

REQUEST FOR QUOTATION [RFQ] No CRAC-VEG-12723

TRANSNET



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-VEG-12723

FOR THE PROVISION OF: SUPPLY AND INSTALL OF SURGE ARRESTORS AT SASOLBURG, VEREENIGING, HENLEY ON KLIP, KLIPRIVIER, ANGUS AND JUPITOR SUBSTATIONS.

FOR DELIVERY TO : SASOLBURG, VEREENIGING, HENLEY ON KLIP, KLIPRIVIER, ANGUS AND JUPITOR SUBSTATIONS

ISSUE DATE : 05 DECEMBER 2013

CLOSING DATE : 17 DECEMBER 2013

CLOSING TIME : 10:00

OPTION DATE : 17 MARCH 2014

ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY IN ONE ENVELOPE IT MUST BE INSCRIBED ON THE OUTSIDE WITH THE TENDER NUMBER AND THE CLOSING DATE.



Section 1

RFQ NUMBER CRAC-VEG-12723

PROVISION OF: SUPPLY AND INSTALL OF SURGE ARRESTORS.

NOTICE TO BIDDERS

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

METHOD: [By hand or courier]
CLOSING VENUE: The Secretary, Transnet Freight Rail, Acquisition Council, and Tender Box on the Ground floor, Inyanda House 1, 21 Wellington Road, and 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" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

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

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of 60%
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply **90/10** preference point system prescribed in the PPPFA.

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



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

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

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

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

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

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

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

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

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

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

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

Transnet will accordingly allocate a maximum of **10 [ten] points** in accordance with the **90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].

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

3 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Engedzani Mundalamo
Telephone: 011 584 0782
Email: Engedzani.Mundalamo@transnet.net

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:



Telephone 011 544 9486

Email prudence.nkabinde@transnet.net

Documents are free of charge.

TAX CLEARANCE

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

4 VAT Registration

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

5 Legal Compliance

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

6 Changes to Quotations

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

7 Pricing

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

8 Prices Subject to Confirmation

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

9 Negotiations

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

10 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.

11 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or



- make no award at all.

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

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

12 Evaluation Criteria

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

Administrative responsiveness - Completeness of response and returnable documents

Phase 1: Functionality (Mandatory)

- Compliance to specification- Clause by clause statement
- Capacity/Resources, proof of qualifications in related field, electrical
- Risk/Safety Plan
- Delivery Period

Bidders must obtain minimum threshold of 70% on functionality in order for them to go for Pricing and BEE Stage (Phase 2). Bidders who fail to obtain 70% will automatically disqualified.

Phase 2: COMMERCIAL (90/10 in respect of price and preference claimed points)

Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

B-BBEE status of company

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

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



B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

13 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.
This RFQ is valid until **17 MARCH 2014**.

14 Banking Details

BANK: _____
BRANCH NAME / CODE: _____
ACCOUNT HOLDER: _____
ACCOUNT NUMBER: _____

15 Company Registration

Registration number of company / C.C. _____
Registered name of company / C.C. _____

16 Disclosure of Prices Quoted

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

YES NO

17 Returnable Documents

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

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

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

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



Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	

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

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

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMES] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- Valid letter of good standing issued by compensation commissioner	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	



Returnable Documents	Submitted [Yes or No]
ANNEXURE A – B-BBEE Preference Points Claim Form	

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

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Section 2

RFQ NUMBER CRAC-VEG-12723

PROVISION OF: SUPPLY AND INSTALL OF SURGE ARRESTORS.

QUOTATION FORM

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

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

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

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Price Schedule

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

Price List						
Item	Description	Unit	Qty	Rate	Price	
Vereeniging 3kV Substation.						
1	Supply and Install 3phase 22kV metal oxide surge arrestors.	set	6			
2	Supply and Install lightning arrester galvanised steel structures.	set	2			
3	Excavate and cast foundations for the steel structures.	sum	1			
4	Supply and install PVC cables from arrestors to the earth mat- AC/EL.	sum	1			
5	Supply and connect jumpers.	sum	1			
6	P's and G's (Labour, site establishment, transport, civil works, etc.)	sum	1			
7	Installation, Testing and commissioning	sum	1			
A	Total =			R		
B	Gross Total (A plus 14% VAT) =			R		
C	Delivery Period=					



Price List						
Item	Description	Unit	Qty	Rate	Price	
Sasolburg 3kV & 6.6kV						
1	Supply and Install 3phase 88kv metal oxide surge arrestors.	set	9			
2	Supply and Install lightning arrester galvanised steel structures.	set	2			
3	Excavate and cast foundations for the steel structures.	sum	1			
4	Supply and install PVC cables from arrestors to the earth mat- AC/EL.	sum	1			
5	Supply and connect jumpers.	sum	1			
6	P's and G's (Labour, site establishment, transport, civil works, etc.)	sum	1			
7	Installation, Testing and commissioning	sum	1			
A				Total =	R	
B				Gross Total (A plus 14% VAT) =	R	
C				Delivery Period=		

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Price List					
Item	Description	Unit	Qty	Rate	Price
Henley on Klip 3kV Substation					
1	Supply and Install 3phase 88kv metal oxide surge arrestors.	set	6		
2	Supply and Install lightning arrester galvanised steel structures.	set	2		
3	Excavate and cast foundations for the steel structures.	sum	1		
4	Supply and install PVC cables from arrestors to the earth mat- AC/EL.	sum	1		
5	Supply and connect jumpers.	sum	1		
6	P's and G's (Labour, site establishment, transport, civil works, etc.)	sum	1		
7	Installation, Testing and commissioning	sum	1		
A	Total =			R	
B	Gross Total (A plus 14% VAT) =			R	
C	Delivery Period=				

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Price List					
Item	Description	Unit	Qty	Rate	Price
Angus 3kV Substation					
1	Supply and Install 3phase 88kv metal oxide surge arrestors.	set	6		
2	Supply and Install lightning arrester galvanised steel structures.	set	2		
3	Excavate and cast foundations for the steel structures.	sum	1		
4	Supply and install PVC cables from arrestors to the earth mat- AC/EL.	sum	1		
5	Supply and connect jumpers.	sum	1		
6	P's and G's (Labour, site establishment, transport, civil works, etc.)	sum	1		
7	Installation, Testing and commissioning	sum	1		
A	Total =			R	
B	Gross Total (A plus 14% VAT) =			R	
C	Delivery Period=				

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Price List					
Item	Description	Unit	Qty	Rate	Price
	Kliprivier 3kV Substation				
1	Supply and Install 3phase 88kv metal oxide surge arrestors.	set	3		
2	Supply and Install lightning arrester galvanised steel structures.	set	1		
3	Excavate and cast foundations for the steel structures.	sum	1		
4	Supply and install PVC cables from arrestors to the earth mat- AC/EL.	sum	1		
5	Supply and connect jumpers.	sum	1		
6	P's and G's (Labour, site establishment, transport, civil works, etc.)	sum	1		
7	Installation, Testing and commissioning	sum	1		
A	Total =			R	
B	Gross Total (A plus 14% VAT) =			R	
C	Delivery Period=				

