



**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No. CRAC-JHB-11426**

**FOR THE SUPPLY OF: SUPPLY SIX KVA UNINTERRUPTABLE POWER SUPPLY UPS  
UNIT WITH BACK UP BATTERIES**

**FOR DELIVERY TO: 39 WOLMARANS STREET, BRAAMFONTEIN**

**ISSUE DATE: 26 JULY 2013**

**CLOSING DATE: 06 AUGUST 2013**

**CLOSING TIME: 10:00**

**VALIDITY DATE: 05 NOVEMBER 2013**

**A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING  
AREARS**

**VENUE: 39 WOLMARANS STREET, BRAAMFONTEIN**  
**Time: 10:00**  
**Date: 31 JULY 2013**

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

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

**ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY IN  
ONE ENVELOP THE ENVELOP MUST BE WRITTEN OUTSIDE THE TENDER NUMBER  
AND THE CLOSING DATE.**

**FOR DIRECTION/SITE CONTACT: HIRAM NAGDEE (TEL: 011 308 9552)**



## REQUEST FOR QUOTATION [RFQ]

### RFQ CRAC-JHB -11426

#### Information Session

#### RFQ SITE MEETING

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

Venue : **39 WOLMARANS STREET, BRAAMFONTEIN**

Time : **10H00**

Date : **31 JULY 2013**

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

#### **5.1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

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

.....  
TRANSNET'S REPRESENTATIVE TENDERER'S REPRESENTATIVE

DATE:.....

#### **VERY IMPORTANT**

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



## Section 1

### NOTICE TO BIDDERS

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

**METHOD:** [post / courier or hand delivery]

**CLOSING VENUE:** The Secretary, TRANSNET Freight Rail, Acquisition Council Ground Floor Tender Box  
Inyanda House 1, 21 Wellington Road, Parktown.

#### 1 Responses to RFQ

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" in accordance with the 10%/20% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 [as amended], to companies who provide a B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE 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]:
  - Automatic rating of Level 4 B-BBEE irrespective of race or ownership
  - Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE

EME's should only provide documentary proof of annual turnover [i.e. annual financials or a formal letter by an auditor, accountant or a SANAS accredited verification agency]. Such letter should also indicate the percentage of Blacks and Black-women ownership.



*[Refer Section 4, Vendor Application Form, for Returnable Documents required]*

### 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 CRAC-JHB-11426** between the closing date and the date of the award of the business.

A non-refundable tender fee of **R150.00** (inclusive of vat) is applicable per tender (listed below). Payment is to be made to Transnet Freight Rail, standard bank account number 203158598, and Branch code: 004805. The deposit slip must reflect the tender number **RFQ CRAC-JHB-11426** and the company name receipt/s to be presented prior to collection of the tender/s.

On or after **26 JULY 2013** the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington road, and Parktown.

- 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:** Phumudzo Stanley Gadivhana

**Telephone:** 011 584 1425

**Email:** [phumudzo.gadivhana@transnet.net](mailto:phumudzo.gadivhana@transnet.net)

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

**Name:** Prudence Nkabinde

**Telephone:** 011 544 9486

**Fax:** 011 774 9760

**Email:** [prudence.nkabinde@transnet.net](mailto:prudence.nkabinde@transnet.net)

### 4 Tax Clearance

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

### 5 VAT Registration

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

**6 Legal Compliance**

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

**7 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-bid 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; or
- make no award at all.

**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 addresses:





#### 14 Evaluation Criteria

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

##### Phase 1

**Administrative responsiveness - Completeness of response and returnable documents**

##### Phase 2

**Substantive responsiveness – Prequalification criteria (Mandatory), must be met :**

- Letter of good standing from workmen compensation commissioner and from Department of Labour (Electrical Related Works)
- Technical Specification and data sheets of UPS equipment supplied
- Guarantee/ Free warrantee period of UPS and battery Product supplied
- Letter of good standing from UPS and Battery equipment Supplier (Sub- Contractors)
- A clause by clause statement of compliance to the General conditions of contracts, the project specification and general specifications
- A detailed list of equipment supplied including part or model numbers
- Certificate of compliance for UPS equipment

##### Phase 3

CRITERIA	WEIGHT	SUB WEIGHTS
<b>Category: Technical/ Practical (Scoring Matrix)</b>	<b>40 points</b>	<b>40</b>
• Quality of material being offered (as per Technical Specification)	10%	10
• Energy Star rating of equipment supplied ( Proof to be provided)	10%	10
• Stored list of UPS related material available ( Estimated Value)	10%	10
• Project specific experience of company	5%	5
• Technical capacity/ Resources 924 Hour Call Centre & Minimum 3 dedicated technical response vehicles	5%	5

**Phase 4****Commercial**

- **Competitive pricing**

**Phase 5****B-BBEE Status of the Company**

- **Provide BBBEEE level certification and score Card**
- **Weight evaluation based on 80/20 preference system**

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 (80/20 system)</b>
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 [thirty] days** from the closing date of this RFQ. It should be noted that Respondents may offer an earlier validity period, but Quotations may be rejected for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder: This RFQ is valid until **05 NOVEMBER 2013** *[State alternative validity period/date]*.

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

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [✓] in the table below:

Returnable Documents	Submitted [✓]
SECTION 2 : Quotation Form	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	

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

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





All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [✓] in the table below:

Returnable Documents	Submitted [✓]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs]	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs]	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Original valid Tax Clearance Certificate [RSA entities only]. if a JV or subcontractor is involved, submit a Tax Clearance Certificate for each entity	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	

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



**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 [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

"PREVIEW COPY ONLY"



**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]**

**TRANSNET FREIGHT RAIL**

**TECHNICAL SPECIFICATION**

**FOR THE**

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING AND MAINTENANCE OF UNINTERRUPTED POWER SUPPLY FOR**

**5 X 10 KVA, 15 – 30 MINUTE BACKUP,  
DIRECT-ON-LINE UPS, 380V (in)/380V (out) 4 WIRE  
AND**

**1 X 10 KVA, 60 – 90 MINUTE BACKUP,  
LINE INTERACTIVE UPS, 380V (in)/220V (out) 2 WIRE**

**AT**

**39 OLMARANS STREET, BRAAMFONTEIN, JOHANNESBURG**

**TABLE OF CONTENTS**

**Specification for the UPS**

Section 1 – General

Section 2 – Equipment Requirements

Section 3 – Schedule of Technical Information

Section 4 – Schedules of Quantities

Annexure A – Schedule of Imported Materials and Equipment

**SPECIFICATION FOR THE SUPPLY, DELIVERY, INSTALLATION  
AND COMMISSIONING OF UNINTERRUPTED POWER SUPPLY****SECTION 1 – GENERAL****TABLE OF CONTENTS****Clause**

1. Intent of Specification
2. Standards and Codes
3. Scope of Work
4. Ambient Operating conditions
5. Site Information
6. Co-ordination
7. Test Certificates and Inspections
8. Guarantee and Maintenance
9. Materials and Workmanship
10. Brochures
11. Submittals

"PREVIEW COPY ONLY"



## SECTION 1 – GENERAL

### 1. Intent of Document

The specification is intended to cover the complete installation of the uninterrupted power supply. The minimum equipment requirements are outlined, but do not cover all the details of design and construction. Such details are recognised as being the exclusive responsibility of the contractor.

