



TRANSNET SOC LIMITED  
(REGISTRATION NO.1990/000900/30)  
TRADING AS  
TRANSNET FREIGHT RAIL

## NEC3 Engineering & Construction Short Contract (ECSC)

RFQ No. MMC-ERAC-FDT-016507 CIDB

Design, manufacture, install, test and commissioning of  
25KV AC Primary Circuit Breaker Control Panels for  
Overvaal Traction Substation under the control of Depot  
Engineer Ermelo.

Opens on:	16 February 2015
Closing date:	26 February 2015 (at 10h00)
Validity date:	31 May 2015

Document reference	Title: <b>Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo</b>	No of pages
<p><b>Part T1</b></p> <p>T1.1</p> <p>T1.2</p> <p><b>Part T2</b></p> <p>T2.1</p> <p>T2.2</p>	<p><b>THE TENDER</b></p> <p><b>Tendering procedures</b></p> <p>Tender Notice and Invitation to Tender</p> <p>Tender Data</p> <p><b>Returnable documents</b></p> <p>List of Returnable Documents/Schedules</p> <p>Returnable Schedules</p>	
<p><b>Part C1</b></p> <p>C1.1</p> <p>C1.2</p> <p><b>Part C2</b></p> <p>C2.1</p> <p>C2.2</p> <p><b>Part C3</b></p> <p>C3.1</p> <p><b>Part C4</b></p> <p>C4.1</p>	<p><b>THE CONTRACT</b></p> <p><b>Agreement and Contract Data</b></p> <p>Form of Offer &amp; Acceptance</p> <p>Contract Data</p> <p><b>Pricing Data</b></p> <p>Pricing instructions</p> <p>Price list</p> <p><b>Scope of Work</b></p> <p><i>Employer's Works Information</i></p> <p><b>Site information</b></p> <p>Site Information</p>	

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# Part T1: Tendering Procedures

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## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

### **RFQ No MMC-ERAC-FDT-016507 CIDB**

Transnet SOC Limited trading as Transnet Freight Rail invites renderers for Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo

**Tenderers should have a CIDB contractor grading designation of [2 EP](#).**

Queries relating to the administrative issues of these documents may be addressed to:

Ms. Matete Madisha  
Tel. No. 013 656 4254  
Fax. No. 013 656 4259  
E-mail: Matete.Madisha

A compulsory clarification meeting with representatives of the Employer will take place on **Friday, 20 February 2015, 10H00 at Transnet - Electrical Maintenance Depot, Amersfoort Road, Ermelo and thereafter proceed to the entire substations for physical site briefing.**

**(For direction please contact: Masala Nemasetoni On 083 444 0712**

**For safety reasons, suppliers must wear safety clothes (PPE)**

**Tenderers without a valid tender document in their possession will not be allowed to attend this compulsory clarification meeting/site inspections.**

Tenderers shall be responsible for their own travel arrangements and cost regarding the site meeting and site inspections.

Transnet reserves the right to accept the whole or any part of a tender. Transnet also reserves the right to negotiate terms and conditions with all, or a short-listed group of contenders, or the preferred tenderer, should it be deemed necessary.

**This tender closes punctually at [10h00 on Thursday, 26 February 2015](#).**

Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, facsimile and late tenders will not be accepted. Tenderers are warned that a tender will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer(s) or employees of Transnet Limited in respect of a tender between the date the tender is submitted and the date of the award. A Tenderer may, however,

at any time communicate with the Chairperson of the Transnet Freight Rail Acquisition Council, at telephone no. 011 5449486 on any matter relating to his tender.

Envelopes must not contain documents relating to any tender other than that shown on the envelope. *No slips are to be attached to the tender documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Tenderer to the actual tender documents.* Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Compliance of tender(s) with Transnet's requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet Limited in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.

### **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past.

TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 (Thirty thousand ZAR) will be evaluated accordingly. All transactions below R30000 will, as far as possible, be earmarked for Exempted Micro Enterprises (EME's).

TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies **approved** by SANAS (South African National Accreditation System, under the auspices of the DTI).

***In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.***

***However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).***

***BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.***

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all 7 (seven) elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
  - Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
  - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
  - EME’s should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

***Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.***

***Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.***

<p><b>Turnover:</b> Indicate your company’s most recent annual turnover:</p> <p>R.....</p>
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- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

**The DTI** has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry

- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

<b>DTI BBEE UNIQUE PROFILE NUMBER:</b> .....
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Failure to submit your BBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBEE evaluation.

Suppliers and Tenderers are requested to duly complete the Supplier Declaration Form (SDF) and provide all the relevant supporting attachments as requested. Failure to provide the following may disqualify your tender submission:-

1. Duly completed SDF
2. BBEE Certificate and detailed scorecard
3. Current tax clearance certificate

The Supplier and Tenderer shall furnish proof of the above to Transnet.

Transnet at its sole discretion may decide to allow certain price preferences in order to uplift the historically disadvantaged in terms of the PPPFA (Act 5 of 2000).

Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders/ Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a tenderer/contractor/ supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer/Contractor/Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud, corruption or other unethical activities to Transnet Tip-offs Anonymous, at any of the following addresses/contract numbers :-

- **Toll free anonymous hotline – 0800 003 056**
- **Email – Transnet@tip-offs.com**
- **Fax number – 0800 007 788**
- **Freepost DN 298, Umhlanga Rocks, 4320**

**CONFIDENTIALITY IS GUARANTEED.**

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## **Part T1.2: Tender Data**

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## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer is **Transnet Limited trading as Transnet Freight Rail.**

F.1.2 The tender documents issued by the employer comprise:

**Part T1: Tendering procedure**

T1.1 Tender notice and invitation to tender

- Suppliers Code of Conduct

T1.2 Tender data

**Part T2: Returnable documents**

T2.1 List of returnable documents

T2.2 Returnable Schedules

**Part C1: Agreements and contract data**

C1.1 Contract Data: General

C1.2 Contract data: The contractor's Offer and Acceptance

C1.3 Contract Data: Works Information

**Part C2: Pricing data**

C2.1 Pricing instructions

C2.2 Price list

**Part C3: Scope of work**

C3.1 Works Information

C3.2 Secondary specifications

C3.3 General specifications

**Part C4: Site information**

C4 Site information

- Principal Controlled insurance

F.1.4 The employer's agent is:

**Name:** Mr Masala Nemasetoni  
**Address:** Electrical Maintenance Department  
Ermelo  
**Tel:** 083 444 0712  
**E-mail:** [Masala.Nemasetoni@transnet.net](mailto:Masala.Nemasetoni@transnet.net)

F.2.11 The following Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2 EP** class of construction work, are eligible to submit tenders.

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2 EP** class of construction work; and

F.2.11(b) The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. No alternative tender offers will be considered.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

- F.2.13.3 Parts of the tender offer communicated on paper shall be submitted as an original, plus one copy.
- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

If posted, the envelope must be addressed to:

**The Chairperson  
Transnet Freight Rail Acquisition Council  
P.O. Box 4244  
JOHANNESBURG  
2000**

and must be dispatched in time for sorting by the Post Office to reach the Post Office Box indicated above, before the closing time of the tender.

If delivered by hand, to be deposited to the Transnet Freight Rail Acquisition Council tender box which is located in the foyer, and to be addressed as follows:

**The Chairperson  
Transnet Freight Rail Acquisition Council  
Ground Floor, Inyanda House  
21 Wellington Road  
ParkTown  
JOHANNESBURG  
2001**

It should also be noted that the above tender box is accessible to the public 24 hours per day, 7 days a week.

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

#### **Identification details**

Tenders must be submitted before the closing hour on the date as shown in F.2.15 below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No**
- (b) Description of work**
- (c) Closing date of tender**

- F.2.13.6 A two-envelope procedure will not be followed.
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is **(31 May 2015)**
- F.2.19 Access shall be provided for the following inspections, tests and analysis:  
Inspection of current arrangement foundation and steelwork condition and measurements in substation yards during the tender period after the site meeting and prior to the closing date of tender.
- F.2.23 The Tenderer is required to submit with his tender:  
Either a Certificate of Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the construction Industry Development Board Act (Form F006) and an original valid Tax Clearance Certificate issued by the South African Revenue Services.
- F.3.4 The time and location for opening of the tender offers are:  
Time: **10:00** on the closing date of tender.  
Location: **Transnet Freight Rail Acquisition Council,  
Ground Floor,  
Inyanda House,  
21 Wellington Road,  
Park Town,  
JOHANNESBURG**
- F.3.11.1 The procedure for the evaluation of responsive tenders is

The score for quality is to be calculated using the following formula:  
 $W_Q = W_2 \times S_O / M_S$

Where:  $W_2$  is the percentage score given to quality and equals **60**  
 $S_O$  is the score for quality allocated to the submission under consideration  
 $M_S$  is the maximum possible score for quality in respect of a submission

The score for financial offer is calculated using Formula 2 (option 1) of SANS294

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

$P_m$  = the comparative offer of the most favourable tender offer.  
 $P$  = the comparative offer of tender offer under consideration

Where:  $W_1$  is the percentage score given to financial offer and equals 100 minus  $W_2$ .