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Price List					
Item	Description	Unit	Qty	Rate	Price
Jupitor 3kV Substation					
1	Supply and Install 3phase 22kV metal oxide surge arrestors.	set	3		
2	Supply and Install lightning arrester galvanised steel structures.	set	2		
3	Excavate and cast foundations for the steel structures.	sum	1		
4	Supply and install PVC cables from arrestors to the earth mat- AC/EL.	sum	1		
5	Supply and connect jumpers.	sum	1		
6	P's and G's (Labour, site establishment, transport, civil works, etc.)	sum	1		
7	Installation, Testing and commissioning	sum	1		
A	Total =			R	
B	Gross Total (A plus 14% VAT) =			R	
C	Delivery Period=				

Notes to Pricing:

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



Section 3

RFQ NUMBER CRAC-VEG-12723

PROVISION OF: SUPPLY AND INSTALL OF SURGE ARRESTORS

**Project specification: SUPPLY
AND INSTALL SURGE
ARRESTORS.**

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- 1.1 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
- 1.2 The Contractor shall ensure that a safety representative is at site at all times.
- 1.3 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.4 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
 - 1.4.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
 - 1.4.2 The Occupational Health and Safety Act (Act 85 of 1993).
 - 1.4.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
 - 1.4.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
 - 1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.5 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.6 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.7 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.
- 1.8 A penalty charge of 0.15% of the contract value per day will be levied for late completion.
- 1.9 10% retention money will be retained and will be released 12 months after the completion date of the contract.
- 1.10 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-



- availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Supervisor in writing.
- 1.11 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.
- 1.12 Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.
- 1.13 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.14 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd party suppliers/Manufacturers.
- 1.15 The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.16 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

2.0 TENDERING PROCEDURE

- 2.1 An addendum reflecting changes to the project specification and 'Bill of Quantities' shall be forwarded to Contractors after the site meeting and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.2 Contractors shall duly fill in the attached 'Bill of Quantities'. The prices shall be fixed for the duration of the contract (12 months) and no escalation will be allowed. Items not reflected in the 'Bill of Quantities', but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for accordingly.
- 2.3 Contractors shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 2.4 During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 2.5 Contractors shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.
- 2.6 Contractors shall motivate a statement of non-compliance.
- 2.7 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. This chart shall be submitted to the Project Manager or Supervisor within 14 days after the award of the contract has been made to the successful Contractor.
- 2.8 Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.



- 2.9 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 2.10 During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 2.11 Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.

The Contractor's Offer

The Contractor is

Name

Address

Telephone Fax No.

E-mail

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

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

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

The offered total of the Prices is

Signed on behalf of the Contractor

Name

Position

Signature Date



The Employer's Acceptance

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

Signed on behalf of the Employer

Name
Position
Signature Date

Works Information

3.0 Description of work

- 3.1 This project specification covers Transnet Freight Rail requirements for the supply, delivery and installation of outdoor, three phases metal oxide surge arrestors with galvanised steel structures in accordance to specification BBC 0198 for the depot Engineer Vereeniging.
- 3.2 The lightning arrestors shall be connected between each phase of the high voltage supply and substation main earth electrode/earth mat.
- 3.3 Transnet Freight Rail representative shall inspect all lightning arrestors on the contractor's premises prior to delivery on site.
- 3.4 The contractor shall supply his/her own security for the duration of the contract.
- 3.5 The contractor shall supply all material needed to complete the work, which shall be according to drawings and specification.

4.0 INSTALLATION

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



5.0 DRAWINGS, INSTRUCTION MANUALS AND SPARE PART CATALOGUES

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

6.0 SITE TESTS

- 6.1 The equipment shall be inspected/tested and approved by Transnet Freight Rail Quality Assurance at the Contractor's workshop prior to it being taken to site. Only once the approval has been granted can the equipment be taken to site for installation.
- 6.2 The Contractor shall be responsible for carrying out on-site tests and commissioning of all equipment supplied and installed in terms of this specification and the contractual agreement.
- 6.3 Functional on-site tests shall be conducted on all items of equipment and circuitry to prove the proper functioning and installation thereof.
- 6.4 The Contractor shall submit a detailed list of on-site tests for the approval of the Project Manager or Supervisor.
- 6.5 The Contractor shall arrange for the Supervisor or his representative to be present to witness the on-site tests.
- 6.6 The on-site tests and subsequent commissioning **will not commence until ALL CONSTRUCTION** work has been completed. Construction staff, material and equipment shall be removed from site prior to the commencement of testing. Testing and commissioning of the power plants equipment will not be allowed to take place in a construction site environment.
- 6.7
The on-site tests shall include the following:
 - 6.7.1 Test for the functionality of all electrical circuitry.
 - 6.7.2 Trip tests on relays.
 - 6.7.3 Test on equipment as per manufacturer's instructions.
 - 6.7.4 Insulation tests.
- 6.8 At the completion of the on-site tests, the Project Manager or Supervisor or his representative shall either sign the tests sheets (supplied by the Contractor)



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

- 6.9 Upon rectification of defects, the Contractor shall arrange for the Project Manager or Supervisor or his representative to certify satisfactory completion of on-site tests.
- 6.10 Acceptance by the Project Manager or Supervisor of satisfactory completion of on-site tests in no way relieves the Contractor of his obligation to rectify defects which may have been overlooked or become evident at a later stage.

7.0 COMMISSIONING OF EQUIPMENT

- 7.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.
- 7.2 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 7.3 The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period.
- 7.4 It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 7.5 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

8.0 GUARANTEE AND DEFECTS

- 8.1 The Contractor shall guarantee the satisfactory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.
- 8.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 8.3 The guarantee period for the installed equipment shall expire after: a period of 12 months commencing on the date on which the equipment is tested and commissioned; and the site is handed over to Transnet Freight Rail.
- 8.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.
- 8.5 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.
- 8.6 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 8.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be



fully rectified to the satisfaction of the Project Manager or Supervisor and at the cost of the Contractor.

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

9.0 QUALITY AND INSPECTION

- 9.1 Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful Contractor.
- 9.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.
- 9.3 The Contractor shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place.
- 9.4 The Contractor shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place.

Works Information

10.0 Specifications

10.1 South African National Standards:

- 10.1.1 SANS 1019 Standard voltages, currents and insulating levels for Electrical supply.

10.2 Transnet Freight Rail:

- a. BBB 3620 version 4 3kV DC earthing arrangement – Traction Substation.
- b. BBB 5452 version 2 Transnet freight rail requirements for installation of electrical equipment for 3 kV DC substations.
- c. CEE-TBD-0007 Earthing arrangement for traction substations.
- d. BBC 0198 version 1 Specifications for the supply of cables.