In all cases where a device or part of the equipment is referred to in the singular, it is intended that such reference shall apply to as many devices as are required to complete the installation.

### 2. Standards and Codes

Refer to clause 1 of Section 2 of this document for the relevant standards and codes.

All equipment shall be Y2K compliant.

### 3. Scope of Work

Supply, delivery, installation and commissioning of the complete uninterrupted power supply specified in this document.

The plant room will be provided by other trades and the contractor shall ensure that the space allowed is sufficient for the installation of the UPS and that the ventilation of the plant room is adequate. If any changes to the design have to be made the contractor must inform the consulting engineer in writing.

*Consultant to include Particulars of this contract*

### 4. Ambient Operating Conditions

- a) Ambient Temperature
- b) Relative Humidity
- c) Altitude
- d) Dust
- e) Corrosion
- (a)

*Consultant to include information a – e particular to this project*

### 5. Site Information

(b) *Electrical Utilities Room on Floors 3, 4, 5, 6, and 7 and Basement Staircase Electrical Utilities Cabinet at 39 Wolmarans Street, Braamfontein, Johannesburg*

### 6. Co-ordination

Due to the nature of the installation, a fixed sequence of operation is required to properly install the complete uninterrupted power supply. The work shall be closely scheduled in order not to delay the entire project.

The contractor shall familiarise himself with the requirements of the other trades and shall examine the plant and specification covering each of these sections.

The space requirements shall be carefully checked with the other trades to ensure that the equipment can be installed in the proper sequence in the space allocated.

### 7. Test Certificates and Inspections

The following tests are to be carried out:





- (a) After completion of the works and before first delivery is taken, a full test will be carried out on the installation for a period of sufficient duration to determine the satisfactory working thereof. During this period the installation will be inspected and the contractor shall make good, to the satisfaction of the Representative/Agent, any defects which may arise.
- (b) The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installation at completion.
- (c) Test reports of both tests as specified under (a) and (b) are to be submitted to the Department.

#### **8. Guarantee and Maintenance**

The Contractor shall guarantee the complete plant for a period of twelve months after first delivery has taken place. (Technical Handover)

If during this period the plant is not in working order, or not working satisfactorily owing to faulty material, design or workmanship, the Contractor will be notified and immediate steps shall be taken by him to rectify the defects and/or replace the affected parts on site at his own expense.

The Contractor shall maintain the plant in good working condition for the full twelve month period to the final delivery of the installation. However, should the Contractor fail to hand over the plant in good working order on the expiry of the specified twelve months, the Contractor shall be responsible for further monthly maintenance until final delivery is taken.

During this period the contractor will undertake to arrange that the plant be inspected at regular intervals (whatever number of visits the contractor deems necessary to fully maintain the equipment) by a qualified member of his staff who shall: -

- (a) Check the mechanical soundness of all parts
- (b) Check and adjust all the output and control values of the system (voltage, frequency, control voltages, etc.)
- (c) Take control measurements on the major system components and record these measurements.
- (d) Replace all defective components.
- (e) Service batteries.
- (f) Check ventilation of UPS equipment.
- (g) Clean all UPS, battery and related equipment and/or rooms as required.
- (h) Provide 24 hour standby maintenance and repair service at all times, including statutory holidays.

Note: At each visit, which shall be arranged in advance with the client's representative, a record of maintenance carried out shall be kept. The time and date of visits shall be entered in a logbook, which shall be kept in the plant room.

#### **9. Materials and Workmanship**

- (c) The work throughout shall be executed to the highest standards and to the entire satisfaction of the Representative/Agent who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials, which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Engineer.



- (d) All work shall be executed in a first-class manner by qualified tradesman.
- (e) The Contractor shall warrant that the materials and workmanship shall be of the highest grade, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices and ready and complete for full operation. It is specifically intended that all material or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether or not shown or described in the Contract Document.
- (f) The Contractor shall thoroughly acquaint himself with the work involved and shall verify on site all measurements necessary for proper installation work. The Contractor shall also be prepared to promptly furnish any information relating to his own work as may be necessary for the proper installation work and shall co-operate with and co-ordinate the work of others as may be applicable.
- (g) All components and their respective adjustment, which do not form part of the equipment installation work, but influence the optimum and safe operation of the equipment shall be considered to form part of, and shall be included in the Contractor's scope of works.
- (h) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- (i) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the installation and guarantee periods to ensure the safety of the public and the User Client.
- (j) The Contractor is to include for all scaffolding required to complete the work required.

#### **10. Brochures**

Detailed brochures and technical specifications of all equipment offered shall be presented together with the tender documents.

#### **11. Submittals**

The following information must accompany the tender documents

- (a) The information requested in the schedule of information.
- (b) A paragraph by paragraph schedule of compliance with detailed description of any deviations from this specification.
- (c) If alternative systems are offered, a clear description of the operating characteristics and special features of the equipment along with a motivation for offering the alternative.
- (d) Descriptive and illustrated brochures and other information pertaining to the inverter and ventilation equipment and switchgear.
- (e) The proposed layout as stated.
- (f) Arrangement of batteries.
- (g) A sample test report as stated.
- (h) The circuit diagram requested.



- (i) The information requested.
- (j) Tenderers shall submit a list of successful installations completed in the Republic of South Africa

## **2. UNINTERRUPTED POWER SUPPLY (UPS)**

### **2.1 Definitions**

- (a) **UPS** shall denote the complete UPS unit with associated controls, remote alarm panel and batteries and any accessories required by the system for its successful operation.
- (b) **Power Converter Module** shall denote a rectifier, battery charger, inverter, electromechanical by-pass switch and manually operated by-pass switch.
- (c) **Rectifier** shall denote that portion of the converter module containing the equipment and controls to convert the incoming AC power to regulated DC power required by the inverter.
- (d) **Inverter** shall denote that part that converts the DC supplied by the rectifier to AC satisfying the load requirements.
- (e) **Electro-mechanical** by-pass static switch shall denote a by-pass system provided break free switching from inverter to mains operation and vice versa.
- (f) **Battery charger** shall denote that portion of the power converter module containing the equipment and controls to convert the incoming AC power to precisely regulated DC power required for battery charging.
- (g) **Critical load** denotes the load as presented to the UPS by the computer or other load requiring constant supply and associated circuits and apparatus.
- (h) **Mean-Time-Between-Failure (MTBF)** shall denote an overall MTBF of the UPS as a complete system.
- (i) **A system failure** shall denote any interruption to, or degradation of the critical load bus voltage or frequency beyond the limits set forth herein.
- (j) **Efficiency** shall denote the ratio of real output power (kW) to real input power (kW) with the UPS operating at a defined load power at the defined power factor, the battery fully charged and with nominal input voltage.

### **2.2 System Requirements ( The Required Input and Output Voltages Are Detailed In Part 2 Of This Specification)**

#### **(A) Input to the UPS**

- (a) Input voltage : 400/231V  $\pm$  10% or 231V  $\pm$  5%
- (b) Frequency : 50Hz  $\pm$  4%
- (c) System : 1 phase, 2 wires or 3 phases, 4 wires with operative earth conductor, supplied from utility network or standby generator set. Refer to detail specification.
- (d) Power factor : Not less than 0, 8 lagging.