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_C = W_3 \times (1 + \frac{S - S_m}{S_m})$$

$S_m$

Where  $W_3$  is the number of tender evaluation points for quality and financial offer and equals:

- 1) 90 where the financial value, VAT inclusive, of all responsive tenders received have a value in excess of R1,000,000; or
- 2) 80 where the financial value, VAT inclusive, of one or more responsive tender offers equals or is less than R1,000,000.

$S$  is the sum of score for quality and financial offer of the submission under consideration.

$S_m$  is sum of the score for quality and financial offer of the submission scoring the highest number of points

Up to 100 minus  $W_3$  tender evaluation points will be awarded to Tenderers who complete the preference schedule and who are found to be eligible for the preference claimed. Tenderers shall submit BBBEE rating certificates with detailed scorecards that will be issued by the verification agencies that do their BBBEE ratings in accordance with the latest Department of Trade and Industry codes of Good Practice.

F.3.11.3 Only those Tenderers who score a minimum score of **70** points in respect of the following quality criteria are eligible to submit tenders.

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

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of **70**
- Proposals will be evaluated on price which will be allocated **80 points** and preference which will be allocated **20 points**, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.

- The 90/10 preference point system applies where acquisition of the Goods or Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- **In this RFQ, Transnet will apply 80/20 preference point system prescribed in the PPPFA.**

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

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

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

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

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

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

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

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

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

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

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

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

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [*Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details*].

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

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

**Stage One - Administrative responsiveness**

- Completeness of response and returnable documents

**Stage Two - Substantive responsiveness**

- All respondents must be graded on a **2 EP CIDB** grading.

*The test for Administrative responsiveness and Substantive responsiveness must be passed for a Respondent's Quotations to progress to Stage Three for further evaluation.*

**Stage Three – Minimum Qualifying score is 70 % for Technical Criteria**

The test for the Technical and Functional threshold will include the following:

FUNCTIONAL EVALUATION	RATING					WEIGHT	TOTAL
	1	2	3	4	5		
Relevant experience similar to project						20%	

Submitted Risk/Safety Plan for the project						20%	
Technical Capacity/Resources						20%	
Delivery period for the project						40%	
	<b>TOTAL</b>					<b>100</b>	

The following applicable values will be utilised when scoring each criterion mentioned above:

Poor	=	20
Satisfactory	=	40
Good	=	60
Very good	=	80
Excellent	=	100

#### **Stage Four – Pricing/BBB-EE scoring**

The bidders that have successfully progressed through to Phase 2 will be evaluated in accordance with the **80/20 preference point system** contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2011)

#### **Weighted evaluation based on 80/20 preference point system:**

##### **Pricing**

- Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.
- Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical

**Transnet will utilise the following formula in its evaluation of Price:**

<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.



$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ Where:}$$

- Ps* = Score for the Bid under consideration  
*Pt* = Price of Bid under consideration  
*Pmin* = Price of lowest acceptable Bid

- B-BBEE status of company

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

<b>Description</b>	<b>Total</b>	<b>Total</b>
Price	90	80
BBBEE	10	20
<b>Total</b>	<b>100</b>	<b>100</b>

- F.3.13.1 Tender offers will only be accepted if:
- The Tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations.
  - The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;

- c) The Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- d) The Tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

The additional conditions of tender are:

1. The Tenderer is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the *works* and of the prices stated in the priced Activity Schedule in the *works* Information. The rates and prices (except in so far as otherwise provided in the Tender) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the *works*.

**2. *The tenders shall be completed in black ink only.***

**3. ADDITIONAL TENDER CONDITIONS**

- 3.1 Tenderers shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 3.2 During the duration of the contract, the successful Tenderer shall be required to inform the Deputy of any staff changes and provide the qualifications of the replacement staff for approval.
- 3.3 **Clause by clause statement of compliance to General conditions of Contract and technical specifications**
  - 3.3.1 *Tenderers shall indicate clause-by-clause compliance with the specifications.*
  - 3.3.2 *This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.*

**3.3.3** *Tenderers shall motivate a statement of non-compliance.*

**3.3.4** *Number the specifications according to the original tender document.*

**3.3.5** *The head and sub-headings must be listed next to the specification number.*

**3.3.6** *Indicate statement of compliance and motivate (give reasons for not complying).*

**3.3.7** *Indicate other statements which don't require compliance.*

**Note:** The committee will take decision to give an average score to companies who indicated their compliance but with short comings.

- 3.4 The Tenderer shall provide a Gantt or a similar bar chart showing how long it will take to complete the works and be energised. This chart shall be submitted with the tender submission on the closing date of the tender. Should a Tenderer be successful in winning a tender, a final bar chart shall be submitted within 14 days after the award of the contract to the employer by the successful Tenderer.
- 3.5 The Tenderer shall submit the programme/schedule in a bar chart format for the project.
- 3.6 The Tenderer shall indicate how the work will be executed and commissioned. (Approach paper)
- 3.7 Where equipment offered does not comply with standards or publications referred to in the specification, Tenderers shall state which standards apply and submit a copy in English or certified translation.
- 3.8 Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 3.9 During the duration of the contract period, the successful Tenderer shall be required to inform the Employer / Deputy of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 3.10 Tenderer shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.
- 3.11 The Tenderer shall supply a site diary and site instruction books, both books shall be of triplicates carbon copies.
- 3.12 During the duration of the contract, the successful Tenderer shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.

4 **Evaluation criteria of the tender to be met are:**

- 4.1 **Phase 1:** Will be a disqualifying phase and those that comply will progress to be competitively evaluated in **phase 2.** (Refer to clause F.3.11.3)

Minimum criteria for progressing from phase 1 to phase 2 is detailed below:

- Letter of Good Standing from Department of Labour.
- CIDB grading of **2 EP** or higher to be met.
- A clause by clause statement of compliance to the following documents:
  - NEC ECSC General Conditions of Contract.
  - All secondary specifications
  - All general specifications

- 4.2 **Phase 2:** Refer to clause F.3.11.3 as mentioned above.

- 4.3 **Phase 3:** Will be evaluated in respect of Price and BBBEE at 80/20 ratio.

**5. DISCLAIMERS**

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

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

### **Risk/ Safety Plan:**

- 5.1 A detailed plan indicating how risks and safety will be managed in a site must have the following key points depending on project requirements:
- a) Safe working procedures.
    - Construction Work supervisor
    - Subordinate construction work supervisor
    - Construction Safety officer
    - List of Tenderers already appointed – list to be updated at least monthly.
    - Health and safety representative
  - b) SHE Organisation
    - Health and safety committees
    - Composition
    - Frequency of meetings
    - Minutes of meetings
    - Legal compliance audits
    - Audit report
    - Frequency of audits
    - Finding and analysis
    - Corrective action
  - c) Risk Assessment/Management
    - Task descriptions
    - Risk identification, analysis, mitigating steps, monitoring steps and review plan.
    - Risk assessment
  - d) Education and training
    - Induction training
    - Site specific training
    - Certificate of competence
  - e) Emergency planning (Evacuation plan)
    - Client procedure
    - Site procedure
  - f) SHE communications
    - Safety/toolbox talks
    - Incident recall
  - g) Safe working Procedures and Methods
    - Method statements.
    - Safe operating procedures
    - Task/job observations
  - h) Personal Protective Equipment and Clothing
    - PPE required after all controls have been considered
    - PPE proof of issue

- i) Project security
  - Security risks identified
  - Access control
- j) Incident management
- k) Fall protection plan
- l) Substance abuse testing
- m) Logbooks and registers
- n) Health and Safety Costs

## **6 Environmental Management Plan**

6.1 A detailed plan indicating how environmental safety will be managed in a site must have the following key points depending on projects requirements:

- a) Control of dust
- b) Noise and pollution control
- c) Waste management
- d) Environment Incident Management
- e) Contamination of surface and underground water
- f) Soil contamination
- g) Storm water drainage
- h) Environmental clean-up and rehabilitation
- i) Environment monitoring
- j) Environment training and awareness
- k) Provision for environmental clean-up and rehabilitation cost (Budget)

## **7 Technical Capacity/Resources**

7.1 A detailed summary indicating technical capacity/resources to execute the work must have the following key points depending on projects requirements:

- a Availability of transport to site.
- b Number of skilled and unskilled labour who will perform work execution.
- c Certificate for personnel with technical responsibilities
- d Loading capacity of a truck, cranes and other machinery.
- e Availability of tool(s) relevant to the project execution.