- e. CEE.0023.90 Specifications for installation of cables.
- f. CEE.0045.2002/1 Painting of steel Components of Electrical
 - i. Equipment.
- g. CEE.0183.2002 Hot dip galvanising and painting of electrical
 - i. Equipment.
- h. CEE.0224.2002 Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract.
- i. BBB 0845 Requirements for metal oxide surge arrestors without gaps for AC systems in accordance with SANS 60099-4
- j. CEE.0012.2002 Method of tendering

NOTE: Any other specifications referenced in the above mentioned specification, will be for information purposes and may be provided on request.

10.3 Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)

11.0 Constraints on how the Contractor Provides the Works

11.1 The constraints shall be as specified in the specifications of the particular equipment.

12.0 Services and other things provided by the Employer

- 12.1 Transnet Freight Rail shall inspect all equipment before the equipment can be dispatched to site.
- 12.2 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 12.3 Upon successful completion of the works to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform necessary protection tests and commission the equipment.

N.B OTHER SPECIFICATIONS AND DRAWINGS ARE ATTACHED AS ANNEXURE A



SEE THE FOLLOWING SPECIFICATIONS AND DRAWINGS ATTACHED AS ANNEXURE A THAT BIDDERS HAVE TO COMPLY WITH ON A CLAUSE BY CLAUSE STATEMENT. FAILURE TO COMPLY WITH THESE SPECIFICATIONS WILL RESULT THE BIDDER/S SCORING 0 ON THE POINTS ALLOCATED TO COMPLY WITH SPECIFICATIONS.

1. BBB 0939
2. BBB 3059
3. BBB 0845
4. BBB 0938 (DRAWINGS)
5. CEE-TBD-7 (DRAWINGS)

ATTACHED AS ANNEXURE A

"PREVIEW COPY ONLY"



Section 4

RFQ NUMBER CRAC-VEG-12723

PROVISION OF SUPPLY AND INSTALL OF SURGE ARRESTERS

VENDOR APPLICATION FORM

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

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

Vendor Application Form

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

REQUEST FOR QUOTATION [RFQ] No CRAC-VEG-12723

TRANSNET



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

Complete B-BBEE Ownership Details:

% Black ownership	% Black women ownership	% Disabled Black ownership			
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	



Section 5

RFQ NUMBER CRAC-VEG-12723

PROVISION OF SUPPLY AND INSTALL OF SURGE ARRESTERS

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.

C) 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.

D) DELIVERY AND TITLE

- a. 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.
- b. 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.
- c. 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.
- d. 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.



E) PRICE AND PAYMENT

- a. 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.
- b. 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.

F) 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

procure for Transnet the right to continue using the infringing Products; or

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.

G) 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.



H) 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.

I) 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.

J) 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.

K) TERMINATION OF ORDER

- a. 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.
- b. 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.
- c. 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.
- d. 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.

L) 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.



M) 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.

N) 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 writing 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.

O) 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.

P) 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.

Q) 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.

R) 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 f), g), h), i) and m). 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.



S) 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"

REQUEST FOR QUOTATION [RFQ] No CRAC-VEG-12723

TRANSNET



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 6

RFQ NUMBER CRAC-VEG-12723

PROVISION OF SUPPLY AND INSTALL OF SURGE ARRESTERS

NON-DISCLOSURE AGREEMENT

entered into by and between

TRANSNET SOC LTD

Registration Number 1990/000900/30

and

Registration Number _____

"PREVIEW COPY ONLY"

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THIS AGREEMENT is made between

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

whose registered office is at 49th 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

1. INTERPRETATION

In this Agreement:

1.1 Agents mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 Bid or Bid Document means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;

1.3 Confidential Information means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or
- b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than



the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

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

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

2. CONFIDENTIAL INFORMATION

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

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

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

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

to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 0 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

2.5 any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

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



3. RECORDS AND RETURN OF INFORMATION

- 3.1** The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2** The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3** The Company shall, within 7 (seven) days of receipt of a written demand from Transnet: return all written Confidential Information (including all copies); and expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4** The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 0 above.

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1** The Receiving Party undertakes to comply with South Africa's general privacy protection in terms 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.
- 8.2** The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.



9. GENERAL

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

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Section 7

RFQ NUMBER CRAC-VEG-12723

PROVISION OF SUPPLY AND INSTALL OF SURGE ARRESTERS

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

- 2.11 and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12 **"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;
- 2.13 **"non-firm prices"** means all prices other than "firm" prices;
- 2.14 **"person"** includes reference to a juristic person;
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the 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	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
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.



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

.....

.....

.....

.....

REQUEST FOR QUOTATION [RFQ] No CRAC-VEG-12723

TRANSNET



(vi) Company Classification

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g Transporter, etc

[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business

"PREVIEW COPY ONLY"



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.

