



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No. DNR P13-43/12613

**FOR THE SUPPLY OF: DESIGN, SUPPLY, INSTALL AND COMMISSION OF
LIGHTNING ARRESTORS @ DIFFERENT 3KV DC TRACTION
SUBSTATIONS**

SERVICES REQUIRED AT: BAYHEAD DEPOT (DURBAN)

ISSUE DATE: 27 NOVEMBER 2013

CLOSING DATE: 17 DECEMBER 2013

CLOSING TIME: 10:00

SITE BRIEFING : 120 EEL ROAD, BAYHEAD, DURBAN

DATE AND TIME: 11 DECEMBER 2013 @ 09:00

VALIDITY : 28 FEBRUARY 2014

NB: DOCUMENTS TO BE SUBMITTED IN DUPLICATE

Section 1

NOTICE TO BIDDERS

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

METHOD: Post or Courier

CLOSING VENUE: Chairman Transnet Freight Rail Acquisition Council
Ground Floor Inyanda House 1
21 Wellington Road
Parktown
Johannesburg 2001
Tender Box

1 Responses to RFQ

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

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

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

2.1 B-BBEE Scorecard and Rating

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

- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points, dependent on the value of the Services
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFP will be cancelled

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

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

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

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

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

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

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

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

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

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

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

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

3 Communication

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

Name:	Ms Princess Ngubo	Mr Siyabonga Gumbi
Email:	princess.ngubo@transnet.net	083 702 9417

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

Telephone	011 544 9486	Fax 011 774 9760
Email	tac.secretariat@transnet.net	

4 Tax Clearance

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

5 VAT Registration

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

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

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

11 Binding Offer

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

12 Disclaimers

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

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

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

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

13 EVALUATION CRITERIA

14 TRANSNET WILL UTILISE THE FOLLOWING CRITERIA [NOT NECESSARILY IN THIS ORDER] IN CHOOSING A SUPPLIER/SERVICE PROVIDER, IF SO REQUIRED:

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

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

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

Where:

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

- B-BBEE status of company

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

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below: *[Delete column that is not applicable]*

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

15 Validity Period

Transnet desires a validity period of 60 days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

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

YES NO

19 Returnable Documents

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

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [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	
CIDB GRADING :EP 3	
SECTION 2: QUOTATION FORM	

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

c) ***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.***

d) 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 3 : Standard Terms and Conditions of Contract for the Supply of Goods or 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]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
SECTION 5: Certificate of Attendance	

Section 2

QUOTATION FORM

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

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

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

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

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

Price Schedule

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

Item No	Description of Goods	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Design, Supply, Install and Commission of Lightning Arrestors at Different 3KV DC Traction Substations				

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

Notes to Pricing:

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

 Respondent's Signature

 Date & Company Stamp

Part C1.1: Contract Data: Works Information
Contract No.

The Employer is

Name Transnet SOC Limited, trading as Transnet Freight Rail
Address 120 Eel Road Streets, Infrastructure Building, 1st floor, Room 109, Durban, 4001
Telephone (031) 361 4240 Fax No. 031 361 4606
E-mail Siyabonga.Gumbi@Transnet.net

The works is DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LIGHTNING ARRESTORS AT COMPENSATION, TINLEY MANOR, HAMBANATI, CANELAND, GLEDHOW AND KELSO SUBSTATIONS UNDER THE CONTROL OF THE DEPOT ENGINEER, BAYHEAD

The site is COMPENSATION, TINLEY MANOR, HAMBANATI, CANELAND, GLEDHOW AND KELSO 3KV DC TRACTION SUBSTATIONS.

The starting date is To be advised.....

The completion date is To be advised.....

The reply period is 2(two)..... weeks

The defects date is weeks after completion

The defect correction period is Within 1 (one) week after defects date

The delay damages are R2, 000.00..... per day

The assessment day is the 13th (thirteen)..... of each month

The retention is 10 % (ten) %

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? **No**

The Adjudicator is

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

Address

Telephone Fax No.

E-mail

Contract Data

Contract No.