- (e) Max starting current: 10 times full load current for not more than  $\frac{1}{2}$  a cycle with rectifier soft starting facility.

(B) **Output to Load**

- (a) Rating : Refer to detail specification.
- (b) Output voltage : Refer to detail specification.
- (c) Frequency : 50 Hz  $\pm$  0,5 Hz.
- (d) System : 1 phase 2 wire or 3 phase 4 wire with operative earth conductor. Refer to detail specification.
- (e) Voltage regulator :  $\pm$  10% maximum deviation of steady state voltage recovering to within 5% in less than 50 ms and to within 1% less in that 100 ms.
- (f) Frequency stability : Normally automatically synchronised to mains frequency if the latter is within 50 Hz  $\pm$  2% (adjustable window) Runs free at 50 Hz  $\pm$  0,5 Hz at any load when mains is out of limits.
- (g) Harmonic content : Less than 4% total distortion.
- (h) Amplitude modulation : Less than 2%

(C) **Overall Performance**

Efficiency (overall) : 80 - 95%

(D) **Ambient Operating Conditions**

Refer to Section 1, General – Clause 5

(E) **System Description**

The system shall consist of a static UPS complete with the following components :

- (a) Rectifier/charger.
- (b) Inverter.
- (c) Battery.
- (d) Automatic electronic no-break bypass circuit and switch.
- (e) Separate manual bypass switch.
- (f) Protective devices and measuring equipment.
- (g) The required controls and necessary equipment.
- (i) A self monitoring system with digital readout by means of which all critical functions can be checked.

**Note: Requirement (h) Is Only For Ups Systems Above 200 kVA**

The system shall be capable of providing an uninterrupted supply to the load with the output characteristics as specified for a minimum period of **15 minutes** during a total mains failure (i.e. normal mains and standby generator supply failure). The batteries shall be rated at an AC load power factor of 0, 8 lagging.

The complete system, including all controls shall be designed in such a way that the failure of any one vital central component will **NOT** cause a complete system failure. If necessary such a failure must be avoided by connecting the load directly to the mains by means of the bypass switch.

The UPS shall operate satisfactorily synchronous with the mains supply even under severe conditions of up to 100% unbalanced load.

The UPS shall be amply rated to carry the stated full load current. The UPS shall furthermore be capable of withstanding the following overloads.

Static Overloads: 100% of full load continuously.

125% of full load for 5 minutes.

150% of full load for 2 minutes.

165% of full load for 1 second with inductive decay after initial equipment switch on surge current.

Dynamic Overload: 300% for less than 5 msec.

1000% for less than 1 msec.

All component parts, cables and other connections shall be rated to withstand the overloads stated and maintain the input voltage **at the full load** within the tolerances stated.

The equipment shall be designed for the maximum operating efficiency. The efficiency shall be determined when the system is delivering full load at 0, 8 power factor with the batteries fully charged. The load required by the auxiliary equipment (controls, alarms, etc). Electronic switches and cabinet fan shall be included in the determination of overall efficiency. A typical test report clearly showing how the efficiencies are calculated shall be submitted with the tender.

It shall be the responsibility of the successful tenderer to ensure satisfactory operation of the complete system for the load to be supplied. It is, therefore, essential that the tenderer acquaint themselves fully with typical load conditions before the tender closing date.

All cabinets containing thyristors shall be adequately screened and earthed to prevent direct radio frequency radiation.

Tenderers shall submit with their tenders a schematic diagram showing:

Input circuit breakers.

- System busbars.
- Rectifiers.
- Batteries.
- Inverters.
- Electronic switches.
- Bypass circuit.
- Detour circuit.
- Fuse protection.
- Output circuit breakers.
- Oscillator.





- Power supply circuits to oscillator, alarms, controls, etc.
- Battery isolator.

The diagram shall also show the relative phase displacement of the rectifier transformers.

**NOTE: This Is Not Applicable To Systems Below 200kVA.**

(F) Inverter Oscillator

The inverter shall contain an oscillator capable of operating and maintaining the inverter output frequency as specified. The inverter oscillator shall be capable of frequency synchronisation and phase locking to the mains (or standby generator) power source frequency. When operating as a slave to the mains or standby power and a failure occurs in the slaving signal, the inverter oscillator shall automatically revert to a free running state and maintain the specified limits. All changes in output frequency to free run or synchronise shall be gradual to suit the load requirements.

(G) Rectifier

The UPS shall have its own rectifier and rectifier transformer which shall operate satisfactorily from the mains or standby supply.

The rectifier shall be of the solid state type providing full wave rectification of the input voltage suitably regulated to suit the input requirements of the inverter. Where necessary, a high grade DC filter shall be utilised to limit the output ripple to within acceptable levels for the inverter input. Current limiting features shall be provided to protect the rectifier. The current limiting settings shall be variable for final adjustment on site.

Voltage free contacts shall be provided for the malfunction alarms of the rectifier.

An input monitoring circuit shall be provided for the rectifier. This circuit shall switch off the rectifier when the r.m.s. value or frequency of the input voltage falls below present values.

The necessary protection circuitry shall be provided to switch off the rectifier if any one of the rectifier phases should fail, thus presenting an unbalanced load to the incoming supply.

The output of the rectifier shall be connected in parallel to the battery and inverter.

The rectifier shall have over temperature protection. Temperature sensing probes shall be placed on the thyristor housing, thyristor mounting, or on the heat sink close to the thyristor. The sensing of the off coming air temperature alone is not acceptable.

Tenderers shall take into account the possible effects of harmonics that may be present on the input supply due to non-sinusoidal waveforms at the rectifier input, phase commutation, the effect of reactance during phase commutation etc. The input voltage monitoring circuits of the rectifiers shall be adequately filtered and buffered to ensure reliable load control and to prevent continuous on-off switching of the rectifiers.

For three phase units each of the three rectifier transformers shall have a different primary to secondary phase displacement in order to minimise the harmonics generated by the rectifiers.

**NOTE: This Is Not Applicable For Systems Below 200 kVA**

(H) Inverter

The inverter shall be adequately protected against any excessive overload or short circuits that occur in the load. Reactive current limiting or other methods shall be employed to render the thyristors short circuit proof. The successful tenderer shall replace any thyristors or any inverter components at his-own expense if these should be damaged within the guarantee period.



The necessary feedback and control circuits shall be incorporated to ensure satisfactory operation separately or in synchronisation with the mains supply under all conditions of dynamic load variations, stated overloads, severe unbalanced conditions and high operating temperatures. The Thyristor Bridge shall contain the necessary auxiliary circuitry to ensure satisfactory operation.

The output of the inverter shall be connected in parallel with the thyristor switch output.

Each inverter shall have over temperature protection similar to the over temperature protection for the rectifier.

A discharge device shall be provided across the D.C. input to the inverter, which will discharge any capacitors in the inverter module when it is switched off.

(I) Battery charger

The battery charger shall be a solid state, constant voltage type providing full wave rectification of the input voltage with the output regulated to accuracy as specified. A high grade D.C. filter shall be utilised to limit the output ripple to the stated tolerance. Current limiting features shall be provided. The value of the current limit setting shall be in accordance with the maximum allowable charging current that the batteries can withstand.

