sup> ACSR (Rabbit)
Jumpers (FCC)	160mm <sup>2</sup> Cu (Flex copper wire)
Dropper wire	ø4mm Stainless steel
Rail to Rail bonds	97mm <sup>2</sup> PVC covered galvanized steel wire
Mast to Rail bond	97mm <sup>2</sup> PVC covered galvanized steel wire

Normal contact wire height from rail level: 5150mm

System separation: 2m

## 25 kV AC wires

Contact wire	107mm <sup>2</sup> Hard drawn copper
Catenary	162mm <sup>2</sup> ACSR (Tiger)
Feeder from Substation	500mm <sup>2</sup> AAC
Overhead Track Feeder	250mm <sup>2</sup> AAC (Cockroach)
Negative Return	250mm <sup>2</sup> AAC (Cockroach)
Jumpers (FCC)	160mm <sup>2</sup> Cu (Flex copper wire)
Dropper wire	ø4mm Stainless steel
Rail to Rail bonds	97mm <sup>2</sup> PVC covered galvanized steel wire

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Mast to Rail bonds	97mm <sup>2</sup> PVC covered steel wire
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Normal contact wire height from rail level: 5150mm

System separation: 1.2m

11kV Transmission line

Phase wire	50mm <sup>2</sup> ACSR (Rabbit)
Earth wire	50mm <sup>2</sup> ACSR (Rabbit)
Aerial Bundle Conductor	3-core 70mm <sup>2</sup> PVC AAC

A feeder catenary contact (FCC) jumper shall be provided in each span, between the number 1 and number 2 droppers.

The Contractor shall propose/design a method and provide a suitable solution/design for the sagging and tensioning of all fixed termination wires. The minimum clearance from any negative return conductor to any live 25kV AC conductor is 900mm, as per clause 9.20 of Specification CEE.0041.

In Spring Tensioned DC sections with 80mm<sup>2</sup> Cu or 162mm<sup>2</sup> Tiger catenary wires, the catenary tension is to be 6,680 kN and the contact wire tension is to be 21kN. In the AC auto tensioned sections where 162mm<sup>2</sup> Tiger catenary wires are used the tension is to be 11kN in both the catenary and contact wires, and weights in the WTD to total 750kg. Standard yoke plates will be used.

Loop lines crossing into main lines are to be weight tensioned.

Contact wire heights of the new siding link lines must be graded to match existing Coal line and Majuba siding/yard contact wire heights at take-off points.

Only crossed contact method of wiring must be used, knuckling of contact wires is not permissible.

Wires shall be thoroughly cleaned at all places where current carrying clamps are to be installed and an approved electric jointing compound shall be used inside all clamps.

Wires going to anchor shall not touch the pantograph outside the normal stagger area even with an upward pantograph pressure of 100 Newton.

On tangent track the contact wire shall be staggered 200mm on alternative sides from the centre line of the overhead track at successive structures. On curves the stagger shall be 240mm from the centre line of the overhead track towards the outside rail at all structures and shall be on the centreline at mid span.

The catenary and contact shall be kept plumb.

The catenary hold-off arrangement as shown on drawing CEE-TN-312 shall be installed at all catenary suspension points on curves with radii less than 500 metres.

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The Contractor shall suitably grade the OHTE wiring where required. Grading shall be 1:250 on main lines and 1:120 in crossing loops or yards.

All contact and catenary wires shall be tensioned via a Weight Tension Device (WTD) in the AC section. The catenary will be terminated solid and the contact wire will be spring tensioned in the DC sections. The two interface overlaps on either side of the two OTF's in the AC section will contain both spring and WTD and allow for the transition between the different system separation and contact wire sizes.

The Employers OHTE dropper chart CEE-TVC-2 is designed/compiled for an 80mm<sup>2</sup> Cu catenary. The OHTE system is designed with a 162mm<sup>2</sup> ACSR (Tiger) catenary. The Contractor shall adapt/redesign the dropper chart CEE-TVC-2 for the design catenary size of 162mm<sup>2</sup> ACSR. The Contractor shall provide two updated dropper charts (for the 3kV DC section and the 25kV AC section) to be approved and validated by TFR.