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

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

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

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

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

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

The tribunal is: **Arbitration.**

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

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

As mentioned in paragraph 1.0 (Contractual obligations)

B:

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

- 1.3.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Employer / Employer's Deputy.
- 1.3.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.4 The Contractor's Health and Safety Programme shall be subject to agreement by the Employer / Employer's Deputy, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.5 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Employer / Employer's Deputy. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.6 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.
- 1.7 A penalty charge of **R2, 000.00** per day will be levied for late completion.

1.8 CONTRACTUAL OBLIGATIONS

This specification covers Transnet freight rail's requirements for **Design, Supply, Installation, Testing and Commissioning of Lightning Arrestor at Compensation, Tinley Manor, Hambanati, Caneland, Gledhow and Kelso Substation** under the control of the depot engineer, bayhead.

- 1.1 A **compulsory site meeting** will be held 2 (two) weeks after the closing date of the tender at Bayhead infrastructure depot, 09:00 am, each site will be visited.
- 1.2 **Tenders must be deposited to the Tender Box, which will be located in the foyer of 21 Wellington road, Inyanda House 1, Parktown, Johannesburg.**
- 1.3 Tenders must be enclosed in a sealed envelope bearing the name "**Design, Supply, Installation, Testing and Commissioning OF Lightning Arrestor at Compensation, Tinley Manor, Hambanati, Caneland, Gledhow and Kelso** under the control of the depot engineer, bayhead.
- 1.4 Tenderers must duly fill in the Tender Form E4 and its Annexures and submit the same with their offers
- 1.9 10% retention money of the total value of the contract will be retained and will be released 12 months after the completion date of the contract.

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

2.0 TENDERING PROCEDURE

- 2.1 An addendum reflecting changes to the project specification and 'Bill of Quantities' shall be forwarded to Contractors after the site meeting and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.2 Contractors shall duly fill in the attached 'Bill of Quantities'. The prices shall be fixed for the duration of the contract (12 months) and no escalation will be allowed. Items not reflected in the 'Bill of Quantities', but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for accordingly.
- 2.3 Contractors shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 2.4 During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 2.5 Contractors shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.

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

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Part C1.2:
Contract Data: Contract No.

The Contractor's Offer

The Contractor is

Name

Address

Telephone Fax No.

E-mail

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

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

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

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

State amount in words

Signed on behalf of the Contractor

Name

Position

Signature Date

The Employer's Acceptance

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

Signed on behalf of the Employer

Name

Position

Signature Date

Part C2.1: Pricing Data

Contract No. _____

2.0 PRICING INSTRUCTIONS

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

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

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

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Part C2.2: Pricing Data
Price List: Contract No.

Item number	Description	Unit	Qty	Rate	Price
COMPENSATION 3KV DC SUBSTATION					
A	Equipment's	UNIT	QTY	RATE	AMOUNT
1	Supply 132 KV secondary surge arrestors	sum	3		
2	Supply supporting structures for lighting arresstor to be freestanding in front of the transformer	sum			
3	Excavate and cast foundations to mount secondary surge arrestors	sum	3		
4	Supply earth spike and earthing for surge arresstor	sum	3		
5	Supply water meter cover	sum	3		
6	Supply flying busbar c/w clamps	sum	3		
7	Strip and transport old equipment to Bayhead infra Depot	sum			
8	P's & G's (Labour, site establishment, transport civil works,etc)	sum			
9	Catalogues, manuals and drawings	sum			
10	Commissioning and testing				
11	Security				
Total Price for Bayhead (Excl. VAT) =			R		

Part C2.2: Pricing Data
Price List: Contract No.

Item number	Description	Unit	Qty	Rate	Price
TINLEY MANOR 3KV DC SUBSTATION					
A	Equipment's	UNIT	QTY	RATE	AMOUNT
1	Supply 132 kV secondary surge arrestors	sum	3		
2	Supply supporting structures for lighting arresstor to be freestanding in front of the transformer.	sum			
3	Excavate and cast foundations to mount secondary surge arrestors	sum	3		
4	Supply earth spike and earthing for surge arresstor	sum	3		
5	Supply water meter cover	sum	3		
6	Supply flying busbar c/w clamps	sum	3		
7	Strip and transport old equipment to Bayhead infra Depot	sum			
8	P's & G's (Labour, site establishment, transport civil works,etc)	sum			
9	Catalogues, manuals and drawings	sum			
10	Commissioning and testing				
11	Security				
Total Price for Bayhead (Excl. VAT) =					R

Part C2.2: Pricing Data
Price List: Contract No.