The maintained voltage on float charge shall be such as to give maximum life to the batteries whilst maintaining the maximum charge conservation and minimising gas formation and water loss. The optimum float charge voltage shall be specified by the battery manufacturer but is expected to be approximately 2, 23 volts per cell. The voltage shall be kept within  $\pm 0, 5\%$  of the nominal value for all loads from no load to the full rated battery charger current when supplying the full output with batteries discharged.

(J) Computer rooms/office UPS installation

The rectifier shall be equipped with **2 independent** over voltage shutdown contacts for maximum charger security.

The battery charger shall be designed to charge the batteries to 90% of its fully charged capacity within 14 hours and to 100% capacity within 20 hours.

The battery charger shall be capable of boost charging the batteries to 2,6 volt per cell. The boost facility shall be manually operated.

The battery charger shall be provided with a current limiting circuit.

The current limit setting shall be variable for easy adjustment on site.

The necessary voltage free contacts for the alarms and battery charger failures shall be allowed for in the tender price.

The battery charger shall have over temperature protection similar to the protection specified for the rectifier.

The battery charger shall have circuitry to inhibit the charging of batteries from the standby generator. This circuitry shall be activated by normally open contacts on the generator control panel. The interconnecting cables will be supplied and installed as part of this contract.



(k) **NOTE: This requirement is only applicable for UPS systems above 200kVA**

(K) Battery

The battery capacity shall be sufficient to provide full load for the specified time. The capacity shall be rated at a maximum specific gravity of 1,245 at 25 C and correctly filled.

Tenderers shall state the discharge capacity of the battery after 10 hours of charge and the battery voltage at its terminals under various conditions. The inverter shall switch off on low battery voltage.

The battery cells shall be of the maintenance free type.

The batteries shall give satisfactory service for a minimum period of **3 years**. Tenderers shall state the maximum expected lifetime of the batteries and motivate their statement, and provide a statement by the battery manufacturer supporting this and stating that the charger offered is suitable for the battery.

The cells must be mounted in a matching steel cabinet or in the same cabinet as the control equipment. The vented type cells should be mounted on a wooden stand, consecutively, numbered with positive and negative terminals clearly marked in a ventilated battery room.

The batteries shall be complete with cell inter-connectors and row inter-connectors. The output terminals shall be robust and adequately dimensioned for the output cable terminations.

The inter-connectors between cells and shall be made in a manner giving the lowest volt drop and maximum resistance to corrosion.

All connections to cells must consist of flexible cable to avoid mechanical stress at the cell terminals.

The tenderer shall describe the method of removal and replacement of a faulty cell.

The battery shall be complete with a battery fuse isolator capable of breaking the full load current drawn by the inverter. These battery fuse isolators shall be installed in the inverter unit room or cabinet.

Terminal posts should be effective for the expected lifetime of the battery and should be effective even if the cell is overfilled.

The battery may be resistance grounded through 5000 ohm to 10000 ohm for the purpose of ground fault.

Tenderers shall submit full details with dimensioned drawings of the batteries offered.

Tenderers shall submit the calculations and motivations complete with curves supporting the selection of a specific battery cell.

All cabling for the battery shall be installed on PVC cable trays and fitted to the satisfaction of the engineer.

(L) Automatic by-pass switch

An integral automatic bypass switch shall be provided to transfer the critical load without break to the mains should the UPS unit fail. The latter unit shall simultaneously be disconnected from the critical load bus. This transfer shall, however, be inhibited if the mains is out of synchronism with the UPS output. Retransfer to the UPS output shall be on a manual or automatic command. This switch must have a cover fitted screwed to the panel so as to make the operating of this switch impossible without having first removed the cover. This switch cover must also have the following words etched in white with a red





background mounted on or adjacent the cover: **CAUTION : BYPASS SWITCH ONLY : ONLY TO BE OPERATED BY QUALIFIED PERSONNEL**

The static switch should prevent "hunting" and after trying unsuccessfully to switch a maximum of **three** times the static switch should be inhibited from further switching.

(I)

### **3. CONSTRUCTION OF CUBICLES AND SWITCHBOARDS**

All the converter equipment shall be housed in totally enclosed, free standing, floor mounted cubicles, designed top provide adequate ventilation for the equipment.

All cubicles shall be rigid with suitably braced doors providing front access.

All cubicles shall be vermin proof.

All equipment shall be mounted on the metal framework suitably arranged to provide safe operation and ease of access. Fuses and switchgear in particular should be safely accessible even under load conditions.

All power bridges, filters and other major components both in the inverter and rectifier, shall be completely withdrawable to facilitate rapid repair and/or replacement. The method of withdrawal shall be such that a complete module can be extracted in the operating condition so that checks and measurements may be made while in operation and access to all components facilitated.

All electronic printed circuit cards shall be of a good quality and shall be easy and simple to interchange.

All auxiliary power supplies shall be duplicated and shall be connected so as to operate in parallel redundancy. At least two primary sources of power shall be provided for each of the power supplies in the system.

Flexible wires shall not be soldered directly onto terminals but shall have a crimped tab, which is soldered onto a terminal or post. The wire wrapping technique shall be employed for electronic circuits where possible.

The front panel alarms shall be clearly and adequately marked in English. A single line mimic layout of the switchgear shall be provided on the front of the cubicles providing a graphic display of the circuitry of the equipment involved.

All input and output power cables shall be terminated using approved cable glands, onto a cable gland support bracket. The cable conductors shall terminate at the connecting busbars or shall be connected directly to the appropriate switchgear. All power cables shall be properly numbered with wrap around cable markers with punched figures to identify cables at each termination point.

### **4. INSTRUMENTATION AND CONTROLS**

All the required instrumentation as indicated on the drawings shall be provided.

Supply and install all the necessary controls for the operation of the system. Facilities shall be provided for controlling the rectifier, switching the inverter on, switching the inverter output to the synchronous motor/alternator and controlling the bypass thyristor switch circuit.

All control switching of the rectifier and inverter as well as the bypass operation shall be pushbutton initiated.



Standard electronic equipment from overseas manufactures shall **not be accepted** if not duly protected with transsorb and metal oxide varistors in power supplies and external communication lines. Standard electronic equipment not internally protected with transsorb or MOV's may be protected externally by means of transsorb and MOV's mounted on klippon type terminals. All external communication and remote power supply lines shall be protected by means of transsorb and MOV's of sufficient rating mounted on klippon type terminals.

## **5. ALARMS**

All alarms shall be of the tell tale type with memory features e.g. a flashing light indicates a fault coupled with an audible alarm. The pressing of the appropriate button shall cancel the audible alarm and allow the alarm lamp to burn continuously until the fault is removed.

The following minimum alarm conditions shall be monitored on the equipment:

- (1) Normal
- (2) Mains failure
- (3) Inverter failure
- (4) Shutdown imminent
- (5) Load on mains
- (6) Overload
- (7) Charger fails

Where required a remote panel must be supplied and installed. The alarms indicated must duplicate all the alarms indicated on the UPS control panel. In addition a buzzer must be provided. Any alarm occurring must sound the buzzer to draw attention. An alarm accepts pushbutton to silence the buzzer must be provided.

