

TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No: SCS D0647 (CRAC DNR 11338)

**FOR THE SUPPLY OF: INSTALL, TEST & COMMISSION OF AC DISCONNECTS AT
DIFFERENT 3KV DC TRACTION SUBSTATIONS**

REQUIRED AT: BAYHEAD

ISSUE DATE: 27 AUGUST 2013

BRIEFING: 29 AUGUST 2013 / 09:00

120 EEL ROAD, BAYHEAD, DURBAN

CONTACT: SIYABONGA GUMBI, (031) 3614240

CLOSING DATE: 05 SEPTEMBER 2013

CLOSING TIME: 10:00

Section 1

NOTICE TO BIDDERS

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

METHOD: [COURIER / HAND DELIVER TO TENDER BOX]

CLOSING VENUE: [TENDER BOX ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG]

1 Responses to RFQ

Responses to this RFQ [Quotations] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

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

- Proposals will be evaluated on price which will be allocated 80 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 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 RFP will be cancelled

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:

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

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

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- d) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard

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

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 and B-BBEE status level.

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

[Refer Section 3, Vendor Application Form, for Returnable Documents required]

2.2 Further Recognition Criteria

a) Further Recognition Criteria (Current)

As a pre-qualification criterion, certain minimum requirements with regard to the Respondent's CURRENT B-BBEE status at the time of submission of their bid must be met. These minimum requirements will be measured based on the extent to which the Respondent's current black ownership, management control and employment equity meets or exceeds certain minimum targets. Please note that a Respondent's ownership, management control and employment equity at the time of the submission of the bid, may differ from that which is reflected in the B-BBEE scorecard. When claiming that the minimum targets for FRC (Current) has been met, the Respondent must reflect his B-BBEE status at the time of submitting the bid. Supporting documentation may be requested in this regard. The minimum requirements for this RFP for FRC (Current) are stipulated in the table below:

PREQUALIFICATION CRITERIA	MINIMUM COMPLIANCE TARGET (%) AS A PERCENTAGE OF THE ORGANISATION
Further Recognition Criteria (Current):	
Black Ownership	2%
Black Management Control	2%
Employment Equity	1%

N.B. Failure to achieve the minimum prequalification targets allocated for FRC (Current) for any one of the criteria listed above at the closing date of this tender will result in disqualification.

Note: Should a JV be envisaged, the principal Respondent is required to submit the required responses as indicated above.

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: **SIYABONGA GUMBI**

Email: Siyabonga.gumbi@transnet.net

TEL: (031) 3614240

- c) Respondents may also at any time after the closing date of the RFQ, communicate with **PRUDENCE NKABINDE** on any matter relating to its RFQ response:

Telephone 011 5449486

Email tac.secretariat@transnet.net

A non-refundable tender fee of 150.00 (inclusive of Vat) is applicable per tender. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203153598, Branch code 004805. The deposit slip must reflect SCS D0647 (CRAC DNR 11338) and the Company Name. Receipts to be presented prior to collection of the tender/s

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

5 VAT Registration

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

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

I/We _____ do hereby certify that *I/we have/have not been* found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or

other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

13 Respondent's Samples

Only in cases when the Respondent submits a sample(s) of the goods / products / material quoted for, the sample(s) must be endorsed with the RFQ number and description and forwarded on or before the deadline date to the following addressee: N/A

14 Evaluation Criteria [Indicate appropriate criteria - remove / add where necessary]

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

- Administrative responsiveness - Completeness of response and returnable documents
- Substantive responsiveness – Prequalification criteria, if any, must be met
- Technical threshold of 80/20 %: Compliance to specification / quality, previous performance, delivery lead-time
- Weighted evaluation based on 80/20 preference point system:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

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

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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

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

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

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

15 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

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

YES ☐ NO ☐

19 Returnable Documents

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

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

Respondent's Signature

Date & Company Stamp

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

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMES] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> • Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> • Certified copy of Certificate of Incorporation [CM29/CM9 name change] 	
<ul style="list-style-type: none"> • Certified copy of share certificates [CK1/CK2 if C.C.] 	
<ul style="list-style-type: none"> • Entity's letterhead 	
<ul style="list-style-type: none"> • Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> • Certified copy of valid Company Registration Certificate [if applicable] 	
<ul style="list-style-type: none"> • Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party] 	