Item number	Description	Unit	Qty	Rate	Price
HAMBANATI 3KV DC SUBSTATION					
A	Equipment's	UNIT	QTY	RATE	AMOUNT
1	Supply 132 KV primary surge arrestors	sum	3		
2	Supply supporting structures for lighting arresstor to be freestanding in front of the transformer	sum			
3	Excavate and cast foundations to mount secondary surge arrestors	sum	3		
4	Supply earth spike and earthing for surge arresstor	sum	3		
5	Supply water meter cover	sum	3		
6	Supply flying busbar c/w clamps	sum	3		
7	Strip and transport old equipment to Bayhead infra Depot	sum			
8	P's & G's (Labour, site establishment, transport civil works,etc)	sum			
9	Catalogues, manuals and drawings	sum			
10	Commissioning and testing				
11	Security				
Total Price for Bayhead (Excl. VAT) =			R		

Part C2.2: Pricing Data
Price List: Contract No.

Item number	Description	Unit	Qty	Rate	Price
CANELAND 3KV DC SUBSTATION					
A	Equipment's	UNIT	QTY	RATE	AMOUNT
1	Supply 132 KV secondary surge arrestors	sum	3		
2	Supply supporting structures for lighting arrestor to be freestanding in front of the transformer	sum			
3	Excavate and cast foundations to mount secondary surge arrestors	sum	3		
4	Supply earth spike and earthing for surge arrestor	sum	3		
5	Supply water meter cover	sum	3		
6	Supply flying busbar c/w clamps	sum	3		
7	Strip and transport old equipment to Bayhead infra Depot	sum			
8	P's & G's (Labour, site establishment, transport civil works,etc)	sum			
9	Catalogues, manuals and drawings	sum			
10	Commissioning and testing				
11	Security				
Total Price for Bayhead (Excl. VAT) =				R	

Part C2.2: Pricing Data
Price List: Contract No.

Item number	Description	Unit	Qty	Rate	Price
GLEDFLOW 3KV DC SUBSTATION					
A	Equipment's	UNIT	QTY	RATE	AMOUNT
1	Supply 132 KV secondary surge arrestors	sum	3		
2	Supply supporting structures for lighting arresstor to be freestanding in front of the transformer	sum			
3	Excavate and cast foundations to mount secondary surge arrestors	sum	3		
4	Supply earth spike and earthing for surge arresstor	sum	3		
5	Supply water meter cover	sum	3		
6	Supply flying busbar c/w clamps	sum	3		
7	Strip and transport old equipment to Bayhead infra Depot	sum			
8	P's & G's (Labour, site establishment, transport civil works,etc)	sum			
9	Catalogues, manuals and drawings	sum			
10	Commissioning and testing				
11	Security				
Total Price for Bayhead (Excl. VAT) =		R			

Part C2.2: Pricing Data
Price List: Contract No.

Item number	Description	Unit	Qty	Rate	Price
KELSO 3KV DC SUBSTATION					
A	Equipment's	UNIT	QTY	RATE	AMOUNT
1	Supply 132 kv primary and secondary surge arrestors.	sum	6		
2	Supply supporting structures for lightning arrestor to be freestanding in front of the transformer and AC disconnects.	sum			
3	Excavate and cast foundations to mount primary and secondary surge arrestors.	sum	6		
5	Supply earth spike and earthing for surge arrestor	sum	3		
6	Supply water meter cover	sum	3		
7	Supply flying busbar c/w clamps	sum	3		
8	Strip, remove 132kv lightning arrestor mounted on the transformer and transport old equipment to Bayhead infra Depot	sum			
9	P's & G's (Labour, site establishment, transport civil works,etc)	sum			
10	Catalogues, manuals and drawings	sum			
11	Commissioning and testing				
12	Security				
Total Price for Bayhead (Excl. VAT) =		R			

TOTAL SUMMARY:

1.	Total Price for Compensation (Excl. VAT) =	R
2.	Total Price for Tinley Manor (Excl. VAT) =	R
3.	Total Price for Hambanati(Excl. VAT) =	R
4.	Total Price for Caneland(Excl. VAT) =	R
5.	Total Price for Gledhow (Excl. VAT) =	R
6.	Total Price for Kelso(Excl. VAT) =	R
	Nett total Excl. VAT) =	R
	VAT @ 14% =	R
	Gross Total(Incl. VAT) =	R

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3.0 Description of work

The Contractor shall perform the following:

4.0 Description of work

This specification covers all the work and equipment for **Design, Supply, Installation, Testing and Commissioning of Lightning Arrestor at Compensation, Tinley Manor, Hambanati, Caneland, Gledhow and Kelso 3KV DC Substations**. This specification also covers any work arising out of or incidental to the above or required contractor for the proper completion of works in accordance with true meaning and intent of the contract document.

4.1 The contractor shall perform the following:

- 4.1.1 Install all equipment in accordance with Transnet specification BBB5452 version 5.
- 4.1.2 Supply and install primary surge arrestors on existing foundations in accordance with Transnet's specification BBB 0845 version 4 and drawing CEE TBD 0007. The primary surge arrestors shall be positioned before the AC disconnects towards Eskom supply. The Contractor shall re-use existing foundations and steel structure. The steel structure shall be sand blasted, cleaned and painted.
- 4.1.3 Excavate, cast foundations, supply and install 3x secondary surge arrestors in accordance with Transnet's specification BBB 0845 version 4 and drawing CEE TBD 0007.
- 4.1.4 Supply and install flying busbars complete with clamps from Eskom flying busbars to the disconnects to PCB to the CT's to the surge arrestor and to the main transformer.
- 4.1.5 All steelwork shall be galvanised in accordance with SANS 121 and where required, painted in accordance with CEE 0045. The manufacture of any steelwork shall not take place prior to the approval of the design drawings. Transnet shall inspect the steelwork at the manufacture's works prior to dispatch. All fasteners (nuts & bolts) shall be secured using flat or bevelled washers, where necessary, as well as lock washers.
- 4.1.6 Ensure that all concrete work (i.e. casting of foundations) is in accordance with Transnet specification S420 (1999). Foundations and bolt groups shall be certified by Professional Engineer or Technologist registered with the Engineering Council of South Africa (ECSA) in the relevant disciplines. These designs shall be submitted before civil work is commenced. All support foundation edges shall be levelled at 45 degrees, and the surfaces must be float finished. All support foundations shall be at the same level. Equipment support foundations shall be finished off 200 mm above the finished ground level of the yard. The

design must be in such a way that standing water is prevented.

- 4.1.7 Arrange for sampling and testing of concrete used, and shall submit full records to the manager. The method of sampling used shall comply with specification S420. No water shall be added to a mix after test cubes have been taken, as this reduces the strength of the very significantly. The Contractor shall submit certificate confirming the strength of the concrete to the Manager in the case where ready-mix concrete is used. Hand mixed concrete is not acceptable.

4.2 Compensation traction substation:

- 4.2.1 Excavate, cast foundations, supply and install 3x secondary surge arrestors in accordance with Transnet's specification BBB 0845 version 3 and drawing BBB 0938 version 6.
- 4.2.2 Supply and install flying busbars complete with clamps from Eskom flying busbars to the AC disconnects to the PCB to the CT's to the surge arrestors to the transformers.
- 4.2.3 The contractor shall supply and install high voltage metal oxide surge arrestors one set between the PCB and main transformer to be freestanding in front of the transformer.

4.3 Tinley Manor traction substation:

- 4.3.1 Excavate, cast foundations, supply and install 3x secondary surge arrestors in accordance with Transnet's specification BBB 0845 version 3 and drawing BBB 0938 version 6.
- 4.3.2 Supply and install flying busbar s complete with clamps from Eskom flying busbars to the AC disconnects to the PCB to the CT's to the surge arrestors to the transformers.
- 4.3.3 The contractor shall supply and install high voltage metal oxide surge arrestors one set between the PCB and main transformer to be freestanding in front of the transformer.