Re-design/adapt the Transnet overlap (CEE-TPE-4) depicting a transition overlap (one off for tangent track and one off for curved track) between a weight tension (3kV DC, 1.425m separation) system and a spring tension (3kV DC, 2m separation) system to cater for the Majuba system consisting of a weight tension (25kV AC, 1.2m separation) system and a spring tension (3kV DC, 2m separation). The transition overlaps (25kV AC auto tension to 3 kV DC spring tension) are situated on the 25kV AC side of OTF1 and OTF2. For OTF1: between location PS 3/679 and PS 3/787 on layout drawing 3742963-7-000-E-LA-0014-04 and for OTF2: between location PS 61/567 and PS 61/609 on layout drawing 3742963-7-000-E-LA-0016-01.

No contact wire splices will be allowed and any contact splices that may be required shall be approved by the Project Manager. Only Cu-Ni-Si contact wire splices may be used, no other materials like DZR brass may be used.

The Contractor shall apply construction earths at suitable locations along the OHTE (3kVDC/25kVAC/11kV) wiring as it progresses.

The Contractor shall record the construction earth locations in a suitable control sheet as well the removal thereof during the energising process.

The Contractor shall physically inspect the line for any breaches of insulation prior to energising.

## 6.10 INSULATORS

All 3kV, 25kV and 11kV insulators must be of the vandal proof type.

The 25kV AC composite vandal proof insulator to be used in tension load configurations must be as to drawing BBB0281.

The 25kV AC composite vandal proof insulator to be used in compression load configurations must be as to drawing BBB0429.

Section insulators to be Transnet Freight Rail approved.

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## 6.11 11KV TRANSMISSION LINE

The 11kV composite vandal proof post type insulators shall be 11kV 50Hz AC Silicon with cantilever load rating to SANS 61952. Safe cantilever load shall be equal or better than 5-kN. The associated steel components shall be galvanized to SANS14713.

An Automatic Recloser Breaker will be installed on new H-Frame: 128/4C and 128/4E to feed the Majuba 11kV transmission line from the existing TFR 11kV line. This will be secondary feed and will only be used as an emergency and or for sectioning purposes. The main 11kV line feed will be from the 11kV substation at substation 6 (65.9km)

The Contractor shall transpose the transmission line at optimal locations (approximately 10km spacing) along the length of the line. The transposition shall be done at H-frame positions. The Contractor shall depict/label the phase wires at each step-down point along the line with due cognisance of the transposition. This is to ensure the vector grouping/phase rotation and potential paralleling of the TFR/Eskom supplies to the 11kV line.

Wraplock ties shall be used to fasten the phase wires onto the 11kV vandal proof insulators.

Phase wires and earth conductors shall be double strung where the transmission line crosses the OHTE and service roads as per the design layout.

Between 66.771 km and 67.113 km the 11kV transmission line changes to aerial bundle conductor to allow for the required flight path clearance for the nearby air field, in accordance with South African Aviation Regulations. Between 66.821 km and 67.061 km the aerial bundle conductor is suspended at catenary height. See clause 3.22 for flight path lighting distribution. 66.821 km and 67.061 km

## 6.12 SWITCHES AND MOD'S

3kV DC Track or motor operated track switches shall be as per drawing CEE-TMGB-9, and shall comply with specification No's. CEE.0228 and ENW-S2C-4.

25kV AC Track or motor operated track switches shall comply with specification No. CEE.0040.

Track sectioning switch structure 25kV AC auto tension swing cantilever as per drawing CEE-TMG-12.

Feeder cables from the new DC track breaker in Nooitgedacht substation, to the new feeder track switch structure shall be 2 x 500mm<sup>2</sup> XPLE single core cables.

The existing feeder cables to the new position of the feeder switches F49 and F51 including F48 and F50 must also be replaced with 2 x 500mm<sup>2</sup> XPLE covered single core cables per switch.

Track and feeder switches as per switching diagram must be motor operated (MOD) and controlled through telecontrol equipment to the Electrical Control Office in Empangeni.

The motor-driven operating mechanism's that are to be used must be approved by TFR before installation and must comply with the following:

- The motor for operating the track switch must be of the 24 volt DC type. The motor must be adequately rated for the duty it is required to perform and must also be thermally protected against overload. The motor drive must be connected to the operating rod through suitably designed gears.

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Open and close operations of the switch shall be achieved by reversal of the direction of the motor drive.