Provision shall be made on all the alarms mentioned above to be remotely monitored. Normally open contacts shall be supplied at the converter for each alarm for this purpose. The contacts shall close under an alarm condition.

## **6. VENTILATION**

All equipment racks shall be positioned in logical fashion on the floor in a configuration, which will ensure proper ventilation

Each cubicle containing heat-generating equipment (thyristors, transformers electronic circuitry, filters, etc) shall, where necessary, have extraction ventilation fans mounted on the top of the cubicle to assist air circulation. These fans shall be fed from the output distribution panel of the uninterrupted power supply.

## **7. QUALITY ASSURANCE**

The manufacturer shall be responsible for the performance as specified herein and to prove such performances to the satisfaction of the engineer. Except as otherwise specified, the supplier must utilise facilities acceptable to the engineer.

## **8. DRAWINGS**

As soon as possible after the awarding of the contract, the successful tenderer shall at his expense submit to the engineer for approval, three prints of:

- (1) All general arrangement drawings.
- (2) Detailed dimensioned drawings of all plant and equipment.





- (3) Complete wiring diagrams and block schematic diagrams.

At the same time a list of all equipment designations, labels, etc. in both official languages shall be submitted for approval.

The approval of drawings shall not relieve the successful tenderer of his liability to carry out work in accordance with the terms of the contract.

On completion of the contract, a complete set of transparencies of all drawings of a quality acceptable to the engineer shall be handed to the engineer at the expense of the successful tenderer. These final drawings shall include:

- (1) A proper and accurate as-made wiring diagram of the complete installation showing circuit numbers, terminal strip numbers and conductor colours.
- (2) A schematic diagram clearly showing functions and component values. A material list showing make, model and characteristics of all components of the control equipment and switchgear is to be included.
- (3) Fully dimensioned as-made physical layout drawing of the equipment, batteries and ventilation equipment.
- (4) A detailed **schedule** of all wiring.

The contract shall be deemed incomplete until all drawings have been received by the client.

## **9. INSTRUCTION OF OPERATOR AND MANUALS**

After completion of the installation, and when the plant is in running order, the successful tenderer will be required to instruct an attendant in the operation of the plant, until he is fully conversant with the equipment and handling thereof.

Three (3) copies of maintenance, fault-localising and operating manuals together with the drawings required shall be handed over to the engineer.

## **10. TESTS**

The complete testing including the provision of test facilities, instruments, dummy loads and switchgear at the manufacturer's premises in the Republic of South Africa shall form part of this contract. If the factory tests cannot be performed in the RSA, the client may, at his discretion and own cost, decide to attend tests at the supplier's overseas factory. Tenderers shall not allow for this.

For the test in the manufacture's premises the client shall be notified four weeks in advance in order that a representative can be sent to witness these tests.

### **10.1 Battery tests**

- (1) The output voltage of the battery unit (i.e. all the cells making up one battery) shall be tested with the incoming supply removed.
- (2) The full rated load for the battery shall then be connected to it. The voltage shall be measured at 5 minute intervals for the duration discharge period.
- (3) The batteries shall be left to recharge. The voltage shall be checked after 14 hours with the load and incoming supply removed as well as with the load connected but incoming supply removed.



- (4) When fully recharged, the voltage and specific gravity of every cell shall be measured with the incoming supply removed.
- (5) The circulating A.C. current through and the A.C. voltage across the batteries shall be measured when the rectifiers are on with the battery discharged and fully charged.

#### **10.2 Oscillator tests**

- (1) Frequency within tolerances at all loads.
- (2) Parallel redundancy.
- (3) Auto automatic synchronisation for connection of the synchronous motor/alternator to mains via the thyristor switch.

An electronic frequency counter shall be used to measure the frequency.

#### **10.3 Rectifier tests**

- (1) Output voltage of rectifiers at no load and full load with batteries charged and not charged.
- (2) Current limits, both for mains failure and return to mains.
- (3) Switch off value mains input monitor.
- (4) Sequential switch on for return to mains.
- (5) Soft start circuits.

#### **10.4 General**

Ammeters will not be acceptable to prove the above items. A wave analyser and a recording oscilloscope will be required. Photographs shall be taken of the oscillograms by the contractor in the presence of the engineer.

The overall efficiency of the complete uninterrupted power supply shall be proved to be within the specified limit at full load and at no load.

The overcurrent protection mechanisms of the A.C.B. shall be proved by current injection (either primary or secondary)

The bypass and detour circuits shall be proved.

All alarms, indications and control functions shall be proved.

The test instruments provided shall in all cases be of high quality and suitable to be able to adequately assess the quantities being measured and the equipment being tested. All instruments shall be calibrated by a testing laboratory approved by the National Calibration Service of the CSIR. The test equipment remains the property of the successful tenderer.

At the completion of the tests, a full test report shall be submitted by the contractor to the engineer in triplicate.

Continuously adjustable dummy loads of a rating suitable to comprehensively test the UPS shall be provided by the contractor as well as any temporary cables required for the connection of the dummy load to the UPS on site.

**11. CABINET**

The contractor shall supply and install a metal cabinet (on wheels) with lockable doors of sufficient size to house all batteries, cables, operating and maintenance instructions, drawings, minor spares, tools, etc.

**12. SCHEMATIC DIAGRAM**

A schematic diagram of the complete system shall be mounted in a suitable place and shall be resin encapsulated.

**13. AUXILIARY EQUIPMENT**

Tenderers shall make all allowances for plant required (i.e. hoists, cranes, trolleys, etc.) ensuring positioning of the equipment in the UPS room.

**14. UPS POWER PLUG OUTLET**

All UPS power plug outlets must be of the red non-standard 3-pin type with the earth pin not earthed to the plug baseplate to facilitate the installation of a single earth connection earthing system. Each socket outlet must be provided with a red plug top.

Each socket outlet must be labelled with an engraved label indicating the power circuit number to which it is connected.

**15. DISTRIBUTION WIRING**

All sub-distribution wiring circuits must be wired as follows:

**15.1 Mains power plug circuits**

4 mm<sup>2</sup> PVC/copper in red and black conductors and a 2,5mm<sup>2</sup> bare copper earth.

**15.2 UPS power plug circuit**

4 mm<sup>2</sup> PVC/copper in blue and black and a green PVC insulated 2,5mm<sup>2</sup> earth wire.

The black neutral conductors must be clearly labelled at each end as follows: "UPS" or "OKT"

**15.3 UPS Earthing**

The main earth bar must be connected to the insulated earth bar of the UPS via a removable copper link bar.

All UPS boards must have insulated earth bars, separately earthed to a clean 1,2m earth spike by means of 70mm<sup>2</sup> insulated earth to obtain at least one ohm at the UPS board.