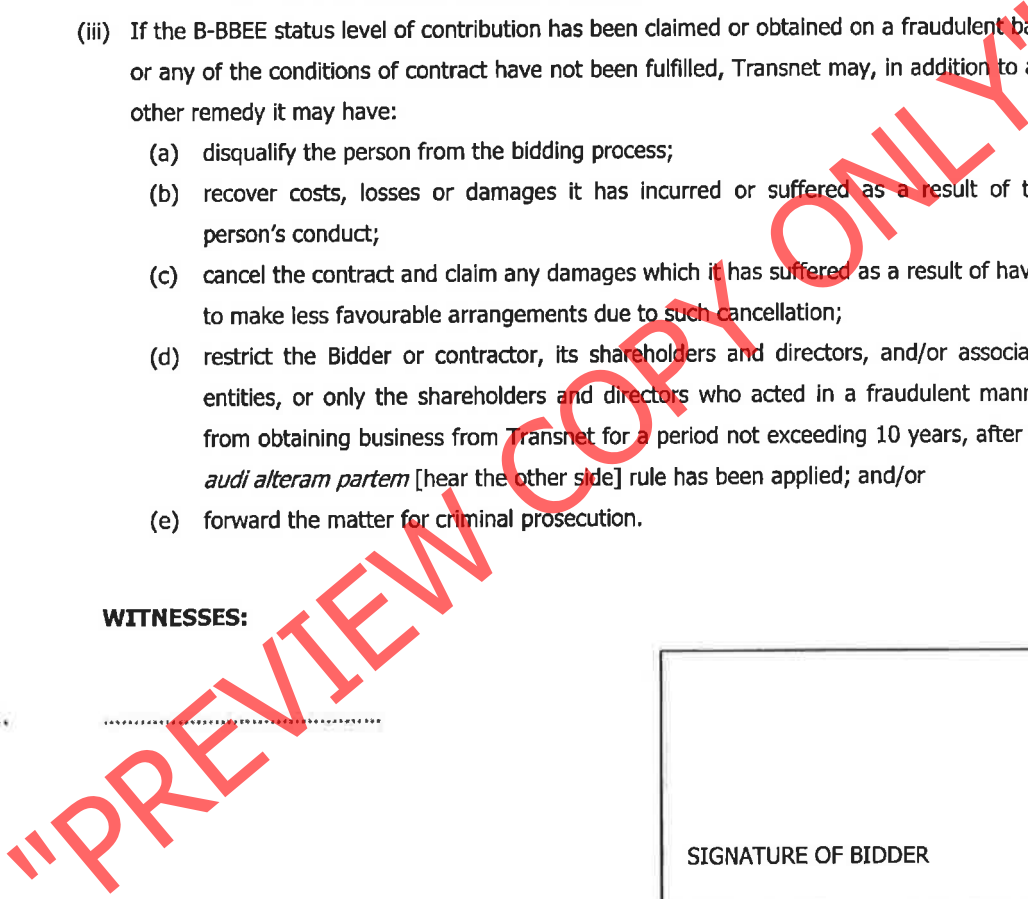
SIGNATURE OF BIDDER

DATE:

COMPANY NAME:

ADDRESS:

.....
.....





SECTION 8

Appendix (i)

GENERAL BID CONDITIONS - SERVICES

[February 2013]

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"PRELIMINARY COPY ONLY"



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.



11) RETURNABLE DOCUMENTS

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

12) DEFAULTS BY RESPONDENTS

- a) If the Respondent, after it has been notified of the acceptance of its Bid fails to:
 - i) enter into a formal contract when called upon to do so within such period as Transnet may specify; or
 - ii) accept an order in terms of the Bid;
 - iii) furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
 - iv) comply with any condition imposed by Transnet,

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

- b) If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as the **Service Provider**] or in the capacity of agent or subcontractor who has been associated with such Bid or contract:
 - i) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
 - ii) has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
 - iii) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
 - iv) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
 - v) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department or towards any public body, company or person; or
 - vi) has made any misleading or incorrect statement either
 - (1) in the affidavit or certificate referred to in clause 18) [*Notice to Unsuccessful Respondents*]; or
 - (2) in any other document submitted as part of its Bid submission

and is unable to prove to the satisfaction of Transnet that

 - (a) it made the statement in good faith honestly believing it to be correct; and
 - (b) before making such statement, it took all reasonable steps to satisfy itself of its correctness; or
 - vii) caused Transnet damage, or to incur costs in order to meet the Service Provider's requirements which could not be recovered from the Service Provider;
 - viii) has litigated against Transnet in bad faith;



- ix) has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;
- 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 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 *domicile 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.

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SECTION 9

RFQ NUMBER CRAC-VEG-12723

PROVISION OF SUPPLY AND INSTALL OF SURGE ARRESTERS

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.

5.4 The 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.

5.5 The 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.

5.6 The 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.



- 5.7 The 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.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

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SECTION 10

RFQ NUMBER CRAC-VEG-12723

PROVISION OF SUPPLY AND INSTALL OF SURGE ARRESTERS

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.

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Section 11

RFQ NUMBER CRAC-VEG-12723

PROVISION OF SUPPLY AND INSTALL OF SURGE ARRESTERS

ANNEXURE 03

(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: - _____

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Section 12

RFQ NUMBER CRAC-VEG-12723

PROVISION OF SUPPLY AND INSTALL OF SURGE ARRESTERS

ANNEXURE 04

(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: _____

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Section 13

RFQ NUMBER CRAC-VEG-12723

PROVISION OF SUPPLY AND INSTALL OF SURGE ARRESTERS

ANNEXURE 05

(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 : _____ **Date :** _____
TECHNICAL OFFICER

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 :** _____



Section 14

RFQ NUMBER CRAC-VEG-12723

PROVISION OF SUPPLY AND INSTALL OF SURGE ARRESTERS

7. 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:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy and Management		
- Is there a written company SHE policy?		
- If yes provide a copy of the policy (ANNEXURE #)		
- Does the company have an SHE Management system e.g. NOSA, OHSAS, IRCA System etc.		
- If yes provide details		
- Is there a company SHE Management System, procedures manual or plan?		



- If yes provide a copy of the content page(s)		
- Are the SHE responsibilities clearly identified for all levels of Management and employees?		
- If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety instructions relevant to its operations available?		
- If yes provide a summary listing of procedures or instructions		
- Is there a SHE incident register? If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used?		
- If yes provide details		
3. SHE Training		
Describe briefly how health and safety training is conducted in your company:		
- Is a record maintained of all training and induction programs undertaken for employees in your company?		
- If yes provide examples of safety training records		
4. SHE Workplace Inspection		
- Are regular health and safety inspections at worksites undertaken?		
-If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces?		
- If yes provide details		
5. SHE Consultation		
- Is there a workplace SHE committee?		
- Are employees involved in decision making over SHE matters?		
- If yes provide details		



- Are there appointed SHE representatives?		
- Comments		
6. SHE Performance Monitoring		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?		
- If yes provide details		
- Are employees regularly provided with information on company health and safety performance?		
- If yes provide details		
Is company registered with workmen's compensation and up to date?		
- If yes provide proof of letter of good standing		
- Has the company been fined or convicted of an occupational health and safety offence?		
- 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 man-hours worked for the period

Signed
(Tender

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**Section 15****SUPPLIER RFQ NUMBER CRAC-VEG-12723****PROVISION OF SUPPLY AND INSTALL OF SURGE ARRESTERS****SUPPLIER CODE OF CONDUCT**

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

The Transnet Procurement Procedures Manual [PPM];

Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;

The Public Finance Management Act [PFMA];

The Broad Based Black Economic Empowerment Act [B-BBEE]; and

The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally appraise prospective Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

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

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

Transnet and its employees will follow the laws of this country and keep accurate business

Records that reflect actual transactions with and payments to our Suppliers. Employees must

Not accept or request money or anything of value, directly or indirectly, to:

- illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
- Gain an improper advantage.

There may be times when a Supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to Report these acts [0800 003 056].



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

Suppliers are expected to comply with all applicable laws and regulations regarding fair Competition and antitrust. Transnet does not engage with non-value adding agents or Representatives solely for the purpose of increasing B-BBEE spend [fronting].

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

Generally, Suppliers have their own business standards and regulations. Although Transnet Cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These Include, but are not limited to:

- misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
- collusion;
- failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
- corrupt activities listed above; and
- Harassment, intimidation or other aggressive actions towards Transnet employees.

Suppliers must be evaluated and approved before any materials, components, products or Services are purchased from them. Rigorous due diligence is conducted and the Supplier is Expected to participate in an honest and straight forward manner. Suppliers must record and Report facts accurately, honestly and objectively. Financial records must be accurate in all Material respects.