- Limit switches must be fitted so that they operate at the extremities of the stroke. These limit switches shall be mounted on or in the drive mechanism or be suitably secured to the operating rod.
- The track switch will be telecontrolled. The operating mechanism contactor must not burden the telecontrol interposing relays by more than 5A.
- A clutch must be included in the driving mechanism to ensure that the driving motor is protected should the limit switches fail to function, or the cycle of operation is interrupted between initiation and completion.
- All limit switches and auxiliary contacts shall be suitably rated. The contacts must be constructed of an approved metal to minimise damage to contact surfaces due to arcing and oxidization.
- Adequate separate auxiliary contacts shall be provided for “open/close”, and “local/remote” indication.
- In addition to the contacts referred to above, two separate change-over limit-type auxiliary contacts shall be provided. All limit switches, auxiliary contacts and change-over contacts shall be dustproof and be housed in a weather-proof enclosure.
- A switching operation once commenced shall be completed without interruption. Pulse type controls shall be provided.
- The motor-driven operating mechanism shall either be housed separate from or together with the contactors, and a suitable press button switch, for local control, in a lockable, weather-proof galvanised enclosure. The enclosure shall also be designed to avoid the ingress of vermin and stinging insects. The enclosure must be designed to be attached to the switch structure.
- The weather-proof enclosure referred to above shall also accommodate a thermostatically controlled heater to ensure reliable heating in order to prevent moisture condensation inside the enclosure. The heater must be suitable for connection to a 230 volt AC power supply.
- The weather-proof enclosure shall be constructed so that access to all equipment is easily obtained by removable panels or by withdrawal of the complete assembly.
- The battery supply, main supply and control cables to the motor driven mechanism will be supplied by the signalling part of this contract.
- A suitable terminal strip for connecting all incoming cables shall be provided in an accessible position in the mechanism enclosure. All internal wiring and cable terminations associated with the mechanism enclosure shall be undertaken by the Contractor,
- The motor-driven operating mechanism must have a removable handle for in situ, direct, manual operation of the track switch in the case of a mechanism or power failure.
- The handle shall be accommodated and locked inside the mechanism enclosure when not required. Unauthorised manual operation of the track switches shall be prevented as far as possible.
- If the track switch is physically locked in the on or off positions, this operation shall automatically disconnect the motor to prevent possible damage should the track switch be inadvertently operated from remote.

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- Contacts must be provided to indicate at the remote point that the switch has been locked.

### 6.13 OTF: VOLTAGE SYSTEM CHANGE OVER “ON-THE-FLY”

The change over from DC/AC and AC/DC will occur at 3.60 km and 61.72 km respectively. Trains approaching, or on route to a system voltage separation section will pass through a Locomotive Identification System (LIS). This system will identify if there is any non-dual voltage locomotive on the train and will interlock with the signalling system in order to stop the train on route. The LIS will be the responsibility of the signalling part of this contract for installation.

The system is designed for dual voltage locomotives changing modes on the fly (while moving) without lowering pantographs. That is, changing from one supply system voltage to another.

This will be accomplished by installing a Neutral Section between the two power supply systems, ensuring that the two supply systems are not bridged out.

Section Insulators with the necessary sensing equipment (protection system) will be installed at either end of the Neutral Section to detect locomotives that has not switched off, before it enters the Neutral Section. The protection system serves as a backup in the event of a locomotive not switching off.

In the event of a locomotive that fails to switch off, the power supplies (HV circuit breakers feeding the section) at both ends (AC and DC) will be opened to protect the overhead track equipment and locomotive. The Contractor will be responsible to make this electrical connection, for the secondary protection, between the telecontrol equipment at the 3kV DC Nootgedacht substation and the 25kV AC substation 1 and 2 breakers for OTF1. Further the Contractor shall make electrical connection for the secondary protection between telecontrol equipment at 3kV DC Nieuw Gevonden substation and the 25kV AC Substation 3 and 4 breakers for OTF2.

The Contractor must do a detailed design of the On-the-Fly System at 3.60km and 61.72km respectively as per specifications BBF 0889 and BBF 2308 and the typical general arrangement drawing 3742963-7-000-E-LA-0024-01, including all power supplies, sensing units, protection, cabling, interconnections as may be required complete. The Contractor shall also supply and install the complete system. The dark fibre including the patch panel for the upstream tripping at the OTF's and the breakers at the relevant substations will be supplied and installed by the Signalling part of this contract. The Contractor shall provide all the interconnections/equipment for the successful operation thereof.