4.4 Hambanati traction substation:

- 4.4.1 Excavate, cast foundations, supply and install 3x secondary surge arrestors in accordance with Transnet's specification BBB 0845 version 3 and drawing BBB 0938 version 6.
- 4.4.2 Supply and install flying busbar s complete with clamps from Eskom flying busbars to the AC disconnects to the PCB to the CT's to the surge arrestors to the transformers.
- 4.4.3 The contractor shall supply and install high voltage metal oxide surge arrestors one set between the PCB and main transformer to be freestanding in front of the transformer.

4.5 Caneland traction substation:

- 4.5.1 Excavate, cast foundations, supply and install 3x secondary surge arrestors in accordance with Transnet's specification BBB 0845 version 3 and drawing BBB 0938 version 6.
- 4.5.2 Supply and install flying busbar s complete with clamps from Eskom flying busbars to the AC disconnects to the PCB to the CT's to the surge arrestors to the transformers.
- 4.5.3 The contractor shall supply and install high voltage metal oxide surge arrestors one set between the PCB and main transformer to be freestanding in front of the transformer.

4.6 Gledhow traction substation:

- 4.6.1 Excavate, cast foundations, supply and install 3x secondary surge arrestors in accordance with Transnet's specification BBB 0845 version 3 and drawing BBB 0938 version 6.
- 4.6.2 Supply and install flying busbar s complete with clamps from Eskom flying busbars to the AC disconnects to the PCB to the CT's to the surge arrestors to the transformers.
- 4.6.3 The contractor shall supply and install high voltage metal oxide surge arrestors one set between the PCB and main transformer to be freestanding in front of the transformer.

4.7 Kelso traction substation:

- 4.7.1 Excavate, cast foundations, supply and install 6x surge arrestors (primary & secondary) in accordance with Transnet's specification BBB 0845 version 3 and drawing BBB 0938 version 6.
- 4.7.2 Supply and install flying busbars complete with clamps from Eskom flying busbars to the AC disconnects to the PCB to the CT's to the surge arrestors to the transformers.
- 4.7.3 The contractor shall supply and install high voltage metal oxide surge arrestors one set on the Eskom incoming side of AC disconnects and remove the one mounted on the transformer install new set to be freestanding in front of the main transformer.

5.0 INSTALLATION

- 5.1 The Contractor shall be responsible for the transport to site, off-loading, handling, storage and security of all material required for the construction/ execution of the works.
- 5.2 The Contractor shall be responsible for all necessary (as decided by the Transnet Manager or Technical Officer) connections between the equipment supplied and other components in the substation including connections to the earth-mat.
- 5.3 All fasteners on steelwork, connections and electrical connections (nuts and bolts) shall be secured using flat as well as lock washers.

6.0 INTERCONNECTION OF EQUIPMENT

- 6.1 All HT electrical interconnections shall be done using conductors similar to that being used in the existing substation yard.
- 6.2 Conductors between separately mounted outdoor shall incorporate a degree of flexibility to avoid any over-stressing of these connections due to the foundation movement or conductor expansion/connection and to facilitate alignment of equipment.
- 6.3 High conductive silicon grease shall be liberally applied to all the connections.
- 6.4 All dissimilar metal connections (Cu to Al) shall be made using bi-metallic clamps that are specifically designed and manufactured to make that connection (ad hoc fabricated clamps are not acceptable).

7.0 SITE TESTS

- 7.1 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.
- 7.2 The Contractor shall be responsible for carrying out of on-site tests and commissioning of all equipment supplied and installed in terms of this specification and the contractual agreement.
- 7.3 Functional on-site tests shall be conducted on all items of equipment and circuitry to prove the proper functioning and installation thereof.
- 7.4 The Contractor shall submit a detailed list of on-site tests for the approval of the Project Manager or Supervisor.
- 7.5 The Contractor shall arrange for the Supervisor or his representative to be present to witness the on-site tests.
- 7.6 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.
- 7.7 The on-site tests shall include the following:
 - 7.7.1 Test for the functionality of all electrical circuitry.
 - 7.7.2 Trip tests on relays.
 - 7.7.3 Test on equipment as per manufacturer's instructions.
 - 7.7.4 Insulation tests.
- 7.8 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.

- 7.9 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.
- 7.10 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.