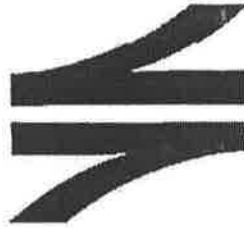
Conflicts of Interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Doing business with family members Having a financial interest in another company In our industry

ANNEXURE A

**SPECIFICATIONS AND
DRAWINGS**

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SPOORNET

A DIVISION OF TRANSNET LIMITED

**PLANNING AND TECHNOLOGY
RAILWAY ENGINEERING**

REPORT

**DEVELOPMENT OF AN IMPROVED SPARK GAP FOR
TRACTION SUPPLIES IN ACCORDANCE TO
SPOORNET'S ELECTRICAL SAFETY INSTRUCTIONS
ANNEXURE 9.5**

Author: Chief Engineering Technician D.O.Schulz
Locomotive Electrical Power
Supply Interaction

Authorised: Senior Engineer L.O Borchard
Locomotive Electrical Power
Supply Interaction

Date: 22nd January 2001

Circulation restricted to:

- R & TS Operational Maintenance (Infrastructure)
- Planning and Technology: Maintenance
- Planning and Technology: Resource Evaluation Acquisition & Review
- Planning and Technology: Railway Engineering

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1.0 SCOPE.

This document presents the results of investigation and tests carried out to find an improved spark gap in accordance to Spoomet's Electrical Safety Instructions, Annexure 9.5, suitable for replacing the existing spark gaps used in traction supply systems.

2.0 BACKGROUND.

The existing silicon carbide disk type spark gap used extensively on Spoomet's traction power supply system does not comply with the requirements of Spoomet's Electrical Safety Instructions. Annexure 9.5 Fig 3 of the safety instructions shows that the recommended contact voltage for DC systems i.e. between the negative return and earth systems shall not be higher than 425 volts.

Tests carried out on the existing spark gaps have shown that the spark flash over voltage varies between 600V to 700V. This could result into excessive high contact voltages, which can be dangerous for the public and Spoomet's staff.

Because of the results obtained it became a priority to find an alternative spark gap that would meet the requirements of Spoomet's Electrical Safety Instructions.

3.0 METHOD OF INVESTIGATION.

Messrs Surge Technology (Pty) Ltd was approached to assist in a joint venture to develop an improved spark gap. Surge Technology informed that the silicon carbide disks used in existing spark gaps were being phased out and a newly developed gas arrester unit should be used as a replacement. The gas surge arrester was developed by DEHN + SÖHNE GmbH for use by the German Railways. This gas arrester spark gap complies with the European Standard EN 50122-1:1997-12 "Railway applications – Fixed installations – Part 1: Protective provisions relating to electrical safety and earthing"

Three proto type spark gap units supplied by DEHN + SÖHNE which comprised of a brass housing fitted with a gas arrester rated at 600 volts (which is too high) was sent to Planning and Technology Railway Engineering, for evaluation purposes.

Due to the high occurrence of copper theft an existing Spoomet spark gap was modified to house a gas arrester. The spark gap comprises of a housing similar to the existing spark gap but fitted with torque facilities for good electrical surface contact between the gas arrester unit and the connection bolt. New drawings were drawn up for the modified spark gap and are included with the report. (Drawing No BBB.0906 and associated drawings). The modified spark gap housing was sent over to DEHN + SÖHNE in Germany to be tested with a correctly rated gas arrester (425V) fitted. DEHNE + SÖHNE informed that the nearest preferred valued gas arrester is 450V + 20% / -15%.

4.0 RESULTS

The proto type units supplied by DEHN + SÖHNE were installed at Kromklip, Ogies and Saaiwater traction substations on the 30th of September 1999 and were regularly monitored. One of the units failed after three months due to abnormal conditions (rail down to ground) but the other two showed no signs of degradation or failure.

The modified Spoomet spark gap, which was sent to Germany and tested with a 450V gas arrester, fitted in the spark gap. The results of the tests are tabled below.

TYPE OF TESTING	TEST RESULT
AC SPARK OVER VOLTAGE – 50 Hz RAMP	BETWEEN 400V AND 550V
IMPULSE SPARK OVER VOLTAGE – 1,2/50µs IMPULSE VOLTAGE	1,2/50µs ≤ 1000V
IMPULSE CURRENT WITHOUT WELDING 0,5kA to 5kA (10/350µs)	PASSED
TYPE OF TESTING	TEST RESULT
IMPULSE CURRENT WITHOUT MECHANICAL FAILURE 25kA (10/350µs)	PASSED

The above tests were conducted with the gas arrester torqued at 60 Nm, which was recommended by DEHNE + SÖHNE. More detailed results of the tests if required are available from Surge Technology - Johannesburg.

5.0 COST COMPARISON

ITEM	COST FOR SPARK GAP ASSEMBLY WITHOUT GAP	COST FOR GAP		TOTAL COST PER UNIT
		SILICON CARBIDE DISKS	GAS ARRESTER	
OLD SPOORNET TYPE	± R 200	± R 60	NONE	± R 260
MODIFIED SPOORNET TYPE WITH GAS ARRESTER	±R 245		±R 194	±R 439

6.0 CONCLUSION

The tests show that there is a major improvement in the spark over voltage for the new spark gap. The spark over voltage has been lowered from between (700V-600V) to a value of between 400V and 550V which has a closer compliance with SPOORNET's Electrical Safety Instruction.

7.0 RECOMMENDATION

It is a recommendation that the existing spark gaps be replaced with the modified gas arrester type supplied by Surge Technology. That a phased replacement programme must be started for the new spark gaps.

It is also recommended that DEHNE + SÖHNE be approached via Surge Technology to supply an even lower rated gas arrester for the spark gaps (400V)

8.0 ACKNOWLEDGEMENTS

Mr	Johan Van Staden	Manager	Surge Technology (Pty) Ltd
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Mr	Willem Mans	Chief Engineering Tech.	Spoornet

9.0 ANNEXURE.

Annexure 1 : List of drawings for spark gap assembly.

END

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DRAWINGS FOR SPARK GAP ASSEMBLY.

DRAWING NO	TITLE
BBB0906	SPARK GAP ASSEMBLY
BBB0907	WEATHER COVER
BBB0908	TERMINAL
BBB0909	OUTER INSULATING WASHER
BBB0910	INSULATING BUSH
BBB0911	COVER ACCESS
BBB0912	ADJUSTMENT SCREW
BBB0913	COVER LOCATING NUT
BBB0914	MOUNTING BRACKET

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TRANSNET
freight rail

A Division of Transnet Limited

TECHNOLOGY MANAGEMENT

SPECIFICATION

3 KV DC TRACTION SUBSTATION EARTHING SYSTEM FOR HIGH VOLTAGE OUTDOOR YARDS

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Circulation Restricted To:

Transnet Freight Rail

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1.0 SCOPE

- 1.1 This specification specifies Transnet freight rail's requirements for the design, supply, installation and testing of the earthing systems for new and existing 3kV DC traction substations.
- 1.2 This specification must be read in conjunction with Transnet freight rail's drawings BBB 3620 and CEE-TBD-7.