**Note:** The committee will take decision to give an average score to companies who indicated their compliance but with short comings.

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## **Part T2: Returnable Documents**

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## PART T2: RETURNABLE DOCUMENTS / SCHEDULES

### T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

#### 1.0 Returnable documents required for tender evaluation purposes

No	Returnable Documents
1	Letter of Good Standing with the Compensation Commissioner
2	Safety Plan and Fall Protection Plan in accordance with the Construction Regulations of 2003 and Transnet's E4E
3	Quality Assurance/control Plan
4	Environmental Management Plan
5	Certified copy of CIDB certification
6	Proposed Organization and Staffing
7	Certified Copy of Share Certificates CK1 & CK2
8	Certified Copy of Certificate of Incorporation and CM29 and CM9
9	Certified Copy of Identity Documents of Shareholders / Directors / Members (where applicable)
10	Original or certified cancelled cheque <b>OR</b> original or certified letter from the bank verifying banking details (with bank stamp and signature)
11	Current and original or certified Tax Clearance Certificate
12	Certified VAT registration certificate
13	A signed letter from the Accountant/Auditor confirming most recent annual turnover and percentage black ownership in the company <b>AND/OR</b> certified BBBEE certificate and scorecard from an accredited rating agency
14	Programme and method statement
15	Statement of compliance or non-compliance with all clauses of the Scope of Works and all the technical specifications. The clause-by-clause statement of compliance shall take the form of a separate document listing all the clause numbers of all the above specifications indicating the individual statement of compliance or non-compliance. Tenderers shall motivate a statement of non-compliance.



## T2.2 RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules:

### 2.0 Returnable Schedules required for tender evaluation purposes

No	Returnable schedules
1	Certificate of Attendance of Information Briefing Session or site inspection
2	Certificate of Authority for Signatory (Resolution by Board)
3	Schedule of Tenderers experience
4	Schedule of Subcontractors (where applicable)
5	Certificate of authority for joint ventures (where applicable)
6	Schedule of Plant and Equipment (Tools and Machinery)
7	Foreign Exchange Rate Information (where applicable)
8	Record of Addenda to Tender Document
9	Supplier declaration form Duly completed SDF (Supplier declaration form)
10	Compulsory enterprise Questionnaire
11	Approach paper, which responds to the proposed scope of works.
12	Experience of Key Staff in the form of Curriculum Vitae
13	Transnet SOC limited contractual safety clauses which will form part of any resulting contract.
14	Proposed amendments and qualifications
15	Labour Payment Schedule

### **3.0 Returnable Schedules that will be incorporated into the contract**

- 3.1 Certificate of attendance of information briefing session/site inspection
- 3.2 Certificate of Authority for Signatory (Resolution by Board)
- 3.3 Schedule of Tenderers experience
- 3.4 Schedule of Sub-contractors
- 3.5 Certificate of authority for joint ventures (where applicable)
- 3.6 Schedule of Plant and equipment
- 3.7 Foreign Exchange Rate Information (where applicable)
- 3.8 Record of Addenda to Tender Document
- 3.9 Supplier declaration form duly completed (SDF)
- 3.10 Compulsory Enterprise Questionnaire
- 3.11 Approach paper, which responds to the proposed scope of works.
- 3.12 Experience of key staff in the form of Curriculum Vitae
- 3.13 Transnet SOC Limited contractual safety clauses which will form part of any resulting contract
- 3.14 Proposed amendments and qualifications.
- 3.15 Labour Payment Schedule.

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## **Part T2: Returnable Schedules**

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**CERTIFICATE OF ATTENDANCE AT INFORMATION BRIEFING SESSION/SITE INSPECTION**

This is to certify that

\_\_\_\_\_ (Tenderer)  
of

\_\_\_\_\_ (address)

\_\_\_\_\_

was represented by the person(s) named below at the compulsory site meeting held for all tenderers at \_\_\_\_\_ (location) on \_\_\_\_\_ (date), starting at \_\_\_\_\_ We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting/site inspections:

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name: \_\_\_\_\_ Signature \_\_\_\_\_

Capacity: \_\_\_\_\_ Date and time \_\_\_\_\_

### RESOLUTION OF BOARD OF DIRECTORS

Name of firm \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

**FULL NAME(S)**

**SIGNATURE**

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

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

in his capacity of \_\_\_\_\_ is/are hereby authorised to enter into, sign and execute and complete any documents relating to Tenders and/or Contracts for the supply of goods and services.

Confirm: Date \_\_\_\_\_

**FULL NAME** \_\_\_\_\_

\_\_\_\_\_  
**CHAIRMAN**

**FULL NAME** \_\_\_\_\_

\_\_\_\_\_  
**SECRETARY**

Certified true copy:

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

### SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves:

<b>Employer, contact person and telephone number</b>	<b>Description of contract</b>	<b>Value of work inclusive of VAT (Rand)</b>	<b>Date completed</b>

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

**SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor.</b>
1.			
2.			
3.			
4.			
5.			

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant Plant and Equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major Plant and Equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major Plant and Equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



## FOREIGN EXCHANGE RATE INFORMATION REQUIRED TO BE FURNISHED BY TENDERERS.

1. Particulars of the exchange rate on which prices are based:

\_\_\_\_\_ (Foreign currency) equals R\_\_\_\_\_ (South African currency)

**Note: Tenderers who offer imported material shall base their tenders on the selling rate of exchange that ruling on the last working day of the month prior to the closing date of tenders.**

2. The percentage of the tender prices which is to be remitted by the Tenderers from South Africa to another country is \_\_\_\_\_% of the f.o.b./c. and f./f.o.r. in bond price (delete those not applicable).

**Note:** (1) The percentage quoted above will be deemed to apply even though a portion only of the item(s) tendered for is accepted.

(2) Adjustment in respect of variation in exchange rate will be allowed only on the percentage of the tendered price quoted above.

3. The tendered price shall be computed at the rate of exchange stated by the Tenderer in paragraphs 1 and 2 above as applied to the percentage of the tendered price quoted.

4. Transnet Freight Rail will accept for its account, in respect of such percentage of the tendered price as will be affected by the rate of exchange, any variation between the rate mentioned in paragraph 1 above, and the rate ruling at the date when payment for the goods is made by Transnet Freight Rail; provided that if the Contractor is required to remit the whole or portion of the contract price to another country in payment for goods or portion thereof prior to receiving payment from Transnet Freight Rail, the date(s) of such remittance(s) shall be deemed to be the date(s) of payment by Transnet Freight Rail for the purposes of this paragraph.

5. In the absence of a specific indication by the Contractor at the time of tendering that the proviso to paragraph 3 will apply, it will be assumed that the Contractor desires the adjustment to be effected by reference to the date on which actual payment is made by Transnet Freight Rail.

6. (a) The Contractor shall, if so required, furnish documentary proof to establish that the percentage of the contract price specified by him in paragraph 2 has actually been remitted to another country and the rate of exchange at which that was done.

(b) Whenever the Contractor is required to remit the whole or portion of the contract price, to another country as contemplated in the proviso to paragraph 2 above, he shall notify Transnet Freight Rail forthwith and furnish documentary evidence of such remittance and of the rate of exchange at which that was done.

7. Invoices in respect of goods supplied must reflect the amount remitted or to be remitted to another country and the amount to be retained in South Africa.

- 8. The Contractor shall take out forward cover for all imported materials and services within 14 days of award of the contract. Proof shall be submitted to the Project Manager of the contract. The cost of forward cover shall be invoiced separate from the contract invoices and shall not be included in the tender price.**

\_\_\_\_\_

SIGNATURE OF TENDERER

DATE: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

ADDRESS:

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

### RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## TRANSNET SUPPLIER DECLARATION/APPLICATION

The Financial Director or Company Secretary

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

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

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

### **IMPORTANT NOTES:**

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency e.g. permanent SANASMember).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANASMember).