### 6.14 NEUTRAL SECTIONS

Neutral Sections at substations and TSS are indicated on OHTE Layout drawings and must be TFR approved.

The TSS's shall be installed as per drawing CEE-TMGB-0012.

### 6.15 OPTIC FIBRE SUSPENSION ON MASTS

The optic fibre installation will be done by the signalling part of the contract.

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The optic fibre cable shall be suspended on brackets on the OHTE masts from which the optic fibre can be unhooked with insulated sticks and lowered to ground for repairs and maintenance.

On the outside of the mast, immediately below the bracket securing the earth/return conductor support arm to the masts. This will place the optic fibre above the catenary and feeder wire heights and out of the way of maintenance aerial platforms and cranes. Note that the earth wire or 250mm<sup>2</sup> return conductors will be suspended towards the centre line of track on an earth wire/return conductor support arm and accessibility to it for maintenance will be affected.

At fixed catenary, feeder and mid-point anchor make-offs no horizontal extensions are required.

The optic fibre cable will be suspended on independent poles a minimum of 2m behind the OHTE mast at switch structures, H-masts and lightning protection arching horn, at fibre joint positions, where ever the transmission line is lowered and routed on the outside of the masts.

## 6.16 BONDING AND EARTHING

All bonding must comply with TFR, Bonding and Earthing Handbooks, CEE 0060 and CEE 0059 for 25kV and 3kV sections respectively. Train authorisation and control is via track side axle counters, therefore both legs of the railway line are available for traction return current and must be bonded as stipulated in the handbooks above. **The Employers bonding layout designs do not necessarily depict the updated axle counter bonding designs and the designs must be updated in accordance with the signalling axle counter/track circuit layout design.**

All rail bonds must be copper equivalent steel bonds for theft purposes.

**In the AC Section:** Mast-to-Rail bonds required: 1x 97mm<sup>2</sup> Steel PVC sheath stranded flexible galvanized steel wire

**In the DC Section:** Mast-to-Rail bonds required: 1x 97mm<sup>2</sup> Steel PVC sheath stranded flexible galvanized steel wire.

The mast may not be used as a conductor at the negative return feeder terminations. A transition busbar and bonding system between the negative return conductor and the actual rail bond must be designed. The Contactor must provide a detailed design and drawing for this arrangement for approval by TFR before construction.

Clause 6.1 of Specification CEE 0060 (25kV AC Bonding handbook) details the transition requirements for mast base insulation and sacrificial earth spikes over a 15km section into the 25kV AC section after the 3kV DC section.

The first 7.5 km of the 25kV AC section from the OTF will require a sacrificial earth spike to be connected to every 5th mast or structure as well as mast base insulation. Refer to Figure 6b of CEE 0060 for details of the sacrificial earth spike.

On the second 7.5km of the 25kV AC section from the OTF one of the bolt group top insulation washers must be left out and the nut screwed down so that the mast is short circuited to the bolt group.

Expanding collar with nut type rail bond fasteners are to be used.

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Lightening protection arcing horns (reflected as "LA"-Lightning Arrestor on the layout drawings) shall be provided at  $\pm 800\text{m}$  intervals on the 3kV DC section. The arcing horns are fitted to the mast side and connect to the catenary with jumpers.

The Works shall include the bonding to track of all steelwork on the OHTE structures, as well as the provision of track cross- bonds and grading rings at AC switches.

A double 97mm<sup>2</sup> PVC sheath stranded flexible galvanized steel wire, mast to rail bond shall be installed at every mast not connected to an earth wire.

Mast to rail bonds shall be provided at intervals not exceeding 350m or roughly every 5th structure in the AC section and 335m in the DC section.

Cross-bonds must be installed between all traction rails at both ends and in the centre of yards or loops or at intervals not exceeding 500m whichever is the shorter.

Rail to rail bonds on main lines must be provided at the same position as mast-to rail bonds.

Equalising bonds shall be provided every 350m, where both rails are available for the return circuit.

Where signalling circuit changes from one rail to the other at insulated block joints, nine diagonal bonds of 97mm<sup>2</sup> PVC stranded flexible galvanized wire shall be provided between the rails to ensure return current continuity. All steel bridges crossing rivers shall be double bonded to rail through spark gaps in the DC sections.