2.0 STANDARDS AND PUBLICATIONS

- 2.1 Unless otherwise specified all materials and equipment supplied shall comply with the applicable and latest editions of SANS and Transnet Freight Rail's publications.
- 2.2 The following publications (latest editions) are referred to in this specification:

2.2.1 SOUTH AFRICAN NATIONAL STANDARDS

- SANS 1063 Earth rods, couplers and connections.
- SANS 1507 -1-3 Electric cables with extruded solid dielectric insulation for fixed installations. (300/500V to 1900/3300V).
- SANS 2063 Thermal spraying - Metallic and other inorganic coatings - Zinc, aluminium and their alloys.
- SANS 10199 The design and installation of earth electrodes.

2.2.2 TRANSNET FREIGHT RAIL

- CEE.0177 Code of Practice:
Earth systems for electric light and power and traction installations.

TRANSNET FREIGHT RAIL'S DRAWINGS.

- BBB 3620 3kV DC earthing arrangement system for high voltage outdoor yards.
- CEE-TBD-7 3kV DC earthing arrangement system of traction substation.

3.0 METHOD OF TENDERING

- 3.1 Tenderers shall indicate clause by clause compliance with the specification. This shall take the form of a separate document listing all the specification's clause numbers indicating the individual statement of compliance or non-compliance.
- 3.2 A statement of non-compliance shall be motivated by the tenderer.
- 3.3 Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 3.4 Failure to comply with clauses 3.1, 3.2, 3.3 could preclude a tender from consideration.

4.0 DEFINITIONS

Definitions are in accordance with SANS 10199.

4.1 EARTH ELECTRODE

One or more conductive parts embedded in the earth for the purpose of making effective electrical contact with the general mass of the earth, and to act as a path for the discharge of either lightning currents or fault currents.

4.2 EARTHED

So connected to the general mass of earth as to ensure at all times an immediate discharge of electrical energy without danger.

4.3 EARTHING SYSTEM

A system intended to provide at all times, by means of one or more earth electrodes, a low impedance path for the immediate discharge of electrical energy without danger into the general mass of earth.

5.0 EARTHING SYSTEMS OF TRACTION SUBSTATIONS

The earth leakage protection consists of an AC earth leakage and a DC earth leakage system as described below:

5.1 AC EARTH LEAKAGE SYSTEM

The AC earth leakage system is used to detect flashovers on high voltage HV outdoor yard equipment. The equipment in the outdoor yard is insulated from the substation earth mat and connected in parallel through a current transformer to earth mat. (Minimum resistance to earth mat is 10 Ohms). The output of the current transformer feeds to an earth leakage relay, which will trip and lock out the primary circuit breaker when operated.

5.2 DC EARTH LEAKAGE SYSTEM

The DC earth leakage system is used to detect 3kV DC and 380V AC insulation failures. The steelwork and panels inside the traction substation are bonded to a DC earth leakage busbar, which is insulated from earth mat. (Minimum resistance to earth mat is 25 Ohms). The DC earth leakage busbar is connected to the substation negative busbar through a DC earth leakage relay.

Operation of this relay will isolate the complete substation from all sources of supply and lock out the primary circuit breaker and all the 3kV DC high speed circuit breakers.

6.0 SERVICE CONDITIONS

6.1 ATMOSPHERIC CONDITIONS:

Altitude	:	0 to 1800m above sea level.
Ambient temperature	:	-10% to +50 °C.
Relative humidity	:	10% to 90% percent
Lightning Conditions	:	12 ground flashes per square kilometre per annum.
Pollution	:	Heavily salt laden or polluted with smoke from industrial sources.

6.2 SOIL CONDITION:

The soil resistivity can vary from 10 Ohmmeter to more than 5,000 Ohmmeter. Earth value enhancement methods will have to be used, where necessary to obtain the desired value of 5 Ohms or less.

6.3 CORROSION:

Buried conductors will be exposed to both severe galvanic and chemical corrosion. There is a high level of stray current in the vicinity of 3kV DC traction substations which will reduce the life of the earthing system.

7.0 TECHNICAL REQUIREMENTS

7.1 The design and installation of Transnet Freight Rail's earthing system for outdoor yards shall be in accordance with Transnet Freight Rail's drawings BBB 3620 and CEE-TBD-7.

7.2 A 5-second fault current duration shall be used for the rating of the earthing system. The earth down conductors and earth tails shall be able to withstand 6,2 kA for 5 seconds when exothermically welded. The rated AC fault level for 3kV DC traction substations shall be taken to be 16kA.

7.3 Deviation of the design shall be submitted to the project manager for approval.

8.0 EARTHING LAYOUT

8.1 The following electrical equipment in the outdoor yard shall be bonded directly to earth mat.

- The support steel structures for the surge arresters at the Eskom supply side.
- All high voltage surge arresters.
- The high voltage AC disconnects.
- Voltage transformer steel structures where applicable.
- Main Current transformers on Eskom side of primary circuit breaker in high voltage (HV) yard.
- The perimeter fence posts and gates.
- Substation metal roof.

8.2 The following electrical equipment forms part of the AC earth leakage system and shall be connected via a current transformer to earth.

- Main traction transformer.
- Primary circuit breaker.
- Main current transformers between primary circuit breaker and main traction transformer.
- The Auxiliary transformer's barrier screen.

8.3 The following electrical equipment is connected directly to the substation negative busbar.

- The auxiliary transformer tank.
- All spark gaps.

8.4 The following outdoor electrical equipment is connected directly to the DC earth leakage relay busbar.

- The Anode wall plate (Wall Bushings).
- The auxiliary transformer neutral point.
- AC / DC motorised link framework and structure where fitted.
- The auxiliary transformer short circuiting switch fitted on substation wall in the outdoor yard.

9.0 MATERIALS TO BE USED.**EARTHING**

9.1 Only copper rods of at least 70 mm² shall be used for earth electrodes in accordance to SANS 1063.

The length of the rods will be dependant on the application:

- Earth electrodes (earth spikes). Minimum length of 1.5 meters shall be used.
- Down conductors, earth tails and interconnecting conductors. Rods of varying lengths may be used.

9.2 The minimum size of cable/conductor used for the earthing system shall be 95 mm² copper.

9.3 For the installation or replacement of the main earth mat/earth electrode, Copper conductor of at least 16mm diameter shall be used and shall be buried at least 1,5 meters below the ground. The earth mat shall cover an area of at least 1,5 square metre.

9.4 The earth mat shall be provided with a test point connection for test purposes. This test point shall protrude a minimum of 100mm above ground level and shall be protected by means of a metal pipe or metal housing.

9.5 The location of the earth mat/earth spike shall be as close as possible to the main surge arresters support structures.