Section 2

QUOTATION FORM

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods and Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT: [for SERVICES, attach a scope of work & pricing schedule]

Item No	Description of Goods	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	INSTALL, TEST & COMMISSION OF AC DISCONNECTS AT DIFFERENT 3KV DC TRACTION SUBSTATIONS	EACH	1		

Delivery Lead-Time from date of purchase order: _____ [days/weeks]

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

BRIEFING CERTIFICATE**RFQ: SCS D0647 (CRAC DNR 11338)****INSTALL, TEST & COMMISSION OF AC DISCONNECTS AT DIFFERENT 3KV DC TRACTION
SUBSTATIONS****INFORMATION SESSION****RFQ SITE / BRIEFING MEETING****A COMPULSORY SITE / BRIEFING MEETING WILL BE HELD AT THE FOLLOWING VENUE****VENUE:** 120 EEL ROAD, BAYHEAD, DURBAN**TIME:** 09:00**DATE:** 29 AUGUST 2013

The Site / Briefing Meeting is compulsory, companies not attending are overlooked in the tender award process.

ATTENDANCE CERTIFICATE

This is to certify that _____

Representatives/s of _____

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

TRANSNET REPRESENTATIVE

TENDERERS REPRESENTATIVE

DATE: _____

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE SITE / BRIEFING MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS.

Section 3

VENDOR APPLICATION FORM

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

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

Vendor Application Form

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

Respondent's Signature

Date & Company Stamp

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

Complete B-BBEE Ownership Details:

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

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

Transnet contact person
Contact number
Transnet Operating Division

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

Name		Designation	
Signature		Date	

Part C1.1: Contract Data: Works Information

Contract No.

The Employer is

Name Transnet SOC Limited, trading as Transnet Freight Rail

Address 120 Eel Road Streets, Infrastructure Building, 2nd floor, Room 109, Durban, 4001

Telephone (031) 361 4240 **Fax No.** 031 361 4606

E-mail Siyabonga.Gumbi@Transnet.net

The works is

REPLACEMENT; INSTALL NEW, TEST AND COMMISSIONING OF 132 KV AC DISCONNECTS AT GLEDHOW, DUFF'S ROAD, COMPENSATION AND SHALLCROSS AT 3KV DC SUBSTATION UNDER THE CONTROL OF THE DEPOT ENGINEER, BAYHEAD

The site is

Gledhow, Duff's Road, Compensation and Shallcross

The starting date is

To be advised.....

The completion date is

To be advised.....

The reply period is

2(two)..... weeks

The defects date is

..... weeks after completion

The defect correction period is

Within 1 (one) week after defects date

The delay damages are

R2, 000.00..... per day

The assessment day is the

13th (thirteen)..... of each month

The retention is

10 % (ten) %

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?

No

The Adjudicator is

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

Address

Telephone **Fax No.**

E-mail

Contract Data

Contract No.

The interest rate on late payment is 2% (two percent) per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of R1,000,000.00 (one million) for any one event.

The *Employer* provides this: **Insurance Transnet Principal Control Insurance**

The minimum amount of cover for the third insurance stated in the Insurance Table is:
> R25, 000.00 (Limited to R10, 000,000.00. for any one event)

The minimum amount of cover for the fourth insurance stated in the Insurance Table is:
Not applicable.....

The adjudicator nominating body is: **The Chairman of the Association of Arbitrators (Southern Africa).**

The tribunal is: **Arbitration.**

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

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

As mentioned in paragraph 1.0 (Contractual obligations)

B:

- 1.0 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Employer.
- 1.1 The Contractor shall ensure that a safety representative is at site at all times.
- 1.2 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Employer / Employer's Deputy. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.3 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
 - 1.3.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - 1.3.2 The Occupational Health and Safety Act (Act 85 of 1993).
 - 1.3.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Employer / Employer's Deputy with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.

- 1.3.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Employer / Employer's Deputy.
- 1.3.5 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.
- 1.4 The Contractor's Health and Safety Programme shall be subject to agreement by the Employer / Employer's Deputy, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.5 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Employer / Employer's Deputy. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.6 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.
- 1.7 A penalty charge of **R2, 000.00** per day will be levied for late completion.

1.8 CONTRACTUAL OBLIGATIONS

A:

This specification covers Transnet freight rail's requirements for under the control of the depot engineer, bayhead.