8.0 COMMISSIONING OF EQUIPMENT

- 8.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.
- 8.2 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 8.3 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.
- 8.4 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.
- 8.5 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

9.0 GUARANTEE AND DEFECTS

- 9.1 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.
- 9.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 9.3 The guarantee period for these standby plants shall expire after: A period of 12 months commencing on the date of completion of the contract or the date the standby plant was handed over to Transnet Freight Rail.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.

10.0 QUALITY AND INSPECTION

- 10.1 Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful Contractor.
- 10.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.
- 10.3 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.
- 10.4 The Contractor shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place.

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Part C3.2: Scope of work

Secondary Specifications: Contract No.

11.0 Specifications

11.0.1 South African National Standards:

- 11.0.1.1 SANS 1091: National colour standard.
- 11.0.1.2 SANS 1019: Standard voltages, currents and insulating levels for electrical supply.
- 11.0.1.3 SANS 121: Hot dip galvanised coatings for fabricated iron or steel articles-Specifications and test methods

12.0.2.0 Transnet Freight Rail:

- 12.0.2.1 BBB 0845 version 4 Requirements for metal oxide surge arrestor without gaps for AC system in accordance with SANS 60099-4.
- 12.0.2.2 BBB 0938 Version 9 Requirement for connection of high voltage surge arrestor installed on a cross arm.
- 12.0.2.3 BBB 3620 Version 5 3 kV DC earthing arrangement system for high voltage outdoor yards.
- 12.0.2.4 BBB 5452 version 6 Transnet's requirement for the installation of electrical equipment for 3kV DC substations.
- 12.0.2.5 BBC 0198 version 1 Specifications for requirements for the supply of electrical cables.
- 12.0.0.6 CEE-TBD-0007 Drawing: 3 kV DC earthing arrangement.
- 12.0.2.7 BBC 0198 version 1 Painting of steel Components of Electrical Equipment.
- 12.0.2.8 CEE.0023.90 Specifications for installation of cables.
- 12.0.2.9 P9 Engineering Instructions.
- 12.0.2.10 CEE.0224.2002 Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract.
- 12.0.2.11 S420 (1999): Specification for concrete work.

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

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

13.0 Constraints on how the *Contractor* Provides the Works

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

14.0 Requirements for the programme

- 14.1 Programme of work : To be submitted by successful Contractor
- 14.2 CIDB rating : 3 EE or above
- 14.3 Format : Gantt chart
- 14.4 Information : How work is going to be executed and commissioned
- 14.5 Submission : 24 HOURS after the award of contract
- 14.6 Site diary : Successful Contractor to supply in triplicates carbon copies
- 14.7 Site instruction book : Successful Contractor to supply in triplicates carbon copies

15.0 Services and other things provided by the *Employer*

- 15.1 Transnet Freight Rail shall inspect all equipment before the equipment can be dispatched to site.
- 15.2 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 15.3 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.

Contract Data

Site Information:

The works shall be performed at:

Compensation, Tinley Manor, Hambanati, Caneland, Gledhow and Kelso 3 kV DC traction substation.

Section 3

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

A Supplier/Service Provider 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/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider 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.

20 CONFORMITY WITH ORDER

Products/Services shall conform strictly with the Order. The Supplier/Service Provider 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/Service Provider warrants that the Products/Services shall be fit for their purpose and of satisfactory quality.

21 DELIVERY AND TITLE

21.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

21.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider 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/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

22 PRICE AND PAYMENT

22.1 Prices specified in an Order cannot be increased. Payment for the Products/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

22.2 Payment of the Supplier's/Service Provider'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/Service Provider, taking into account any deduction or set-off and bank charges.

23 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/Services or any written material provided to Transnet relating to any Products/Services 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/Service Provider 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/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

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

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

24 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider 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/Service Provider 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.

25 PUBLICITY

The Supplier/Service Provider 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.

26 TERMINATION OF ORDER

- 26.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider 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/Service Provider when such work on the Order shall stop.

- 26.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider 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/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 26.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 26.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

27 ACCESS

The Supplier/Service Provider 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/Service Provider's employees. The Supplier/Service Provider 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.

28 INSOLVENCY

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

29 ASSIGNMENT

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

30 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.

31 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/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider 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/Service Provider 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.

32 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 23, 24, **Error! Reference source not found.**, 25 and **Error! Reference source not found.** 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.