AC EARTH LEAKAGE SYSTEM

9.6 PVC insulated 95 mm² copper cable shall be used where insulated earthing conductors are required for the interconnecting of the high voltage equipment on the AC earth leakage system.

9.7 The resistance between the outdoor yard steelwork connected to AC earth leakage system and main earth electrode shall be a minimum of 10 Ohms.

10.0 INSTALLATION OF EARTHING SYSTEM.**10.1 EARTHING SURVEY**

10.1.1 For new installations the contractor shall carry out an earthing survey in accordance with the method as described in specification CEE.0177 or SANS 10199 to determine the type of earthing system required. The contractor shall be required to submit a separate quotation for the survey.

10.1.2 For existing substations the contractor shall carry out earth resistance tests to establish the condition of the existing earth mat/earth spike and shall replace such earth mat/earth spike where required.

10.2 TRENCHING

10.2.1 Before any trenching commences the contractor shall consult with Transnet Freight Rail staff for approval with regard to the routing of the trenches in the outdoor yard.

10.2.2 Trenching shall include all trenches required for the installation of the earthing system.

10.2.3 The perimeter fence trenching shall be as close as possible to the perimeter fence on the inside of the HV yard.

10.2.4 The depth of trenches shall be at least 700 millimetres. Care must be taken not to damage existing cables in the high voltage outdoor yard during trenching operations.

10.2.5 Before the trenches are closed a representative from Transnet Freight Rail shall inspect the earthing system for correct installation procedure.

10.3 INSTALLATION PROCEDURES

10.3.1 Earth electrodes shall be driven into the ground in the perimeter fence trench at the corners of the outdoor yard and in between the corners.

10.3.2 In the case of double unit substations the number of earth electrodes between the corner electrodes shall be determined in consultation with Transnet Freight Rail.

10.3.3 The depth of the earth electrodes driven into the ground shall be such that the top of the earth electrode shall be a minimum of 700 mm below the surface of the ground.

10.3.4 The earthing of the support steel structures for the surge arresters, AC disconnects, voltage transformers (where installed) and current transformers shall be in accordance with Transnet Freight Rail's drawing BBB 3620.

10.3.5 The surge arresters base shall be connected directly to earth mat/spike.

10.3.6 Where surge arresters are fitted on the main transformer provision shall be made to install an earth electrode in close proximity to the transformer. The earth electrode shall be connected directly to the earth system as shown in drawing BBB3620.

10.3.7 All underground connections which include connections to the earth electrodes, the joints in the copper plated steel rods, connections to the perimeter fence posts, support steel structures and the connection to the new or existing earth mat shall be exothermic welded or crimped by means of tinned lugs or by means of brass clamping system.

10.3.8 Where exothermic welding cannot be carried out, galvanised or stainless steel grade S304 studs, nuts, tinned cable lugs and any other approved means may be used for the termination of the earthing conductors to the fence posts, surge arresters down leads, metal structure and other electrical equipment.

10.3.9 Exothermic welded joints and steel components exposed to corrosion shall be sealed with a durable waterproofing compound i.e. Bitumen, Denso tape or Noxide.

10.3.10 All crimped connections that are above ground level must be filled with an anti corrosive compound.

10.3.11 Where the exothermic welding is carried out on galvanised surfaces of the support steel structures, the galvanising must be removed and the surface cleaned. After completion of the exothermic weld, the surface area on the support steel structure where the galvanising was removed shall be treated in accordance with the requirements of SANS 2063.

10.3.12 Exothermic joints shall be hammer tested on recommendation of the manufacturer to ensure that the mechanical strength of the joints are adequate. The exothermic weld is tapped by a hammer and by sound it is determined whether the joints are solid or that there are voids in the joint.

10.3.13 Where two earthing conductors run parallel to each other, exothermic parallel joints shall be installed every 1,5 metres on all straight sections between these conductors.

10.4 CERTIFICATION OF CONTRACTORS (EXOTHERMIC WELDING)

10.4.1 Only Contractors who are certified and accredited by the exothermic welding industry shall be used for the installation.

10.5 CRUSHER STONE

NEW SUBSTATIONS

- 10.5.1 After completion of construction, installation of equipment, the laying of all cables and earthing conductors, a suitable weed killer approved by Transnet Freight Rail's Project Manager shall be applied in the outdoor yard unless otherwise specified.
- 10.5.2 The successful tenderer shall exercise the greatest care to avoid contaminating private property.
- 10.5.3 After treatment with the weed killer, a 100mm layer of 25mm to 37mm crusher stone shall be laid over the whole area of the Transnet Freight Rail high voltage outdoor yard (within the apron).

EXISTING SUBSTATIONS

- 10.5.4 The contractor shall remove the necessary crusher stone before any excavation commences.
- 10.5.5 The contractor shall restore the crusher stone to its original condition once the installation work has been completed.
- 10.5.6 The contractor shall supply any additional crusher stone required to restore the trenched areas to original condition.

11.0 SPECIAL TOOLS (OPTIONAL)

- 11.1 Tenderers shall furnish quotations for the special bending equipment, crimping tools and exothermic welding moulds required for the installation of the earthing system.
- 11.2 The price shall form a separate part of the quotation.

12.0 TESTS AND ACCEPTANCE

- 12.1 The contractor shall perform resistance measurement tests, which shall be witnessed by a representative of Transnet Freight Rail. The resistance measurements shall be entered into the substation station log book.
- 12.2 In the event of any dispute, Transnet Freight Rail reserves the right to make the final decision on the acceptance of the earthing system.

END



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TECHNOLOGY MANAGEMENT.

SPECIFICATION.

**REQUIREMENTS FOR METAL OXIDE SURGE ARRESTERS
WITHOUT GAPS FOR TRACTION AND POWER
DISTRIBUTION SUBSTATIONS IN ACCORDANCE WITH
SANS 60099-4**

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Transnet Freight Rail – Chief Engineer Infrastructure
- Technology Management

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1.0 SCOPE

This documents presents information and requirements for metal oxide surge arresters of the station class to be installed at Transnet Freight Rail's traction substations and distribution substations.

2.0 INFORMATION ON SYSTEM

2.1 Nominal frequency is 50 HZ.

2.2 Maximum duration of the earth fault is less than 1 second (Solidly earthed).

2.3 Short-circuit current of the system at the arrester location is lower than 10 kA.

2.4 Transnet Freight Rail's traction substations and power distributions systems are considered to be effectively earthed.

2.5 An earth fault factor equal to $0.8\sqrt{3}$ for solidly earthed neutral systems was used to calculate the ratings of the surge arresters which will be suitable for the different nominal r.m.s voltage systems supplying Transnet Freight Rail's traction substations and distributions substations.

3.0 STANDARDS

3.1 Unless otherwise specified all materials and equipment supplied shall comply with the current edition of the relevant SANS or Transnet Freight Rail's publication where applicable.