- 1.1 A **compulsory site meeting** will be held 2 (two) weeks after the closing date of the tender at Bayhead infrastructure depot, 09:00 am, each site will be visited.
- 1.2 **Tenders must be deposited to the Tender Box, which will be located in the foyer of 21 Wellington road, Inyanda House 1, Parktown, Johannesburg.**
- 1.3 Tenders must be enclosed in a sealed envelope bearing the name **"Replace, install new, test and commissioning of 132 KV AC disconnects at Gledhow, Duff's road, Compensation and Shallcross 3KV DC substation"** under the control of the depot engineer, bayhead.
- 1.4 Tenderers must duly fill in the Tender Form E4 and its Annexures and submit the same with their offers
- 1.9 10% retention money of the total value of the contract will be retained and will be released 12 months after the completion date of the contract.

- 1.10** The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. A final chart should be submitted to the Project Manager within 14 days after the award has been made to the successful Contractor.
- 1.11** 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 Employer or Employer's Deputy must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Employer or Employer's Deputy in writing.
- 1.12** 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 Employer or Employer's Deputy and must be countersigned by the Contractor.
- 1.13** Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Employer or Employer's Deputy on the day of energising or handing over.
- 1.14** All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.15** The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd party suppliers/Manufacturers.
- 1.16** The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.17** The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.
- 1.18** ISO.9000 to 9004 inclusive (SABS 0157 parts 1 to 4) must be regarded as a guideline, where applicable.

2.0 TENDERING PROCEDURE

- 2.1** An addendum reflecting changes to the project specification and 'Bill of Quantities' shall be forwarded to Contractors after the site meeting and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.2** Contractors shall duly fill in the attached 'Bill of Quantities'. The prices shall be fixed for the duration of the contract (12 months) and no escalation will be allowed. Items not reflected in the 'Bill of Quantities', but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for accordingly.
- 2.3** Contractors 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.
- 2.4** During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.

- 2.5** Contractors shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.
- 2.6** Contractors shall motivate a statement of non-compliance.
- 2.7** The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. This chart shall be submitted to the Project Manager or Supervisor within 14 days after the award of the contract has been made to the successful Contractor.
- 2.8** Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.
- 2.9** Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 2.10** During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 2.11** Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

PREVIEW COPY ONLY

Part C1.2:

Contract Data: Contract No.

The Contractor's Offer

The Contractor is

Name

Address

Telephone Fax No.

E-mail

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

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

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

The offered total of the Prices is
(Enter the total of the prices from the Price List, incl. VAT)

State amount in words

Signed on behalf of the Contractor

Name

Position

Signature Date

The Employer's Acceptance

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

Signed on behalf of the *Employer*

Name

Position

Signature Date

Part C2.1: Pricing Data

Contract No.

2.0 PRICING INSTRUCTIONS

1. The agreement is based on the NEC Engineering and Construction Short Contract 3. The contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
2. Preliminary and General Requirements are based on part 1 of SANS 1921, 'Construction and Management Requirements for Works Contracts'. The additions, deletions and alterations to SANS 1921 as well as the contract specific variables are as stated in the contract data. Only the headings and clause numbers for which allowance must be made in the Price list are recited.
3. It will be assumed that prices included in the Price list are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
4. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
5. The Price list is not intended for the ordering of materials. Any ordering of materials, based only on the Price list, is at the Contractor's risk.
6. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
7. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Price list:
 - a) An amount which is not to be varied, namely Fixed (F).
 - b) An amount which is to be varied in proportion to the contract value, namely Value Related (V).
 - c) An amount which is to be varied in proportion to the contract period as compared to the Initial construction period, excluding revisions to the construction period for which no Adjustment the Contractor is entitled to in terms of the contract, namely Time Related (T).
8. The following abbreviations are used in the Price list:

Hr	=	Hour
Ea	=	Each
Quant.	=	Quantity
9. The prices and rates in these Price list are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the scope of work and shall cover liabilities and obligations set forth or implied in the Contract data, as well as profit.
10. Where the scope of work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.