- d) **To avoid PAYE tax being automatically deducted from any invoices received from you,** you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name			Bank Account Number				
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate			Yes	No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ			Permanent	Part time			
Transnet Contact Person							
Contact number							

Transnet operating division			
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>			
Name		Designation	
Signature		Date	
<b>Stamp And Signature Of Commissioner Of Oath</b>			
Name		Date	
Signature		Telephone No.	

**NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.**

## 2. VENDOR TYPE OF BUSINESS

(Please tick as applicable) (\* - Minimum requirements)

<b>2.1</b>	<b>Indicate the business sector in which your company is involved/operating:</b>								
Agriculture		Mining and Quarrying							
Manufacturing		Construction							
Electricity, Gas and Water		Finance and Business Services							
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services							
Catering, accommodation and Other Trade		Transport, Storage and Communications							
Community, Social and Personal Services		Other (Specify)							
Principal Business Activity *									
Types of Services Provided									
Since when has the firm been in business?									
<b>2.2</b>	<b>What is your company's annual turnover (excluding VAT)? *</b>								
<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m
<b>2.3</b>	<b>Where are your operating/distribution centres situated *</b>								

### 3. VENDOR OWNERSHIP DETAIL

*(Please tick as applicable)*

**(\* - Minimum requirements)**

<b>3.1</b>	<b>Did the firm previously operate under another name? *</b>		
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

<b>3.2</b>	<b>If Yes state its previous name:*</b>
------------	---

Registered Name	
Trading Name	

<b>3.3</b>	<b>Who were its previous owners / partners / directors?*</b>
------------	--

SURNAME & INITIALS	ID NUMBERS

<b>3.4</b>	<b>List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *</b>							
------------	--	--	--	--	--	--	--	--

SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

<b>3.5</b>	<b>List details of current directors, officers, chairman, secretary etc. of the firm: *</b>					
------------	---	--	--	--	--	--

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

<b>3.6</b>	<b>List details of firms personnel who have an ownership interest in another firm: *</b>				
------------	--	--	--	--	--

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM



**4. VENDOR DETAIL**

*(Please tick as applicable)*

**(\* - Minimum requirements)**

4.1	How many personnel does the firm employ? *					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1	In terms of above kindly provide numbers on women and disabled personnel? *					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

**4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company \***

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

**4.2.1 Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?**

YES		NO	
-----	--	----	--

**4.2.2 Is your company a recipient of Enterprise Development Contributions?\***

YES		NO	
-----	--	----	--

**4.2.3 May the above mentioned information be shared and included in Transnet Supp Database for future reference? \***

YES		NO	
-----	--	----	--

**4.2.4 If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? \***

YES		NO	
-----	--	----	--

**4.2.5 If yes (above) kindly provide the following information:**

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

**4.2.6 In terms of above kindly provide numbers on woman and disabled personnel:**

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

**4.2.7 Are any of your members/shareholders/directors ex employees of Transnet**

YES		NO	
-----	--	----	--

**4.2.8 Are any of your family members employees of Transnet?**

YES		NO	
<b>4.2.9 If Yes to points 4.2.7 &amp; 4.2.8, list details of employees/ex-employees</b>			
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM

Internal Transnet Departmental Questionnaire (for office use only)

<b>Section 1: To be completed by the Transnet Requesting / Sourcing Department</b>											
TFR		TRE		TPT		TPL		TNPA		TRN	
Creat		Amen		Block		Unbloc		Once-Off / Emergency			
Exten		Delete		Undel							
Supplier's trading name											
Supplier's registered name											
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes		No	
If yes please submit a copy of the letter of award											

<b>a) What is being procured from the supplier?</b>				
i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and products	Yes		No	
v. Mix of services and labour	Yes		No	

**b)** If your answer is **YES** to questions II, III, IV or V in paragraph **a)** above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies/ **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

<b>c)</b> If your reply to (b) is "NO", please furnish

<b>d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :</b>
---

**I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER**

		<b>Grade</b>	<b>Date</b>						<b>Signature</b>	
			Y	Y	Y	Y	M	M	D	D
<b>Tel No:</b>		<b>Fax</b>								

<b>Section 2: To be completed by the BEE Department (this section is for</b>												
NARROW BASED (NB)				BROADBASED (BBBEE)								
BEE O	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE				
				<b>Grade</b>	<b>Date</b>				<b>Signature</b>			
					Y	Y	Y	Y	M	M	D	D
					Y	Y	Y	Y	M	M	D	D

### COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> a member of any municipal council</li> <li><input type="checkbox"/> a member of any provincial legislature</li> <li><input type="checkbox"/> a member of the National Assembly or the National Council of Province</li> <li><input type="checkbox"/> a member of the board of directors of any municipal entity</li> <li><input type="checkbox"/> an official of any municipality or municipal entity</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)</li> <li><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity</li> <li><input type="checkbox"/> an employee of Parliament or a provincial legislature</li> </ul> |
|--|---|

**If any of the above boxes are marked, disclose the following:**

Name of sole proprietor, partner, manager, shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months


\*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

*Enterprise name* .....

### EVALUATION SCHEDULE: APPROACH PAPER

The approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to health and safety. The approach paper should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows:

	<b>Technical approach and methodology</b>
<b>Poor (score 40)</b>	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
<b>Satisfactor y (score 70)</b>	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is too generic.
<b>Good (score 90)</b>	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.
<b>Very good (score 100)</b>	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Tenderer \_\_\_\_\_

**CURRICULUM VITAE OF KEY PERSONNEL**

<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional registration number:</b>	
<b>Name of employer (firm):</b>	
<b>Current Position:</b>	<b>Years with the firm:</b>
<b>Employment record:</b> (list in chronological order starting with earliest work experience)	
<b>Experience record pertinent to required service</b>	
<b>Certification:</b>	
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____	_____
<i>[Signature of person named in schedule]</i>	Date



## **TRANSNET SOC LIMITED / CONTRACTORS / SUB-CONTRACTORS**

### **CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT**

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the Contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfil all his obligations as an employer in terms of the Act.
- 2) The Contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the Contractor shall obtain them from a person designated by Transnet SOC Limited for this purpose, and all requirements of the Contractor must rigidly comply with the permit.
- 4) The Contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The Contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
  - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
  - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
  - 6.3 The safety equipment, devices and clothing to be made available by the Contractor to his employees.
  - 6.4 The site access control measures pertaining to health and safety to be implemented.
  - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The Contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The Contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet SOC Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the\* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet SOC Limited.
- 10) The Contractor shall furnish the\* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet SOC Limited immediately with full particulars of any sub-Contractor which he may involve in the contract in order that the sub-Contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.

- 11) The Contractor shall stop any sub-contractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The Contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the Contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
  - 14.1 A risk assessment of all work carried out from an elevated position
  - 14.2 Procedures and methods to address all the identified risks per location
  - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
  - 14.4 The training of employees working from an elevated position.
  - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The Contractor shall advise the \* Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet SOC Limited of any hazardous situations which may arise from work being performed either by the Contractor or his sub-Contractor.
- 16) Copies of all appointments required by the act must be given to \* Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet SOC Limited.
- 17) The Contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his Sub-Contractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the Contractor and his Sub-Contractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the Contractor, his Sub-Contractor, any person or machinery under his control on Transnet Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The Contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) Contractor to ensure its employees undergo medical surveillance as required by legislation
- 21) Contractor will be required to provide monthly safety performance reports and statistics
- 22) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.

- 23) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.