### SECTION 3 – SCHEDULES OF TECHNICAL INFORMATION

#### 1. SYSTEM PARAMETERS

1.	Net output power of inverter system	kVA
2.	Power factor for which the system is rated	Lagging
3.	Nominal input voltage	Volts
4.	Maximum input voltage tolerated	Volts
5.	Minimum input voltage tolerated	Volts
6.	Maximum input frequency deviation tolerated	Hz
7.	Maximum and minimum input power factor at rated KVA	kVA
8	Maximum harmonic input tolerated for successful operation	%
9	Nominal output voltage	Volts
10	Steady state output voltage regulation	Volts
11	Dynamic output voltage regulation:	
(a)	Step load of 25% between 10% and 100% of full load	%
(b)	150% overload for 1 sec	%
(c)	Input voltage step variation of $\pm 15\%$	%





12.	Time for voltage recovery to steady state:	
(a)	25% step load	ms
(b)	100% step load	ms
(c)	150% step load for 1 sec and then returned to 100%	ms
13.	Relative output phase angles at 100% unbalanced load (in degrees)	Degrees
14.	Maximum harmonic content of output voltage	%
15.	Overload capacity	
(a)	One hour	%
(b)	One minute	%
(c)	Ten seconds	%
(d)	One second	%
(e)	Five msec	%
(f)	One msec	%
16.	Total input required with batteries charged for rated full load	KVA
17.	Total input required at full load and battery discharged	KVA
18.	Allowable temperature rise across equipment at input air temperature of:	



(a)	25 °C		°C
(b)	30 °C		°C
(c)	32 °C		°C
(d)	35 °C		°C
(e)	40 °C		°C
19.	Heat dissipation under normal full load Running conditions:		
(a)	Converter		KW
(b)	Battery		KW
20.	Efficiency of the complete UPS system	<u>1.0p.f.</u>	<u>0.8p.f</u>
(a)	Full load	%	%
(b)	80% load	%	%
(c)	75% load	%	%
(d)	65% load	%	%
(e)	50% load	%	%
(f)	40% load	%	%
21.	R.M.S. value of the A.C. <u>current</u> component through the batteries for:		
(a)	Discharged battery		Amp



(b)	Charged battery	Amp
22.	R.M.S. value of the A.C. <b>voltage</b> component through the batteries for:	
(a)	Discharged battery	Volts
(b)	Charged battery	Volts
23.	Total number of cubicles	
24.	Total floor space required	m <sup>2</sup>
25.	Dimensions of cubicle in mm	W
		H
		L

## 2. BATTERY CHARGER

1.	Type	
2.	Output voltage for trickle charge	Volts
3.	Steady state regulation of output voltage trickle to full load	± %
4.	Output voltage for input voltage fluctuation	
(a)	± 10%	%
(b)	± 15%	%
5.	Ripple content (%)	%



6.	Current limit value	Amp
7.	Input voltage at which battery charger switches off	
(a)	Maximum	Volts
(b)	Minimum	Volts
8.	Maximum switch on inrush current	Ampere
9.	Battery charger overload protection (type)	
10.	Efficiency	%
11.	How is the effect of harmonics on input voltage minimised ?	

### 3. OSCILLATOR

1.	Type of oscillator (RC, crystal, etc.)	
2.	Stability:	
(a)	With oscillator supply fluctuation	± %
(b)	Temperature variation	± °C
(c)	Number of power supplies in parallel redundancy	
3.	Number of batteries from which oscillator is fed	
4.	Minimum time synchronise to mains frequency	sec



**4. INVERTER**

1.	Maximum continuous power output (kVA)	KVA
2.	Nominal output voltage	Volts
3.	Maximum harmonic content	%
4.	Nominal input voltage:	
(a)	Maximum	Volts
(b)	Nominal	Volts
(c)	Minimum	Volts
5.	Input current at full load	Ampere
6.	Input power factor at full load	Lagging
7.	Efficiency at full load	%
8.	Overload protection	

**5. STATIC SWITCH**

	Does switch comply to clause 3.2.2.12	
1.	Describe electronic switch	
2.	Minimum power factor at which switches will operate satisfactorily	
3.	How does switch derive operating signal?	
4.	Maximum break time for switchover	ms

**6. BATTERIES**

1.	Manufacturer	
2.	Country of origin	
3.	Type	
4.	Type No	
5.	Total number of cells	
6.	Number of cells per inverter	
7.	Battery voltage (float conditions)	Volts
8.	Battery voltage (Boost charge)	Volts
9.	Capacity (rated for time required)	Ah at



		Hrs
10.	Battery time offered under load conditions specified in Clause 2.17 Part 2) and (Clause 3.2.2.5 (Part 3)	Minutes
11.	Maximum output current	Ampere
12.	Cell voltage under float conditions	Volts
13.	Cell conditions under boost conditions	Volts
14.	Cell voltage at start of discharge and full inverter load	Volts
15.	Cell voltage at end of discharge period	Volts
16.	Expected lifetime of batteries	Years
17.	Time to charge to 90% capacity	Hrs
18.	Total time to charge to 100% capacity	Hrs
19.	Material of supporting framework	
20.	Finish of framework	
21.	Dimensions of each cell	W
		H
		L
22.	Design of positive plate of cell	
23.	Rating of fused isolator	Ampere
24.	Cell configuration	

**7. SYSTEMS ABOVE 200kVA**

1.	No of shelves	
2.	No of rows/shelves	
3.	No of tiers/shelves	
4.	Shelf length	
5.	Shelf height (incl. Batteries)	

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**SCHEDULE OF WORK AND PRICES**

	Description	Quantity	Unit	Unit price	Amount

  

Received _____ Opened on _____ Witness: _____ — Witness: _____ —	<b>GROSS TOTAL</b> R _____
	<b>14% V.A.T.</b> R _____
	<b>AMOUNT DUE</b> R _____

## Section 3

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

**A Supplier shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.**

#### 1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods or services specified in the Order [collectively, the **Products**] from the person to whom the Order is addressed [**the Supplier**]. Transnet does not accept any other conditions which the Supplier may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

#### 2 CONFORMITY WITH ORDER

Products shall conform strictly with the Order. The Supplier shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier warrants that the Products shall be fit for their purpose and of satisfactory quality.

#### 3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's obligations under the Order.
- 3.2 The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.
- 3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

#### **4 PRICE AND PAYMENT**

- 4.1 Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

#### **5 PROPRIETARY RIGHTS LIABILITY**

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

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

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

#### **6 PROPRIETARY INFORMATION**

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

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

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

## **8 PUBLICITY**

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

## **9 AFTER SALES SERVICE**

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

## **10 TERMINATION OF ORDER**

- 10.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier when such work on the Order shall stop.
- 10.2 Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated.
- 10.3 In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 10.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

## **11 ACCESS**

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure



that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

## **12 WARRANTY**

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Products in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

## **13 INSOLVENCY**

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

## **14 ASSIGNMENT**

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

## **15 NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

## **16 LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

## **17 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

## **18 COUNTERPARTS**

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

"PREVIEW COPY ONLY"

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

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

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

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

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

PHYSICAL ADDRESS:

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

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

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

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

**Section 4****VENDOR APPLICATION FORM**

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

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [with bank stamp]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** 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 [✓]	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		
<hr/>			
Physical Address	Code		
Contact person			



Designation

Telephone

Email

Annual turnover range [last financial year]      &lt; R5 m      R5 - 35 m      &gt; 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	

## ONCE OFF

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

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

#### 1. INTRODUCTION

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

#### 2. GENERAL DEFINITIONS

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

and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

- 4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

*Note: Refer to Section 1 of the RFP document for further information in terms of B-BBEE ratings.*

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.4 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.8 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

4.9



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

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

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

**5.2 Subcontracting:**

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

If YES, indicate:

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

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

(i) Name of Company/Firm.....