- 11 Where no quantity has been provided against an item in the Price list, the Contractor shall use their discretion and provide the quantity.
- 12 The quantities set out in these Price list are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price list.
- 13 The short descriptions of the items of payment given in these Price list are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 14 Contractor shall ensure that provision (financial as well as time) for excavations in a range of soil types is made for in their tenders.
- 15 For each item in the Price list, including Preliminaries, the Contractor shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material) which has been sourced locally (Republic of South Africa).
- 16 The Contractor shall also arrange forward cover within two weeks after contract award on all imported items.
- 17 The Contractor shall provide information related to imported content, i.e. equipment to be imported, value and applicable exchange rates. This information shall be provided as an Annexure to the Price list.
- 18 The total in the Price list shall be exclusive of VAT.

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Part C2.2: Pricing Data

Price List: Contract No.

Item number	Description	Unit	Qty	Rate	Price
GLEDHOW 3KV DC SUBSTATION					
A	132 KV AC disconnects	sum	1		
1	Dismantle, remove and transport old AC disconnects equipment from site to bayhead Depot.	sum	1		
2	Install new 132 KV AC disconnects, supply all control cables from the primary circuit breaker to the control panel and auxiliary control cables	sum	1		
3	Excavate and cast foundations to mount AC disconnects switches		3		
4	Supply flying busbar clamps from Eskom phases to AC disconnects and to PCB.		6		
5	Commissioning and testing				
6	PS & GS				
7	Drawings and catalogues				
8	Security				
Total Price for Bayhead (Excl. VAT) =			R		

Part C2.2: Pricing Data

Price List: Contract No.

Item number	Description	Unit	Qty	Rate	Price
DUFF'S ROAD 3KV DC SUBSTATION					
A	132 KV AC disconnects	sum	1		
1	Dismantle, remove and transport old AC disconnects equipment from site to bayhead Depot.	sum	1		
2	Install new 132 KV AC disconnects, supply all control cables from the primary circuit breaker to the control panel and auxiliary control cables	sum	1		
3	Excavate and cast foundations to mount AC disconnects switches		3		
4	Supply flying busbar clamps from Eskom phases to AC disconnects and to PCB.		6		
5	Commissioning and testing				
6	PS & GS				
7	Drawings and catalogues				
8	Security				
Total Price for Bayhead (Excl. VAT) =			R		

Part C2.2: Pricing Data

Price List: Contract No.

Item number	Description	Unit	Qty	Rate	Price
COMPENSATION 3KV DC SUBSTATION					
A	132 KV AC disconnects	sum	1		
1	Dismantle, remove and transport old AC disconnects circuit breakers equipment from site to bayhead Depot.	sum	1		
2	Install new 132 KV AC disconnects, supply all control cables from the primary circuit breaker to the control panel and auxiliary control cables	sum	1		
3	Excavate and cast foundations to mount AC disconnects switches		3		
4	Supply flying busbar clamps from Eskom phases to AC disconnects and to PCB.		6		
5	Commissioning and testing				
6	PS & GS				
7	Drawings and catalogues				
8	Security				
Total Price for Bayhead (Excl. VAT) =			R		

Part C2.2: Pricing Data

Price List: Contract No.

Item number	Description	Unit	Qty	Rate	Price
SHALLCROSS 3KV DC SUBSTATION					
A	132 KV AC disconnects	sum	1		
1	Dismantle, remove and transport old AC disconnects equipment from site to bayhead Depot.	sum	1		
2	Install new 132 KV AC disconnects, supply all control cables from the primary circuit breaker to the control panel and auxiliary control cables	sum	1		
3	Excavate and cast foundations to mount AC disconnects switches		3		
4	Supply flying busbar clamps from Eskom phases to AC disconnects and to PCB.		6		
5	Commissioning and testing				
6	PS & GS	sum			
7	Drawings and catalogues	sum			
8	Security	sum			
Total Price for Bayhead (Excl. VAT) =			R		

TOTAL SUMMARY:

1.	Total Price for Gledhow (Excl. VAT) =	R
2.	Total Price for Duff's road (Excl. VAT) =	R
3.	Total Price for Compensation (Excl. VAT) =	R
4.	Total Price for Shallcross (Excl. VAT) =	R
	Nett total Excl. VAT) =	R
	VAT @ 14% =	R
	Gross Total(Incl. VAT) =	R

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3.0 Description of work

The Contractor shall perform the following:

4.0 Description of work

This specification covers all the work and equipment for replacement, install new, test and commissioning of 132 kV AC disconnects at Gledhow, Duff's road, Compensation and Shallcross 3kv DC traction substation. This specification also covers any work arising out of or incidental to the above or required contractor for the proper completion of works in accordance with true meaning and intent of the contract document.