33 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.

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

SIGNED at _____ on this _____ day of _____ 20____

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

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

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



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

Section 4
VENDOR APPLICATION FORM

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

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

Vendor Application Form

Company trading name _____

Company registered name _____

Company Registration Number or ID Number if a Sole Proprietor _____

Form of entity [V] CC Trust Pty Ltd Limited Partnership Sole Proprietor

VAT number [if registered] _____

Company telephone number _____

Company fax number _____

Company email address _____

Company website address _____

Bank name _____ Branch & Branch code _____

Account holder _____ Bank account number _____

Postal address _____ Code _____

Physical Address _____

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

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the information briefing session in respect of the proposed Service to be rendered in terms of this RFQ on2013.

.....
 TRANSNET'S REPRESENTATIVE

.....
 RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....





NON-DISCLOSURE AGREEMENT

entered into by and between

TRANSNET SOC LTD

Registration Number 1990/000900/30

and

Registration Number _____

RFQ Number DNR P13-43/12613

"PREVIEW COPY ONLY"

TABLE OF CONTENTS

1 INTERPRETATION3
2 CONFIDENTIAL INFORMATION.....4
3 RECORDS AND RETURN OF INFORMATION5
4 ANNOUNCEMENTS5
5 DURATION5
6 PRINCIPAL.....5
7 ADEQUACY OF DAMAGES.....6
8 PRIVACY AND DATA PROTECTION.....6
9 GENERAL.....6

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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:

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

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

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

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

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

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

3 RECORDS AND RETURN OF INFORMATION

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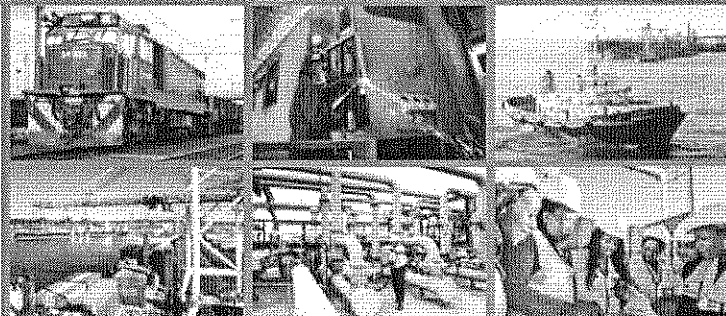
TRANSNET



delivering on our commitment *to you*

Suppliers Code of Conduct

"PREVIEW COPY ONLY"



Suppliers Code of Conduct

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

These are:

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

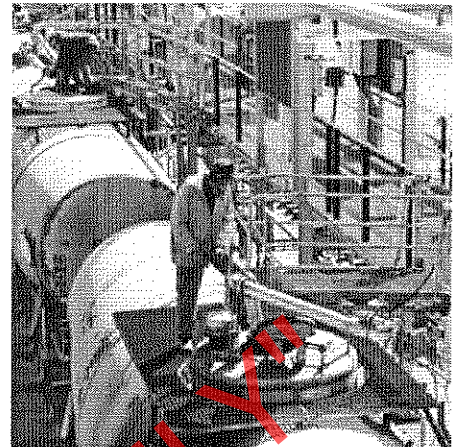
This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

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

Transnet will not participate in corrupt practices. Therefore, it 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, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; 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" Hotline to report these acts - 0800 003 056.

Transnet is firmly committed to free and competitive enterprise.

- >> Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- >> Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

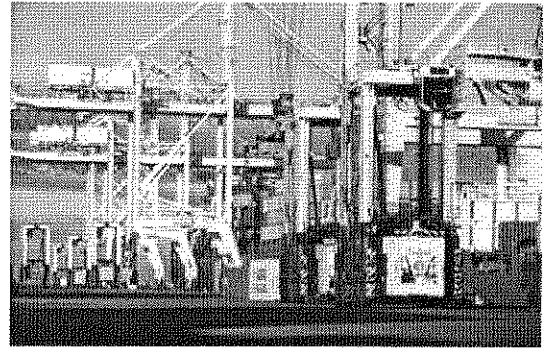
Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.

- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.
- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be 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.



Conflict 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. Examples are:

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



Show that you support good business practice by logging onto www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056