(ii) VAT registration number.....

(iii) Company registration number.....

(iv) Type of Company / Firm

☐ Partnership/Joint Venture/Consortium

☐ One person business/sole propriety

☐ Close Corporations

☐ Company (Pty) Ltd

[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

.....

.....

.....

(vi) Company Classification

☐ Manufacturer

☐ Supplier

☐ Professional Service Provider

☐ Other Service Providers, e.g Transporter, etc

[TICK APPLICABLE BOX]

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

## BID DECLARATION

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

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

## WITNESSES:

1.

.....

2.

.....

SIGNATURE OF BIDDER

DATE:

COMPANY NAME: .....

ADDRESS: .....

.....

.....

**Appendix (i)****GENERAL BID CONDITIONS - SERVICES****[February 2013]****TABLE OF CONTENTS**

• 1	<u>DEFINITIONS</u> .....	49
• 2	<u>GENERAL</u> .....	49
• 3	<u>SUBMISSION OF BID DOCUMENTS</u> .....	49
• 4	<u>USE OF BID FORMS</u> .....	49
• 5	<u>BID FEES</u> .....	50
• 6	<u>VALIDITY PERIOD</u> .....	50
• 7	<u>SITE VISIT / BRIEFING SESSION</u> .....	50
• 8	<u>CLARIFICATION BEFORE THE CLOSING DATE</u> .....	50
• 9	<u>COMMUNICATION AFTER THE CLOSING DATE</u> .....	50
• 10	<u>UNAUTHORISED COMMUNICATION ABOUT BIDS</u> .....	50
• 11	<u>RETURNABLE DOCUMENTS</u> .....	51
• 12	<u>DEFAULTS BY RESPONDENTS</u> .....	51
• 13	<u>CURRENCY</u> .....	52
• 14	<u>PRICES SUBJECT TO CONFIRMATION</u> .....	52
• 15	<u>ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES</u> .....	52
• 16	<u>EXCHANGE AND REMITTANCE</u> .....	52
• 17	<u>ACCEPTANCE OF BID</u> .....	53
• 18	<u>NOTICE TO UNSUCCESSFUL RESPONDENTS</u> .....	53
• 19	<u>TERMS AND CONDITIONS OF CONTRACT</u> .....	53
• 20	<u>CONTRACT DOCUMENTS</u> .....	53
• 21	<u>LAW GOVERNING CONTRACT</u> .....	54
• 22	<u>IDENTIFICATION</u> .....	54
• 23	<u>CONTRACTUAL SECURITIES</u> .....	54
• 24	<u>DELETION OF ITEMS TO BE EXCLUDED FROM BID</u> .....	54
• 25	<u>VALUE-ADDED TAX</u> .....	54
• 26	<u>IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT</u> .....	55
• 27	<u>DELIVERY REQUIREMENTS</u> .....	55
• 28	<u>SPECIFICATIONS AND COPYRIGHT</u> .....	56
• 29	<u>BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS</u> .....	56
• 30	<u>CONFLICT WITH BID DOCUMENT</u> .....	57



### 1) DEFINITIONS

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

- a) **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- b) **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- c) **Day** shall mean any day other than a Saturday, Sunday or public holiday;
- d) **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- e) **RFP** shall mean Request for Proposal;
- f) **RFQ** shall mean Request for Quotation;
- g) **RFX** shall mean RFP or RFQ, as the case may be;
- h) **Services** shall mean the services required by Transnet as specified in its Bid Document;
- i) **Service Provider** shall mean the successful Respondent;
- j) **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- k) **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- l) **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

### 2) GENERAL

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

### 3) SUBMISSION OF BID DOCUMENTS

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

### 4) USE OF BID FORMS

- a) Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- b) Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.



- c) Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

## **5) BID FEES**

- a) A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- b) Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

## **6) VALIDITY PERIOD**

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

## **7) SITE VISIT / BRIEFING SESSION**

Respondents may be requested to attend (i) a site visit where it is considered necessary to view the site prior to the preparation of Bids, or (ii) an RFX briefing session when Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

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

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

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

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Secretary of the relevant Acquisition Council.

## **10) UNAUTHORISED COMMUNICATION ABOUT BIDS**

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

- x) has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;

then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause c) below, be disqualified from bidding for any Transnet business through its "blacklisting" process.

- c) Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.
- d) Any disqualification [**Blacklisting**] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different names of disqualified persons or enterprise or company [or associates thereof] and may also be applied to any agent or employee of the person or enterprise or company concerned.

### 13) CURRENCY

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

### 14) PRICES SUBJECT TO CONFIRMATION

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

### 15) ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

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

### 16) EXCHANGE AND REMITTANCE

- a) The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- b) It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- c) The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- d) The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.

- e) Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.

16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

#### **17) ACCEPTANCE OF BID**

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

#### **18) NOTICE TO UNSUCCESSFUL RESPONDENTS**

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

#### **19) TERMS AND CONDITIONS OF CONTRACT**

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

#### **20) CONTRACT DOCUMENTS**

- a) The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- b) The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- c) Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Intent, shall constitute a binding contract until the final contract is signed.





## 21) LAW GOVERNING CONTRACT

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

## 22) IDENTIFICATION

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

## 23) CONTRACTUAL SECURITIES

- a) The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- b) The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- c) Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- d) The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] Days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- e) Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 23) will be for the account of the Service Provider.

## 24) DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it does not wish to tender.

## 25) VALUE-ADDED TAX

- a) In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- b) In respect of foreign Services rendered:
  - i) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and



- ii) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.



## 26) IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

### a) Method of Payment

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

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 23) above [*Contractual Securities*].

### b) Conditional Discount

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

## 27) DELIVERY REQUIREMENTS

### a) Period Contracts

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

### b) Progress Reports

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

### c) Emergency Demands as and when required

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform*

Transnet Request for Quotation No CRAC-JHB-11426  
the *Scope of Services* section in the Terms and Conditions of Contract will not be applicable in these circumstances.



## 28) SPECIFICATIONS AND COPYRIGHT

### a) Specifications

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

### b) Copyright

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

## 29) BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

- a) Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- b) In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- c) When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- d) South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
  - i) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - ii) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - iii) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - iv) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

- e) If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- i) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - ii) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

### 30) CONFLICT WITH BID DOCUMENT

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

oooo0000ooo

### NON-DISCLOSURE AGREEMENT

entered into by and between

#### TRANSNET SOC LTD

Registration Number 1990/000900/30

And

\_\_\_\_\_

Registration Number \_\_\_\_\_

**RFQ Number: CRAC-JHB-11426**

### TABLE OF CONTENTS

<u>1</u>	<u>INTERPRETATION</u> .....	59
<u>2</u>	<u>CONFIDENTIAL INFORMATION</u> .....	60
<u>3</u>	<u>RECORDS AND RETURN OF INFORMATION</u> .....	61

4	<u>ANNOUNCEMENTS</u> .....	61
5	<u>DURATION</u> .....	61
6	<u>PRINCIPAL</u> .....	61
7	<u>ADEQUACY OF DAMAGES</u> .....	62
8	<u>PRIVACY AND DATA PROTECTION</u> .....	62
9	<u>GENERAL</u> .....	62

"PREVIEW COPY ONLY"



**THIS AGREEMENT is made between**

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

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

**and**

\_\_\_\_\_ **[the Company]** [Registration No \_\_\_\_\_]

whose registered office is at \_\_\_\_\_

**WHEREAS**

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

**IT IS HEREBY AGREED**

**19 INTERPRETATION**

In this Agreement:

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

- b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
  - c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 19.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 19.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 20 CONFIDENTIAL INFORMATION

- 20.1 All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 20.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 20.3 Notwithstanding clause 20.1 above, the Receiving Party may disclose Confidential Information:
- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 20.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 20.4 below.
- 20.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 20.3b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of

the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution

20.5 of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

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

## **21 RECORDS AND RETURN OF INFORMATION**

21.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

21.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

21.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet:

- a) return all written Confidential Information (including all copies); and
- b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

21.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 21.3b) above.