The Employers design shows the positioning of all the required bonding for the Works. These positions will be reviewed and confirmed as part of the Contractor's design.

## 6.17 GREASING

The following type of grease should be used on the OHTE, being Oxidized grease (Penetrox grease or Denso electrical jointing compound or similar).

All Aluminium electrical connections e.g. "T" clamps, splices, bi-metallic clamps and strain clamps to be covered inside with an electrical jointing compound before clamping. The outside of these fittings must be lightly covered with anti-corrosive grease.

## 6.18 NOOITGEDACHT 3KV DC TRACTION SUBSTATION

The Nooitgedacht traction substation building must be extended to accommodate an additional 3kV DC high speed circuit breaker. See drawing 3742963-7-000-E-LA-0020-34 for proposed building alteration details. The alterations must match the existing building's brickwork, roof and finishing's.

The (building) Contractor must bear in mind that the substation is "live" and personnel and equipment will need to be protected by the installation of barriers and dust shields during civil construction. These barriers will need to be approved by the appointed Transnet Electrical Officer before work commences. The Contractor will need to request an outage from TFR to install his/her barriers, thereafter the substation will be energised and all equipment must be considered "live".

The four existing HT cables from the 3kV DC positive bus bar to the track switch structure next to the rail will be replaced by the TFR contract to accommodate the building extension in accordance with

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specification BBB 5452 clause 34.0. The new HT cables will need to be installed before the substation building extension takes place so as to prevent any contact with the existing live underground HT cables, should the cables not be relocated before the building alterations, the Contractor will have to provide protection against physical damage to the existing HT cables. **The TFR contract will install two additional cables for the new breaker that feeds the Eskom private siding. The TFR contract will coil the cables up inside the busbar chamber for connection by this Contract.** The Contractor must request in advance, electrical outages from TFR to connect and disconnect the cables and equipment **as may be required.**

The Contractor shall supply and install a track feeder high speed DC circuit breaker to match the existing breakers in accordance with TFR specification BBB 5452 clause 25.0 and specification CEE-0099.

The positive bus bar extension, earthing requirements, cabling to control panels and telecontrol equipment also forms part of this Works and must comply with specification BBB 5424 clause 33.0. The Contractor shall also be responsible to wire the new track breaker control and indication requirements through to the telecontrol equipment as well as to interface the receive unit for the dark fibre coming from the "On-the-Fly" with the breaker.

Existing cable entries and cable trenches are to be altered to accommodate the extension of the building. The Contractor shall also include in his pricing and schedule, any EL&P additions/alterations that may be required as a result of the substation building extension and **issue an Electrical Compliance Certificate** therefore. The optic fibre cable for the telecontrol equipment **will also need to be relocated.**

The 11kV MOD (128/4B and 128/4D) and Automatic Vacuum Recloser (128/4C and 128/4E) auxiliary supplies will be fed from the substation power supply. The telecontrol of these units will also be incorporated into the substation telecontrol system. The Signalling part of this contract will execute it.

## 6.19 AUTOMATIC RECLOSER BREAKER AND 11KV MOTOR OPERATED LINKS

### For Information:

**The TFR Contract will be responsible to supply and install** an 11kV automatic recloser breaker at H-Frame location 128/4C and 128/4E in accordance with Specification BBC 8111.

The **TFR Contract** shall install 11kV Motor Operated Links in accordance with typical specification CEE-0040 at H-Frame location 128/4B and 128/4D. Specification CEE-0040 specifies the requirements for 25kV motor operated track switches and the **TFR Contract** shall modify the motor operated disconnect in order to get the correct opening and closing stroke for the 11kV switch links.

A cable will feed from H-frame 128/4B&D onto the Automatic Vacuum Recloser at H-frame 128/4C&E.

## 6.20 11KV STEP DOWN POINT LV DISTRIBUTION

All mast and H-Frame mounted step down transformers shall be connected on the 11kV and LV sides. On the LV side the Contractor shall provide the cabling between the transformer secondary and the LV distribution box on the mast. The cabling to the respective loads will be done by the signalling part of the contract. The distribution box shall be rated at IP55 and shall be fitted with a correctly rated withdraw-able circuit breaker. The Contractor shall ensure that the complete installation complies with SANS 10142 and TFR drawings and specifications.