\*As applicable

### Tenderer OH & S Management System Questionnaire

This questionnaire forms part of TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's OH&S management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. **TFR will verify accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
<b>Tenderer OH&amp;S Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. OH&amp;S Policy and Management</b>		
- <i>Is there a written company health and safety policy?</i> - If yes provide a copy of the policy		
- <i>Does the company have an OH&amp;S Management system e.g NOSA, OHSAS, IRCA System etc</i> - If yes provide details		
- <i>Is there a company OH&amp;S Management System, procedures manual or plan?</i> - If yes provide a copy of the content page(s)		
- <i>Are health and safety responsibilities clearly identified for all levels of Management and employees?</i> - If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
- <b>Are safe operating procedures or specific safety instructions relevant to its operations available?</b> - If yes provide a summary listing of procedures or instructions		
- <b>Is there a register of injury document?</b> If yes provide a copy		

<ul style="list-style-type: none"> <li>- <b>Are Risk Assessments conducted and appropriate techniques used?</b></li> <li>- If yes provide details</li> </ul>		
<b>3. OH&amp;S Training</b>		
Describe briefly how health and safety training is conducted in your company:		
<ul style="list-style-type: none"> <li>- <b>Is a record maintained of all training and induction programs undertaken for employees in your company?</b></li> <li>- If yes provide examples of safety training records</li> </ul>		
<b>4. Health and Safety Workplace Inspection</b>		
<ul style="list-style-type: none"> <li>- <b>Are regular health and safety inspections at worksites undertaken?</b></li> <li>-If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Is there a procedure by which employees can report hazards at workplaces?</b></li> <li>- If yes provide details</li> </ul>		
<b>5. Health and Safety Consultation</b>		
<ul style="list-style-type: none"> <li>- <b>Is there a workplace health and safety committee?</b></li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Are employees involved in decision making over OH&amp;S matters?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Are there employee elected health and safety representatives?</b></li> <li>- Comments</li> </ul>		
<b>6. OH&amp;S Performance Monitoring</b>		
<ul style="list-style-type: none"> <li>- <b>Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- <b>Are employees regularly provided with information on company health and safety performance?</b></li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li><b>Is company registered with workmen's compensation and up to date?</b></li> <li>- If yes provide proof of letter of good standing</li> </ul>		

<p><b>- Has the company ever been convicted of an occupational health and safety offence?</b>  - If yes provide details</p>		

**Safety Performance Report  
Monthly DIFR for previous months**

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

**DIFR = Number of Disabling injuries x 200000 divided by number of man hours worked for the period**

\_\_\_\_\_  
Signed  
(Tenderer)

**PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

.....  
Name

.....  
Position

.....  
*Tenderer*

**TRANSNET SOC LIMITED**  
(REGISTRATION No. 1990/000900/06)  
TRADING AS  
**TRANSNET FREIGHT RAIL**

**LABOUR PAYMENT SCHEDULE**

TENDERERS ARE REQUIRED TO COMPLETE THE FOLLOWING SCHEDULE:

**DAY LABOUR (IF REQUIRED)**

Skilled Hour \_\_\_\_\_

Unskilled Hour \_\_\_\_\_

Labourer Hour \_\_\_\_\_

Driver/Operator Hour \_\_\_\_\_

% Profit on Material \_\_\_\_\_

**TRANSPORT AND MACHINERY**

	<b>RUNNING</b>	<b>STANDING</b>
1. Light vehicle up to 1 ton	_____	_____
2. 5 Ton vehicle	_____	_____
3. 10 Ton vehicle with crane	_____	_____
4. Crane	_____	_____
5. Scaffolding	_____	_____
6. Generator	_____	_____
7. Other equipment:	_____	_____

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

8. Full details of any other charges:

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

TENDERER: \_\_\_\_\_

DATE: \_\_\_\_\_

Volume 3  
NEC3 Engineering and Construction

# Short Contract (ECSC3)

A contract between **TRANSNET**  
(the employer)

and

for **Design, manufacture, install, test and commissioning of  
25KV AC Primary Circuit Breaker Control Panels for  
Overvaal Traction Substation under the control of Depot  
Engineer Ermelo**

<b>Contents:</b>	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (October 2005 amendments)	<b>Page No.</b>
<b>Part C1 Agreements &amp; Contract Data</b>		
C1.1 Form of Offer and Acceptance		57
C1.2 Contract Data provided by the <i>Employer</i>		
C1.2 Contract Data provided by the <i>Contractor</i>		
<b>Part C2 Pricing Data</b>		
C2.1 Pricing instructions		
C2.2 Price List		
<b>Part C3 Scope of Work</b>		
C3.1 Works Information		
<b>Part C4 Site Information</b>		

Documentation prepared by:

Matete Madisha - Transnet Freight Rail



# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of:

### **Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo**

The tenderer, identified in the signature block below,

<i>either</i>	having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	has examined the draft contract as listed in the Acceptance page and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 14% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s) .....

Capacity .....

**For the tenderer:**

*(Insert name and address of organisation)*

Name & signature of witness

Date

Tenderer's CIDB registration number:

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Employer and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Form of Offer and Acceptance, this Agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

RFQ: MMC-ERAC-FDT-016507 CIDB

Description of the Works: Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo

## Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

## C1.2 Contract Data

### Data provided by the *Employer*

Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (June 2005) (ECSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.

Completion of this data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Tender Advice Centre Inyanda House 1 27 Wellington Road Parktown, Johannesburg, 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Option A*</b> <b>Transnet Freight Rail Supply Chain Services - Witbank Pavillion Building Corner Botha &amp; Rhodes Streets WITBANK 1035</b>
	Tel No.	<b>013 656 4254</b>
	Fax No.	<b>013 656 4259</b>
11.2(11)	The <i>works</i> are	<b>Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo</b>
11.2(13)	The Works Information is in	<b>the document called 'Works Information' in Part 3 of this contract.</b>
11.2(12)	The Site Information is in	<b>the document called 'Site Information' in Part 4 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>Overvaal Traction Substation</b>
30.1	The <i>starting date</i> is	<b>.....After receiving an official order</b>
11.2(2)	The <i>completion date</i> is	<b>.....</b>
13.2	The <i>period for reply</i> is	<b>Two (2) weeks</b>
14.4	The <i>Employer's</i> representative is (name)	<b>Masala Nemasetoni</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

	Address	<b>Rail Network - Electrical Department 22 Industrial Road Ermelo</b>
	Tel No.	<b>083 444 0712</b>
	Fax No.	
	The authority of the <i>Employer's</i> representative is	<b>Masala Nemasetoni</b>
40	The <i>defects date</i> is	<b>52 ( FiftyTwo) weeks after completion</b>
41.3	The <i>defect correction period</i> is	<b>1 (one) week</b>
50.1	The <i>assessment day</i> is on the	<b>13<sup>th</sup> (thirteen) of each month.</b>
50.5	The <i>delay damages</i> are	<b>R5, 000.00 per day (penalties)</b>
50.6	The retention is	<b>10 (ten) %</b>
51.2	The interest rate on late payment is	<b>0 (zero )% per complete week of delay. [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	
82.1	The <i>Employer</i> provides this insurance	<b>Insurance Transnet Principal Control Insurance</b>
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	<b>&gt;R25, 000.00 (Limited to R10, 000,000.00. for any one event)</b>
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	<b>R</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
93.2(2)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Association of Arbitrators (Southern Africa)</b>
93.4	The <i>tribunal</i> is:	<b>Arbitration</b>
<b>If the tribunal is arbitration complete</b>	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>South Africa</b>

RFQ: MMC-ERAC-FDT-016507 CIDB

Description of the Works: Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo

**this data.**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

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

**The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)<sup>2</sup> and the following additional conditions:**

**[Only enter details here if additional conditions are required.]**

The *additional conditions of contract* are:

- 1
- 2
- 3

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

### Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>3</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

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10.1	The <i>Contractor</i> is (Name):  Address  Tel No.  Fax No.  E-mail address	
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63.2	The percentage for overheads and profit added to the Defined Cost for people is	.....%
63.2	The percentage for overheads and profit added to other Defined Cost is	.....%

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11.2(9)	The Price List is in	<b>the document called 'Price List' in Part 2 of this contract.</b>
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11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	<b>R.....excluding VAT</b> <b>[in words]</b>  .....  .....  ..... <b>excluding VAT</b>
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<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

## C2 Pricing Data

### C2.1 Pricing Instructions

Entries in the first four columns in the Price List are made either by the *Employer* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.



## C2.2 Price List

The Price List is as follows:

Item no.	Description	Unit	Quantity	Unit Price	Total Price
1	Design, Manufacture of AC Primary Circuit Breaker control panels	ea	2		
2	Packing and Transportation of Panels	sum	1		
3	Supply and install control cables from PCB to control room	sum	1		
4	Supply and install multi-core telecontrol cable	sum	1		
5	Erect and connect (PCB) Control panels at the control room (Labour)	ea	2		
6	Test and commissioning	sum	1		
7	P's and G's	sum	1		
	<b>The total of the Prices (excluding VAT):</b>				
	<b>VAT incl 14%</b>				
	<b>Grand Total</b>				

## C3: Scope of Work

### 1. Description of the works

#### EMPLOYER'S OBJECTIVE

#### 1.0 PROJECT SCOPE

This specification covers Transnet Freight Rail's requirements for the design, manufacture, delivery, installation and commissioning of the high voltage AC primary circuit breaker control panel for 25KV Traction substations. The purpose of the AC primary circuit breaker control panel is to house the protective and control equipment for the suitable operation of the substation.