3.2 The following publications are referred to in this specification:

3.2.1 SOUTH AFRICAN NATIONAL STANDARDS

SANS 1019: Standard voltages, currents and insulating levels for electrical supply.

4.0 INFORMATION ON SERVICE CONDITIONS

4.1 NORMAL CONDITIONS

See conditions in clause 4.4.1 SANS 60099-4

4.2 ABNORMAL CONDITIONS

The surge arrester shall be designed for the following ambient conditions:

Altitude: 0 to 1800m above sea level

Ambient temperature: minus10 °C to plus 45 °C

Relative humidity: 10% to 90%.

Atmosphere: Heavy polluted environment: salt laden, industrial and locomotive fumes, and severe dust conditions.

5.0 INSULATION LEVELS

INSULATION LEVELS

For the medium and high voltage nominal r.m.s voltage systems on Transnet Freight Rail the recommended Insulation levels is tabled in table 1 below.

Highest phase-to-phase r.m.s voltage for equipment. (U _m)	Nominal system r.m.s. voltage. (U _n)	Rated lightning impulse withstand voltage peak.	Rated short duration power- frequency withstand r.m.s voltage.
7,2 kV	6,6 kV	75 kV	22 kV
12 kV	11 kV	95 kV	28 kV
24 kV	22 kV	150kV	50 kV
36 kV	33 kV	200 kV	70 kV
52 kV	44 kV	250 kV	95 kV
72,5 kV	66 kV	350 kV	140 kV
100 kV	88kV	380 kV 450 kV	150 kV 185 kV
145 kV	132 kV	550 kV 650 kV	230 kV 275 kV
245 kV	220 kV	850 kV 950 kV	360 kV 395 kV

Insulation levels for highest voltage for equipment U_m < 100 kV are based on an earth fault factor equal to $\sqrt{3}$ and for U_m > 100 kV an earth fault factor equal to $0,8\sqrt{3}$. Where more than one insulation level is given per voltage system, the higher level is appropriate for equipment where the earth fault factor is greater than 1,4.

TABLE 1: Standard Voltages and insulation levels in accordance with SANS 1019:2008 [1]

6.0. INFORMATION ON THE ARRESTER DUTY

- 6.1 Selection of surge arresters for the traction substations and distribution substations shall be in accordance with tables No's 2 and shall not compromise the recommended impulse levels as shown in table No 1
- 6.2 The arrester will be connected between phase and earth.
- 6.3 The equipment, which will be protected, is:
 - Transformer directly connected to line via overhead conductors.
 - Rectifier units (Diodes, Capacitors, etc.).

7.0 SCHEDULE OF SURGE ARRESTER RATINGS FOR EFFECTIVELY EARTHED SYSTEMS.

Table 2 shown below is representative of the parameters of surge arresters employed for protection. Minor deviations from the table are permissible but information concerning these deviations must be supplied to Technology Management for acceptance.

TABLE 2

Nominal system r.m.s. voltage	6,6 kV	11kV	22 kV	33 kV	44 kV	66 kV	88 kV	132 kV	220 kV
Rated voltage of surge arrester. Ur	6,0 kV	12 kV	21kV	36 kV	42 kV	60 kV	84 kV	120 kV	198 kV
Continuous operating voltage of surge arrester Uc	4,8 kV	9.6 kV	16.8 kV	28.8 kV	33.6 kV	48 kV	67 kV	96 kV	158 kV
Nominal discharge current (8/20 μ s)	10 kA	10 kA	10 kA	10 kA	10 kA	10 kA	10 kA	10 kA	10 kA
High current (4/10 μ s)	100 kA	100 kA	100 kA	100 kA	100 kA	100 kA	100 kA	100 kA	100 kA
Line discharge class	2	2	2	2	2	2	2	2	3
Pressure relief capability (0.2s)	40 kA	40 kA	40 kA	40 kA	40 kA	40 kA	40kA	40 kA	63kA
Temporary overvoltage (TOV) prestressed acc to IEC 99-4 for duration of 1 second	6,9 kV	13.8 kV	24.1kV	41.4kV	48.3kV	69kV	96kV	138kV	228 kV
Temporary overvoltage (TOV) prestressed acc to IEC 99-4 for duration of 10 seconds	6,5 kV	13.0 kV	22.8 kV	39.2 kV	45.7 kV	65 kV	91kV	130 kV	214kV
Residual voltage at steep current impulse (1/2 μ s) 10kA	17,6 kV	35.1kV	61.4 kV	105.3 kV	123 kV	176 kV	246 kV	351kV	518 kV
Residual voltage at lightning current impulse (8/20 μ s) 10kA	16 kV	31.9 kV	55.9 kV	95.8 kV	111.8kV	160 kV	223 kV	319 kV	475 kV
Residual voltage at switching current impulse (30/70 μ s)500A	12,9 kV	25.8 kV	45.2 kV	77.5 kV	90.8 kV	129 kV	181 kV	258 kV	392 kV

7.1 For the 25 kV and 50kV single phase ac traction systems the ac high voltage circuit breakers shall be designed to the following nominal system phase to phase r.m.s voltages and withstand insulation levels:

- For the 25 kV (phase to earth) ac traction systems the ac high voltage circuit breakers current transformer shall be rated for a nominal system phase to phase r.m.s voltage of at least 44 kV and designed to withstand the required insulation level for that nominal system voltage.
- For the 50 kV (phase to earth) ac traction systems the ac high voltage circuit breakers shall be rated for a nominal system phase to phase r.m.s voltage of at least 88 kV and designed to withstand the required insulation level for that nominal system voltage.

8.0 REQUIREMENTS

- 8.1 The manufacturer shall provide a routine test report for each arrester in accordance to SANS 60099-4 clause 8.1 a, b and c.
- 8.2 To verify the seal integrity the manufacturer shall indicate the leakage rate of the arrester (SANS 60094-4 clause 8.1.d) and what type of leakage test method has been used. The Integrated Helium Mass Spectrometer or the Membrane method is the preferred method.
- 8.3 The tenderer shall provide the information as per SANS 60099-4, Annexure G, Clause G2.
- 8.4 Nameplate data in accordance with clause 3.1 of SANS 60099-4 shall be fitted to each arrester.
- 8.5 If a polymer type of arrester is presented it is preferred that the housing will consist of Fibre-reinforced Resin tube with a non-tracking Silicon shed which is UV protected.
- 8.6 The sealing test is only required for arresters with enclosed gas volumes and separate sealing systems.

9.0 BIBLIOGRAPHY

- [1] SANS 1019: 2008. Edition 2.5

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SCHEDULE OF REQUIREMENTS
SURGE ARRESTER FOR SUBSTATIONS

- 1.0 Arresters required for substation: _____
- 2.0 Quantity required: _____
- 3.0 Nominal system voltage: _____
- 4.0 Surge arresters to be fitted with insulation bases: yes / no.
- 5.0 Surge counters required for the surge arresters yes / no

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