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## 6.21 FLIGHT PATH LIGHTING DISTRIBUTION

The Contractor shall supply and install five aviation lights between 66.821 km and 67.061 km, with all associated equipment i.e. cables, terminations, DB's, junction boxes etc. As per Drg 3742963-7-000-E-LA-0021-01.

The Contractor shall install a separate DB box with suitable protection at the H-Frame at km 67/138. Connection into the signals DB will not be allowed.

The aviation lights shall be mounted on 11m long wooden poles of diameter 200/219 on the top of the pole and not on the side. A suitable bottom entry bracket shall be used to attach the light to the pole. The Contractor shall ensure when erecting the poles and lights that they do not extend into the flight path. The lights shall be lower than 10m from the formation level but not lower than the OHTE masts.

The OHTE mast between 66.771 km and 67.113 km shall be painted 1m from the top in a colour which has a sharp contrast with the background. The Contractor shall get approval from the Project Manager for the paint type and colour.

## 6.22 DEMOLITION

All foundations in Majuba siding/yard and in the section between Ermelo and Nooitgedaght substation that form part of the Works must be demolished to a level of 300mm below the surrounding formation level and be covered with soil. All spoil from the excavation of the new mast foundations in the section and station siding/yard at Majuba must be removed from the site and disposed of as per applicable Environmental Regulations.

All demolished materials (excluding old foundations), shall be stockpiled at Nooitgedacht and Majuba yards respectively from where it will be transported and stacked at the TFR Maintenance Depot - Ermelo for reverse logistics by TFR.

Special care shall be taken with the security of the non-ferrous metals during the demolition and transport process.

For safety and theft purposes no materials must be left lying in the section overnight.

## 6.23 MAST NUMBERING

Mast location numbers shall be stenciled onto both sides of the mast with an approved TFR paint specification with a white background with black numbers according to TFR Engineering Instruction B.008 Issue 2 "Numbering of Overhead Track Structures".

## 6.24 TESTING, PRE-COMMISSIONING AND COMMISSIONING

### 6.24.1 Payment Clause Definitions

"Commissioning" used in the clauses below shall imply pre-commissioning and or commissioning but for payment purposes the following definitions shall apply:

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- Pre-commissioning will generally imply:
  - Generally FAT and SAT.
  - Generally all works required pre-energising.
  - Completion Certificate.
- Commissioning will generally imply:
  - Testing and validation of the LIS/OTF system after energising.
  - Any interface testing between the OHTE and other parts of the Works as may be required.
  - Training.
  - Hand-over.

### 6.24.2 General

The Contractor shall test the OHTE work in accordance with the tests identified below and provide the Project Manager with test certificates.

- Physical observation test where the following are checked:
  - no damaged equipment
  - electrical bonds and jumpers are connected and correctly orientated
  - no broken or loose droppers
  - no loose connections
  - no masts leaning over
  - all construction earth wires are removed prior to energizing
- Test the insulation to make sure the mast is properly insulated from the foundation in the DC sections. If the resistance is more than 20 ohm, it can be assumed that the insulation is sound.
- Contact wire splice test. Test all set screws of a contact wire splice with a torque wrench at least 7 days after installation. The test is passed if the torque of all set screws exceeds 51Nm.
- Height and stagger level. The height and stagger of the contact wire are measured at every structure and at the midpoint between structures in zero wind conditions. The test is passed when all measurements are within the installation tolerances of the design contact wire heights and staggers and recorded on the QA sheets.
- Mast clearance test. The distance between the centre of a mast and the centre of the track is measured at every mast. The test is passed if measured distance is not less than theoretical design offset minus installation tolerance.
- Dynamic tension test. The counterweight is moved up and down at least five times. The test is passed when the counterweight moves freely and returns to within 5mm of its original vertical position.

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- Height and stagger test (post commissioning). The height and stagger test is repeated following final alignment of the track by the Perway contractor.
- Notwithstanding the above tests, all OHTE construction installation shall comply with the relevant Transnet Specifications.
- All FAT and SAT requirements for Nooitgedacht substation alterations
- All FAT, SAT, pre-commissioning and the commissioning as may be required for the LIS/OTF system.
- All interface testing between the OHTE and the other parts of the Works as may be required for both the pre-commissioning and the commissioning as may be required.