#### 2.0 BACKGROUND

25KV AC Traction substation comprises of a high voltage outdoor yard and building housing the indoor equipment. The outdoor yard equipment consists of HV disconnects, primary circuit breaker power transformer and auxiliary supply. The indoor equipment comprises of 25KV vacuum circuit breakers with its associated control equipment, 110V battery charger unit and batteries.

#### 3.0 SERVICE CONDITIONS

The primary circuit breaker control panel shall be designed and rated for continuous operation under the following conditions:

#### 4.0 ATMOSPHERIC CONDITIONS

Altitude:	0 to 1800m above sea level
Ambient temperature	-5° C to +45° C
Relative humidity:	10% to 90%
Lightning Conditions:	12 ground flashes per square kilometre per annum
Pollution:	Heavily salt laden or polluted with smoke from industrial sources.

#### 5 MECHANICAL

The substation in which the panels will be installed is situated next to a railway line and the equipment therefore be subjected to vibration. The design must take appropriate counter measures to ensure reliability of equipment that are sensitive.

#### 6 ELECTRICAL

Nominal DC control voltage: 110 V (Minimum being 88KV and Maximum 128V)

Nominal AC auxiliary supply: 400 V / 230 V, 50Hz

RFQ: MMC-ERAC-FDT-016507 CIDB

Description of the Works: Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo

The existing main protection current transformers are of the bushing or free standing post type.

The class of the current transformers are 10P10

The ratios are of the order as listed below:

Supply Voltage	Ratio
132KV	300/1 or 800/1
88KV	300/1 or 800/1

Equipment within the substation-building environment is subjected to electromechanical interference as well as voltage surges

## 7. GENERAL REQUIREMENT OF CONTROL /DISTRIBUTION PANELS

- 7.1. The successful supplier shall be responsible for the design, the ratings of all , cabling, wiring, protection circuitry, sizing of contactors, relays, moulded circuit breakers, (mcb's) isolators, fused, isolators, fuse ratings, terminations and any other equipment and circuitry used. In the event of a dispute, Transnet Freight Rail staff's shall make the final decision on technical matters
- 7.2 The construction of the control panels shall be designed that the control switches are accessible and indicating lights, flag indicators, volt and ammeters are visible without opening the doors.
- 7.3 Appendix 1 and Appendix 2 show the recommended layout of the control equipment on the front door of the substation control panels.
- 7.4 All circuitry shall be wired in the fail safe mode i.e relays and contactors must be de-energised under fault conditions.
- 7.5 All relays, control switches, indicating lights, and control push buttons, etc which is mounted on panel door shall be suitably labelled to clearly indicate their function. The labels shall be engraved with white lettering on the black background and permanently fixed with miniature screws be either engraved or etched.

## 8 AC PRIMARY CIRCUIT BREAKER CONTROL PANEL

The panel shall be fitted with the following:

- Flag relays and associated LED Annunciator panel. (Clause 8.1)
- AC Primary circuit breaker control circuitry and equipment. (Clause 8.2)
- Main AC thermal overload and instantaneous overcurrent relays. (Clause 8.3)
- AC earth leakage protection relay. (Clause 8.5)
- Main Transformer protection circuitry. (Clause 8.7)
- Local and remote control circuit and equipment. (Clause 8.8)
- Emergency stop button. (Clause 8.11)
- Lock out reset button and indication. (Clause 8.12)

### 9.0 FLAG ANNUNCIATOR UNIT

- 9.1 The purpose of the flag annunciator unit is to give an alarm / indication of the status of the substation equipment and shall not be used as tripping mechanism for any of the protection circuit or from part of the tripping circuits.
- 9.2 The design of the flag annunciator unit shall allow any input condition to trigger the flag annunciator alarm and the corresponding indicator to illuminate.

RFQ: MMC-ERAC-FDT-016507 CIDB

Description of the Works: Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo

- 9.3 All inputs shall be latch able and shall continue to indicate even after a power failure.
- 9.4 The flag annunciator alarm shall be equipped with a Test button which will apply power supply voltage to all inputs for test purposes.
- 9.5 The alarm annunciator system shall be supplied with a reset button to clear the alarm.
- 9.6 When buzzers or flashing indicators are fitted an alarm" Accept Button shall be provided.
- 9.7 The flag relay and annunciator unit shall make provision for a minimum of 20 annunciator circuits.
- 9.8 The annunciator shall have the following minimum indicators:
- Main overload
  - Main overload protection relay fault (Watchdog Facility)
  - Oil temperature.
  - Winding temperature
  - AC earth leakage.
  - Main Transformer bucholz operation
  - Battery undervoltage
  - Low SF6 gas pressure

## **10.0 AC PRIMARY CIRCUIT BREAKER CONTROL AND INDICATION**

10.1 Provision shall be made for the following:

- Local / Remote two position switch. The switch shall have no "off" or neutral position
- Local indication. Open Trip (green) and closed (Red)
- Lockout indication. (Amber)

## **11.1 MAIN AC THERMAL OVERLOAD AND INSTANTANEOUS OVERLOAD PROTECTION RELAYS**

- 11.1 The protection relays shall be of the type readily available on the open market.
- 11.2 The protection relays shall be in accordance to IEC 60255-5 and shall be flush mounted. Electronic protection relays shall be provided with a password system to prevent any unauthorised changing of the relay settings.
- 11.3 The protection relays shall incorporate a watchdog facility, which shall energise in the event of failure of the relay or relay functions.
- 11.4 The high voltage AC primary circuit breaker shall be provided with AC thermal overload and instantaneous overload protection on each of the two phases.
- 11.5 The protective elements of the relay shall be suitable for operation in conjunction with the main current transformers. The secondary current ratings are 5 ampere and 1 ampere.
- 11.6 In the event of protective relay failure, the relay shall fail-safe and shall trip the AC primary circuit breaker.
- 11.7 The operating level of the overload elements and time delay settings shall be independently adjustable

RFQ: MMC-ERAC-FDT-016507 CIDB

Description of the Works: Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo

## **12 AC EARTH LEAKAGE PROTECTION RELAY / MAIN TRANSFORMER GAS ACTUATED AND TEMPERATURE RELAYS CIRCUITRY**

12.1 An instantaneous relay for the AC earth leakage protection shall be supplied. The relay may be separate or incorporated as a function of the main overload relay.

12.2 The AC earth fault protection shall trip and lockout the AC primary circuit breaker in the event of any flashover or earth leakage which may occur on the outdoor AC high voltage equipment.

12.3 The relay shall be suitable for operation in conjunction with its associated earth fault current transformer. The relay shall have a calibration range of between from 50 to 100 amperes adjustable.

12.4 The relay shall be fitted in the primary circuit control panel.

12.5 Provision shall be made for the main transformer Bucholz relay and oil and winding temperature relay alarm and trip circuits.

12.6 The overload protection relay shall be the Strike FP 2008 or other type approved by Technology Management.

## **13 LOCAL AND REMOTE CONTROL CIRCUITRY AND INDICATION EQUIPMENT**

Provision shall be made for the local and remote tripping and closing of the AC primary circuit breaker.

## **14 TRIP CONDITIONS**

A trip refers to a condition where a substation may be switched back on load from local or remote in the case where the relevant fault has cleared itself.

- Main Overload
- Oil Temperature

## **15 LOCKOUT CONDITIONS**

A lockout refers to the condition where the AC primary circuit breaker is tripped and inhibited from being closed by either local or remote control signal. In order to bring the substation back on load the relevant failure has to be addressed.

- AC Earth leakage
- Protections relay failure. (Watchdog)
- Battery undervoltage
- Bucholz main transformer
- Low gas SF6
- Winding temperature
- No volt coil protection

## **16 EMERGENCY STOP**

A mushroom head (red) latched push button shall be provided. The operation of the pushbutton shall completely shut down and isolate the substation from all supplies by the tripping of the high voltage

RFQ: MMC-ERAC-FDT-016507 CIDB

Description of the Works: Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo

AC primary circuit breakers. It shall not be possible to carry out local and remote control of the equipment until the emergency push button has been reset.

## **17 LOCK OUT RESET BUTTON AND INDICATION**

Provision shall be made for manual reset of a lock out condition, which occurs on the substation. The reset of the lockout condition shall only be possible with the operation of the annunciator flag reset and lockout reset button.