4.1 The contractor shall perform the following:

- 4.1.1 Install all equipment in accordance with Transnet specification BBB5452 version 5.
- 4.1.2 Excavate, cast foundations, and install AC disconnects switches in accordance with Transnet's specification BBB 7842 version 1.
- 4.1.3 Supply and install flying busbars complete with clamps from Eskom flying busbars to the AC disconnects switches and PCB.
- 4.1.4 All steelwork shall be galvanised in accordance with SANS 121 and where required, painted in accordance with CEE 0045. The manufacture of any steelwork shall not take place prior to the approval of the design drawings. Transnet shall inspect the steelwork at the manufacture's works prior to dispatch. All fasteners (nuts & bolts) shall be secured using flat or bevelled washers, where necessary, as well as lock washers.
- 4.1.5 Ensure that all concrete work (i.e. casting of foundations) is in accordance with Transnet specification S420 (1999). Foundations and bolt groups shall be certified by Professional Engineer or Technologist registered with the Engineering Council of South Africa (ECSA) in the relevant disciplines. These designs shall be submitted before civil work is commenced. All support foundation edges shall be levelled at 45 degrees, and the surfaces must be float finished. All support foundations shall be at the same level. Equipment support foundations shall be finished off 200 mm above the finished ground level of the yard. The design must be in such a way that standing water is prevented.
- 4.1.6 Arrange for sampling and testing of concrete used, and shall submit full records to the manager. The method of sampling used shall comply with specification S420. No water shall be added to a mix after test cubes have been taken, as this reduces the strength of the very significantly. The Contractor shall submit certificate confirming the strength of the concrete to the Manager in the case where ready-mix concrete is used. Hand mixed

concrete is not acceptable.

4.2 Gledhow Traction Substation:

4.2.1 The contractor shall install high voltage AC disconnecting switches in accordance with Spoornet's specification BBB 7842 and installation specification BBB 5452 clause 11.0.

4.2.2 Protection and Interlocking:

4.2.2.1 The contractor shall supply and install all protection equipment in accordance with Spoornet's specification BBB3005, BBB 2721 and installation specification BBB 5452.

4.2.2.2 Interlocking shall be done as per specification BBB 5452 clause 31 and 32

4.3 Duff's road Traction Substation:

4.3.1 The contractor shall install high voltage AC disconnecting switches in accordance with Spoornet's specification BBB 7842 and installation specification BBB 5452 clause 11.0.

4.3.2 Protection and Interlocking:

4.3.2.1 The contractor shall supply and install all protection equipment in accordance with Spoornet's specification BBB3005, BBB 2721 and installation specification BBB 5452.

4.3.2.2 Interlocking shall be done as per specification BBB 5452 clause 31 and 32

4.4 Compensation Traction Substation:

4.3.1 The contractor shall install high voltage AC disconnecting switches in accordance with Spoornet's specification BBB 7842 and installation specification BBB 5452 clause 11.0.

4.3.2 Protection and Interlocking:

4.3.2.1 The contractor shall supply and install all protection equipment in accordance with Spoornet's specification BBB3005, BBB 2721 and installation specification BBB 5452.

4.3.2.2 Interlocking shall be done as per specification BBB 5452 clause 31 and 32

4.4 Shallcross Traction Substation

4.4.1 The contractor shall install high voltage AC disconnecting switches in accordance with Spoornet's specification BBB 7842 and installation specification BBB 5452 clause 11.0.

4.4.2 Protection and Interlocking:

4.4.2.1 The contractor shall supply and install all protection equipment in accordance with Spoornet's specification BBB3005, BBB 2721 and installation specification BBB 5452.

4.4.2.2 Interlocking shall be done as per specification BBB 5452 clause 31 and 32.

5.0 INSTALLATION

5.1 The Contractor shall be responsible for the transport to site, off-loading, handling, storage and security of all material required for the construction/ execution of the works.

6.0 COMMISSIONING OF EQUIPMENT

- 6.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.
- 6.2 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 6.3 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.
- 6.4 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.
- 6.5 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

7.0 GUARANTEE AND DEFECTS

- 7.1 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.
- 7.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract 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.
- 7.9 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.

8.0 QUALITY AND INSPECTION

- 8.1 Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful Contractor.
- 8.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.
- 8.3 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.
- 8.4 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.

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