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**Appendix (III)**

**NON DISCLOSURE AGREEMENT - SERVICES**

**[January 2014]**

**"PREVIEW COPY ONLY"**

**THIS AGREEMENT is made between**

**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]

whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

**and**

**the Company as indicated in the RFP bid response hereto**

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- a) is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
  - b) was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

- c) following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

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

### **3. RECORDS AND RETURN OF INFORMATION**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- a) return all written Confidential Information [including all copies]; and
  - b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 b) above.

### **4. ANNOUNCEMENTS**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

### **5. DURATION**

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

### **6. PRINCIPAL**

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

### **7. ADEQUACY OF DAMAGES**

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

### **8. PRIVACY AND DATA PROTECTION**

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

**9. GENERAL**

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

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# RFQ FOR THE SUPPLY AND DELIVERY OF 3KV MOTOR OPERATED DISCONNECTS TRACK SWITCH

## 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

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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 norms, 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

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in Section 2 of the RFP 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.

**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:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
	2
Non-compliant contributor	0

- 4.2 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.
- 4.3 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.
- 4.4 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,

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
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substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 4.5 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 transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 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 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 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

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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

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

\_\_\_\_\_  
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- 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:.....



**GENERAL BID CONDITIONS - GOODS**

[February 2015]

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## 1 DEFINITIONS

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

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

## 2 GENERAL

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

## 3 SUBMITTING OF BID DOCUMENTS

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

## 4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission and not a reprocessed copy or other format thereof.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

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

## **6 VALIDITY PERIOD**

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

## **7 SITE VISITS / BRIEFING SESSIONS**

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

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

## **9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the Chairperson or the Secretary of the relevant Acquisition Council.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

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

## **11 POST TENDER NEGOTIATIONS**

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

## **12 RETURNABLE DOCUMENTS**

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

## **13 DEFAULTS BY RESPONDENTS**

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

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

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

## **14 CURRENCY**

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

## **15 PRICES SUBJECT TO CONFIRMATION**

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

## **16 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

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

## **17 EXCHANGE AND REMITTANCE**

- 17.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 17.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.



- 17.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 17.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 17.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 17.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

## **18 ACCEPTANCE OF BID**

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

## **19 NOTICE TO UNSUCCESSFUL RESPONDENTS**

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

## **20 TERMS AND CONDITIONS OF CONTRACT**

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

## **21 CONTRACT DOCUMENTS**

- 21.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 21.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

21.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

## **22 LAW GOVERNING CONTRACT**

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

## **23 IDENTIFICATION**

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

## **24 RESPONDENT'S SAMPLES**

24.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.

24.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.

24.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods delivered in execution of a contract.

24.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

## **25 SECURITIES**

25.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

25.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.

25.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.

25.4 For the purpose of clause 25.125.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy

of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier to cancel the contract with immediate effect.

25.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 25 will be for the account of the Supplier.

## **26 PRICE AND DELIVERY BASIS FOR GOODS**

26.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [ICC Incoterms 2010] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

26.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [ICC Incoterms 2010] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

## **27 EXPORT LICENCE**

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier's manufacturer or forwarding agent shall be required to apply for such licence.

## **28 QUALITY OF MATERIAL**

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

## **29 DELETION OF ITEMS EXCLUDED FROM BID**

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

## **30 VALUE-ADDED TAX**

30.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

### **31 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

#### 31.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 31.1 (a) above. Failure to comply with clause 31.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

#### 31.2 Conditional Discount

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

### **32 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS**

#### 32.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

#### 32.2 Delivery Period

- a) Period Contracts and Fixed Quantity Requirements

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

b) Progress Reports

The Supplier may be required to submit periodical progress reports with regard to the delivery of the Goods.

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

### 33 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

33.1 Copyright

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

33.3 Drawings and specifications

33.4 In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

33.5 Respondent's drawings

33.6 Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

33.7 Foreign specifications

33.8 The Respondent quoting for Goods in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

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

34.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.

34.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

- 34.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 34.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 34.5 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 34.6 The attention of the Respondent is directed to clause 25 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

### **35 CONFLICT WITH ISSUED RFX DOCUMENT**

- 35.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

### **36 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 36.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 36.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

- 36.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 36.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 36.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
  - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
  - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 36.6 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
  - b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;

- c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
  - d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.
- 36.7 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.
- 36.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 36.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 36.10 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

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