## **18 230 V SINGLE PHASE DISTRIBUTION SUPPLY**

The following single phase supplies are normally required but could vary for each substation. These supplies shall be individually protected by moulded case circuit breakers.

- Telecontrol supply
- Eskom metering supply
- 3 pin 230 V, 15 A socket outlet protected by earth leakage unit in accordance with SANS 10142
- Battery charger supply
- Substation distribution board and lights
- Supplies to the primary circuit breaker control panel

## **19 INDICATING INSTRUMENT**

19.1 One 0 to 150 VDC voltmeter labelled "DC Volts" to indicate the battery output voltage.

## **20 110 VDC DISTRIBUTION SUPPLY**

20.1 The following 110V DC supplies are normally required but could vary for each substation. These supplies shall be individually protected by moulded case circuit breakers.

- Panel lamps and switches
- Primary circuit breaker control panel
- Substation distribution board
- Eskom metering
- Tele-control
- For the 110V Battery supply a double pole, 100 to 150 A Dc isolator or MCB, dependant on the ampere-hour rating of the batteries shall be provided.

## **21 CIRCUIT BREAKERS, CONTACTORS, RELAYS AND INDICATING LAMPS.**

21.1 All contactors and relays shall be protected from the ingress of dirt or dust by means of suitable non-flammable dust tight covers. The relays shall have a protection rating of IP 34 defined in IEC 60529.

21.2 All circuit breakers, contactors, relays and indicating lamps shall be readily available on the open market.

21.3 Contactors and relays shall be of the sturdiest construction and shall not be affected by vibrations.

21.4 DC operated relays and contactors shall be satisfactory operation between 85 Volts to 140 Volts without any damage to the relays.

21.5 AC operated relays and contactors shall be suitably rated for the auxiliary supply voltage, which could vary due to the tapping range to the main and auxiliary Transformers.

RFQ: MMC-ERAC-FDT-016507 CIDB

Description of the Works: Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo

- 21.6 The contractors shall supply and install surge protection for the 400 Volt 3 Phase AC and 110 volt DC supplies to the control panels.
- 21.7 Dehn type surge protection units or equivalent shall be provided for the 110 Volt DC supply and shall be connected as follows:
- One unit connected between the 110 Volt DC Positive and Negative
  - One unit connected between the 110 Volt DC Positive and the panel earth
  - One unit connected between the 110 Volt DC negative and the panel earth
- 21.8 Allow low voltage circuit in the panel, which require protection, shall be suitably protected by moulded case circuit breakers, which with the requirement of SANS 156
- 21.9 The low voltage moulded case circuit breakers shall be of suitable rating and rupturing capacity.
- 21.10 Selector switches used for the DC voltmeter shall be of the make before break type.

## **22 ELECTRICAL MEASURING INSTRUMENTS**

- 22.1 The type of measuring instruments shall be readily available on the open market.
- 22.2 All analogue electrical indication meters shall be in accordance with IEC 60051 – 1. The meters shall be flush mounted.
- 22.3 Analogue meters shall be used for measurement of AC values and shall have a class index of 1.5. The analogue face of the meters shall not be less than 96mm x 96mm with a 90 degree display.
- 22.4 Analogue or digital meters may be used for the measurement of DC voltage and current.
- 22.5 Digital instrument shall have a display of 3.5 digits, 12 milli meters high and have an accuracy of 0.5

## **23 TELECONTROL**

Provision is made for the closing, monitoring and tripping of the substation equipment from a Control Office.

Telecontrol signals should be incorporated in the AC Primary Circuit Breaker panels. Provision shall be made for the termination of the telecontrol signals to a common terminal strip. This is connected to the telecontrol panel by means of a multicore cable. Provision shall be made for the following signals:

- AC Primary Circuit Breaker – Open, close and lock out conditions
- Transformer Overload
- Bucholz (Oil and winding)
- AC Earth leakage
- 110 DC Failure
- Battery Undervoltage
- Protection Relay (watchdog)

## **24 WIRING AND TERMINALS**

- 24.1 Sufficient terminal strips and shall be provided for the number of circuit breakers to be controlled.
- 24.2 All terminals on equipment such as switches and relays shall be suitably numbered and reflected on the substation schematics and wiring diagrams.
- 24.3 All terminal blocks and groups of terminal blocks shall be suitably numbered.
- 24.4 All wires shall be provided with identification tags at the terminals and shall be marked as reflected on the panel wiring diagram. The diagram markings and wire markings shall be the same.
- 24.5 Terminals shall be provided near the bottom of the panels for the connection of cables from ducts, pipes etc. The terminal strip shall be grouped together and arranged so as to facilitate the removal of the connections.
- 24.6 Suitable terminal strip shall be provided to facilitate wiring between the various items of equipment and to the remote control station or telecontrol.
- 24.7 All wiring shall be carried out on the loop-in system and the looping in shall be done at the terminal strips. "X" type wiring will not be acceptable.
- 24.8 The method of loop wiring from one relay to another without protection for the individual is not acceptable.
- 24.9 The cross-sectional area of all small conductors for low voltage circuit shall be not less than that required to ensure sufficient mechanical strength. The conductors shall be stranded to ensure flexibility.
- 24.10 All wires and conductors for low voltage circuit shall be a minimum of  $2.5\text{mm}^2$  with the exception of the main battery supply cables between the main battery switch and busbars, which shall be at least  $16\text{mm}^2$ .
- 24.11 Where low voltage busbars are amounted inside panels, they must be mounted in such a manner as not to cause a hazard to maintenance staff working in the panels. These busbars shall be provided with translucent Perplex barriers to prevent accidental contact with the live busbars. The barriers shall be provided with warning signs.
- 24.12 Where equipment is mounted on the doors of the panels, adequate flexibility of the wiring shall be provided to eliminate any damage to conductors.
- 24.13 The panels shall be provided with earthing studs for 95mm earthing cables.

## **25.0 PROTECTION TEST BLOCK**

- 25.1 A test block shall be provided for the main overload protection relays and shall be fitted in the control panel at the height on metre from the bottom of the control.
- 25.2 The test block shall be the PK2 or Chamberlain & Hookam type.



RFQ: MMC-ERAC-FDT-016507 CIDB

Description of the Works: Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo

25.3 The test block shall from part of the circuitry from the secondary wiring of the current transformers that terminate in the control panel and the overload protection relays.

## **26.0 PANEL CONTRUCTION**

26.1 The panels shall be constructed from steel sheeting of at least 2mm thickness. The panels shall be of a rigid construction with facilities for lifting purposes.

26.2 Only on special request will be panels be constructed from stainless steel or other rust resistant steel.

26.3 The minimum dimensions shall be:

Height 2100mm (Including metal plinth)

Width 1000mm

Depth 900mm

Any deviation from the above dimensions shall be discussed with Transnet Freight Rail's electrical staff.

26.4 The panels shall be supplied with rigidly constructed removable gland plates fitted at least 100 mm above the metal plinth to allow for easy access to cables. All required holes shall be punched into the gland plates by the successful tenderer. Any deviation from this shall be discussed with Transnet Freight Rail.

26.5 The panels shall be provided with hinged from doors to allow easy access to the control equipment. The doors shall be fitted with a handle or panel key locks. A minimum of two keys shall be provided on a panel.

26.6 The panel shall be fitted with dummy interior covers so as to ensure that when components are mounted, no bolts, nuts or screws are visible on the exterior of the panels.

26.7 The control panel (s) shall be powder coated in accordance with SANS 1274. The finishing colours shall be Eau-de-Nil to SANS 1091 colour No H 43 on the outside and white gloss on the inside of the panels.

26.8 The control panel shall be mounted and secure onto a 75mm high metal plinth.

26.9 The panels shall be insulated from the concrete floor to reduce stray currents flowing into the panels.

26.10 The control and protective equipment shall be mounted on or within the suitable panels constructed of sheet and fitted with front opening hinges doors to allow for easy access to the equipment.

26.11 The panels shall be so constructed that control switches, indicating lamps, voltmeters and ammeters as well as LED type flag indication devices are visible without opening the hinges front doors.

26.12 The layout of the control equipment fitted on or in panels, which includes relays, contactors, busbars , terminal strips etc shall provide for easy access.

26.13 The panels shall be provided with a 230V AC light with its own standby battery supply. The light shall be switched on by means of micro switch when the panel door opened.