## **22 ANNOUNCEMENTS**

22.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.

22.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

## **23 DURATION**

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

## **24 PRINCIPAL**

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

## **25 ADEQUACY OF DAMAGES**

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

## **26 PRIVACY AND DATA PROTECTION**

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

## **27 GENERAL**

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

This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African court

## ANNEXURE 1

### **SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

#### **1. General**

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

#### **2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
  - (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;



- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
  - (a)
  - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 **"competent person"** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **"contractor"** means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 **"fall protection plan"** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **"health and safety file"** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **"Health and Safety Plan "** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **"Risk Assessment"** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **"the Act"** means the Occupational Health and Safety Act No. 85 of 1993.

### 3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
  - (b) includes the use of explosives to perform construction work; or
  - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (d) includes excavation work deeper than 1m; or
  - (e) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of

this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.

3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.

3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary.

The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.

3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.

3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

#### **4. Special Permits**

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

#### **5. Health and Safety Programme**

5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -

- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction

Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.4The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

5.5The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.

5.6The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.

5.7The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

## **6. Fall Protection Plan**

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks 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;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
  - (b) the procedures and methods to address all the identified risks per location;
  - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
  - (d) the training of employees working from elevated positions; and
  - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

## **7. Hazards and Potential Hazardous Situations**

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

## **8. Health and Safety File**

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.



**ANNEXURE 2**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3(1) of the Construction Regulations**

**NOTIFICATION OF CONSTRUCTION WORK**

1(a) Name and postal address of principal contractor:

\_\_\_\_\_

(b) Name and tel. no of principal contractor's contact person:

\_\_\_\_\_

2. Principal contractor's compensation registration number: \_\_\_\_\_

3.(a) Name and postal address of client:

\_\_\_\_\_

(b) Name and tel no of client's contact person or agent:

\_\_\_\_\_

4.(a) Name and postal address of designer(s) for the project:

\_\_\_\_\_

(b) Name and tel. no of designer(s) contact person:

\_\_\_\_\_

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

\_\_\_\_\_

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

\_\_\_\_\_

7. Exact physical address of the construction site or site office:

\_\_\_\_\_

8. Nature of the construction work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Expected commencement date: \_\_\_\_\_

10. Expected completion date: \_\_\_\_\_

11. Estimated maximum number of persons on the construction site: \_\_\_\_\_

12. Planned number of contractors on the construction site accountable to the principle contractor:  
\_\_\_\_\_

13. Name(s) of contractors already chosen.

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

\_\_\_\_\_

**Principal Contractor**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Client**

\_\_\_\_\_

**Date**

\* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR  
**PRIOR TO COMMENCEMENT** OF WORK ON SITE.

\* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF  
ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE  
COMMENCEMENT OF WORK.

"PREVIEW COPY ONLY"

**ANNEXURE 3**  
**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :**

**SECTION/REGULATION:** \_\_\_\_\_

**REQUIRED COMPETENCY:** \_\_\_\_\_

In terms of \_\_\_\_\_

I, \_\_\_\_\_

representing the Employer) do hereby appoint \_\_\_\_\_

As the Competent Person on the premises  
at \_\_\_\_\_

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

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

**Date :** \_\_\_\_\_

**Signature :-** \_\_\_\_\_

**Designation :-** \_\_\_\_\_

**ACCEPTANCE OF DESIGNATION**

***I, \_\_\_\_\_ do hereby accept this Designation and  
acknowledge that I  
understand the requirements of this appointment.***

**Date :** \_\_\_\_\_

**Signature :-** \_\_\_\_\_

**Designation :-** \_\_\_\_\_

**ANNEXURE 4**

**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)**

**DECLARATION**

In terms of the above Act I, \_\_\_\_\_ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

**Signature :-** \_\_\_\_\_

**Date :** \_\_\_\_\_

"PREVIEW COPY ONLY"



**ANNEXURE 5**

**(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)**

**SITE ACCESS CERTIFICATE**

Access to : \_\_\_\_\_ (Area)

Name of Contractor/Builder

:-

Contract/Order No.: \_\_\_\_\_

The contract works site/area described above are made available to you for the carrying out of associated works

In terms of your contract/order with

(company) \_\_\_\_\_

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

**Signed :** \_\_\_\_\_

**TECHNICAL OFFICER**

**Date :** \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT**

**Name of  
Contractor/Builder :-** \_\_\_\_\_

***do hereby acknowledge and accept the duties and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993.***

**Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

**Signature :** \_\_\_\_\_

**Date :** \_\_\_\_\_

**Tenderer SHE Management System Questionnaire**

This questionnaire is part of the 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 SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

**TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
<b>Tenderer SHE Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. SHE Policy and Management</b>		
- <b>Is there a written company SHE policy?</b>		
- If yes provide a copy of the policy (ANNEXURE #)		
- <b>Does the company have an SHE Management system e.g NOSA, OHSAS, IRCA System etc</b>		
- If yes provide details		
- <b>Is there a company SHE Management System, procedures manual or plan?</b>		
- If yes provide a copy of the content page(s)		
- <b>Are the SHE responsibilities clearly identified for all levels of Management and employees?</b>		
- 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 SHE incident register?</b>		
- If yes provide a copy		
- <b>Are Risk Assessments conducted and appropriate techniques used?</b>		
- If yes provide details		

<b>3. SHE Training</b>		
<b>Describe briefly how health and safety training is conducted in your company:</b>		
<b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b> - If yes provide examples of safety training records		
<b>4. SHE Workplace Inspection</b>		
<b>- Are regular health and safety inspections at worksites undertaken?</b> -If yes provide details		
<b>- Is there a procedure by which employees can report hazards at workplaces?</b> - If yes provide details		
<b>5. SHE Consultation</b>		
<b>- Is there a workplace SHE committee?</b>		
<b>- Are employees involved in decision making over SHE matters?</b> - If yes provide details		
<b>- Are there appointed SHE representatives?</b> - Comments		
<b>6. SHE Performance Monitoring</b>		
<b>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b> - If yes provide details		
<b>- Are employees regularly provided with information on company health and safety performance?</b> - If yes provide details		
<b>Is company registered with workmen's compensation and up to date?</b> - If yes provide proof of letter of good standing		
<b>- Has the company been fined or convicted of an occupational health and safety offence?</b> - If yes provide details		

### Safety Performance Report

#### Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

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

=====

Signed  
(Tenderer)