26.14 Three pin 15-ampere industrial plugs shall be supplied for both the 230V AC and 110V DC supplied.

## 27.0 QUALITY ASSURANCE

- 27.1 Transnet Freight Rail reserves the right to carry out inspection and any tests on the equipment at the works of the supplier / manufacture.
- 27.2 Arrangements must be made timeously for such inspections to be carried out before delivery of the equipment to the client.

## INSTALLATION

- 28.1 The Contractor shall be responsible for the transport to site, off-loading, handling, storage and security of all material required for the construction/execution of the works.
- 28.2 All fasteners on steelwork, components and electrical connections (nuts and bolts) shall be secured using flat as well as lock washers.
- 28.3 Contractor shall supply tele control system and connect the multi core cable. The substation shall not be switched on unless the tele-control is fully operational.

## 29 SITE TESTS

- 29.1 The equipment shall be inspected / tested and approved by Transnet Freight Rail Quality Assurance at the Contractor's workshop prior to it being taken to site. Only once the approval has been granted can the equipment be taken to site for installation.
- 29.2 The Contractor shall be responsible for carrying out of on-site tests and commissioning of all equipment supplied and installed in terms of this specification and the contractual agreement.
- 29.3 Functional on-site tests shall be conducted on all items of equipment and circuitry to prove the proper functioning and installation thereof.
- 29.4 The Contractor shall submit a detailed list of on-site tests for the approval of the Project Manager or Supervisor.
- 29.5 The Contractor shall arrange for the Supervisor or his representative to be present to witness the on-site tests.
- 29.6 The on-site tests and subsequent commissioning **will not commence until ALL CONSTRUCTION** work has been completed. Construction staff, material and equipment shall be removed from site prior to the commencement of testing. Testing and commissioning of the power plants equipment will not be allowed to take place in a construction site environment.
- 29.7 The on-site tests shall include the following:
- Test for the functionality of all electrical circuitry.
  - Trip tests on relays.
  - Test on equipment as per manufacturer's instructions.
  - I- Insulation tests.
- 29.8 At the completion of the on-site tests, the Project Manager or Supervisor or his representative shall either sign the tests sheets (supplied by the Contractor) as having

witnessed the satisfactory completion thereof, or hand to the Contractor a list of defects requiring rectification.

29.9 Upon rectification of defects, the Contractor shall arrange for the Project Manager or Supervisor or his representative to certify satisfactory completion of on-site tests.

29.10 Acceptance by the Project Manager or Supervisor of satisfactory completion of on-site tests in no way relieves the Contractor of his obligation to rectify defects which may have been overlooked or become evident at a later stage.

### **30 COMMISSIONING OF EQUIPMENT**

30.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.

30.2 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.

30.3 The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period.

30.4 It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.

30.5 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

### **31 GUARANTEE AND DEFECTS**

31.1 The Contractor shall guarantee the satisfactory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.

31.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.

31.3 The guarantee period for these standby plants shall expire after: A period of 12 months commencing on the date of completion of the contract or the date the standby plant was handed over to Transnet Freight Rail.

31.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.

31.5 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.

31.6 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.

31.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Supervisor and at the cost of the Contractor.

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

## **32 QUALITY AND INSPECTION**

32.1 Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful Contractor.

32.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.

32.3 The Contractor shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place.

32.4 The Contractor shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place.

## **33 PACKING AND TRANSPORT**

28.1 The tenderer shall ensure that the equipment be packed in such a manner that it will be protected during handling and transportation.

28.2 The tender shall provide transport for the delivery of the equipment to the site where required with his/her full insurance cover during transportation.

## 2. Drawings

Drawing number	Revision	Title
2.1		The successful Contractor shall be required to submit all drawings (paper prints), within four weeks of award of tender, to the Project Manager or Supervisor for approval. No construction or manufacturing activity will be allowed prior to the associated drawings having been approved.
2.2.		During the duration of the contract period, the successful Contractor will be required to inform the Project Manager or Supervisor of any changes to these drawings and will have to resubmit the affected drawings for approval prior to it being used on this contract.
2.3		All drawings, catalogues, instruction book and spares lists shall be in accordance with Transnet Freight Rail's specification CEE.0224.2002.
2.4		All final as built drawings shall be provided to Transnet Freight Rail within four weeks after commissioning.
2.4		Supply three sets of A3 schematic wiring diagrams in hard copy format and electronic format for approval.

## 3. Specifications

Title - South African National Standards	Date or revision	Tick if publicly available
SANS 156: Moulded Case Circuit breakers		
SANS 1091: National colours standards for paint		
SANS 1274: Coatings applied by the power – coating process		
SANS 10142: Installation and wiring of premises		

Title - IEC – International Electrotechnical Commission	Date or revision	Tick if publicly available
IEC 60255 – Electrical relays – 5 Insulation coordination for Measuring and protective equipment- requirements and tests.		
IEC 60529: Degree of protection provided by enclosures. (IP code)		
IEC 60051-1: Direct acting indicating analogue electrical measuring instruments and their accessories. Part 1 – definitions and general requirement common to all parts.		

Title - Transnet Freight Rail Standards	Date or revision	Tick if publicly available
CEE. 0224 - Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract.		
BBB 0041: Preparation of drawings for Transnet Freight Rail Infrastructure		
CEE – TBK – 0027 - Control circuit diagram .No – volt coil protection		

## APPENDICES

The following appendices form part of this specification:

Appendix 2: Shows the recommended layout of the AC Primary Breaker Control Panel

Appendix 3: Schedule of requirements

## 5.1. TECHNICAL REQUIREMENTS

5.1 Tenderers shall indicate clause by clause compliance with this specification. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non – compliance.

5.2 The tenderer shall motivate a statement of non-compliance.

5.3 Tenderers shall submit schematics and wiring diagrams, general constructional details and principal dimensions of the panels

5.4 Failure to comply with clauses 5.1, 5.2 and 5.3 could preclude a tender from consideration.

## 6 Constraints on how the Contractor Provides the Works

6.1 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.

6.2 The Contractor shall ensure that a safety representative is at site at all times.

6.3 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.

6.4 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-

6.5. The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

6.6 The Occupational Health and Safety Act (Act 85 of 1993).

RFQ: MMC-ERAC-FDT-016507 CIDB

Description of the Works: Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo

- 6.7 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
- 6.8 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
- 6.9 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 6.10 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 6.11 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 6.12 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.
- 6.13 10% retention money will be retained and will be released 12 months after the completion date of the sub-order repairs of each transformer.
- 6.14 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the Project Manager or Supervisor in writing.
- 6.15 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.
- 6.16 Both books mentioned in 1.9 and 1.10 shall be the property of Transnet freight rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.
- 6.17 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.

- 6.18 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet freight rail for function, performance, and reliability, including purchased products from 3<sup>rd</sup> part Suppliers/Manufacturers.
- 6.19 The Contractor shall prove to Transnet freight rail that his equipment or those supplied from 3<sup>rd</sup> party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 6.20 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

## 7. Procurement

### 7.1 Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Detailed Procurement Procedure (DPP);
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE); and
- The Anti Corruption Act.

This code of conduct has been included in this contract to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

#### ***Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices***

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1 *Transnet will not participate in corrupt practices and therefore expects its suppliers to act in a similar manner.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
  - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.



RFQ: MMC-ERAC-FDT-016507 CIDB

Description of the Works: Design, manufacture, install, test and commissioning of 25KV AC Primary Circuit Breaker Control Panels for Overvaal Traction Substation under the control of Depot Engineer Ermelo

- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)

3. *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*

- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

#### **Conflicts of Interest**

1. *A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.*

- Doing business with family members
- Having a financial interest in another company in our industry

## **8.1 The Contractor's Invoices**

8.1.1 When the *Project Manager* certifies payment (see ECSC3 Clause 50) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

8.1.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

8.1.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number

8.1.4 The invoice contains the supporting detail

8.1.5 The invoice is presented either by post or by hand delivery.

8.1.6 Invoices submitted by post are addressed to:

Transnet Freight Rail, Central Accounting  
PO Box 8621  
Johannesburg  
2000

Please quote Purchase Order number on all invoices.

Transnet Freight Rail  
A Division of Transnet SOC Limited

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8.1.7 Invoices submitted by hand are presented to:

Transnet Freight Rail, Central Accounting  
Inyanda House 2, First Floor  
15 Girton Road  
Parktown  
Johannesburg

8.1.8 The invoice is presented as an original.

## C4: Site Information

### **C4.1: Information about the *site* at time of tender which may affect the work in this contract**

#### **1. Access limitations**

The works shall be performed at **Overvaal Traction Substation**