



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No: ERAC – LSE - 10895

FOR THE SUPPLY OF:

**REPLACEMENT OF OLD 6.6/11KV SWITCHGEAR
AND CONTROL GEAR AT LIDGETON SUBSTATION**

WORK REQUIRED AT:

LIDGETON SUBSTATION

PERIOD OF CONTRACT:

ONCE - OFF

ISSUE DATE:

04 OCTOBER 2013

CLOSING DATE:

24 OCTOBER 2013

CLOSING TIME:

10:00

SITE BRIEFING:

LIDGETON SUBSTATION

DATE AND TIME:

14 OCTOBER 2013 @ 10H00 AM

VALIDITY:

24 JANUARY 2014

NB:

DOCUMENTS TO BE SUBMITTED IN DUPLICATES

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 Helen Sigcau	Nthabiseng Maboea
Email:	Helen.Sigcau@transnet.net	Nthabiseng.Maboea@transnet.net
Tel:	(031) 361 5839	(036) 271 2343/ 083 391 4200

RFQ documents may be obtained on or after Friday 04 October 2013 at the Reception, Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg.

A non-refundable tender fee R150.00 (Inclusive of Vat) is applicable for tender (**ERAC-LSE 10895**). Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch Code 004805.

- 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:

$$PS = 80 \left(1 - \frac{Pr - P_{min}}{P_{min}} \right)$$

Where:

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.

P_s = Score for the Bid under consideration
 P_t = Price of Bid under consideration
 P_{min} = Price of lowest acceptable Bid

- B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below: *[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 90 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	
Letter of Good Standing	
CIDB - 3EP	
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.

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 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]	

Returnable Documents	Submitted [Yes or No]
- 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	

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

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:

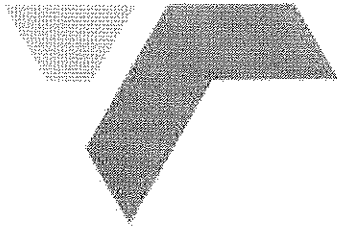
Item No	Description of Goods	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Replacement of Old 6.6/11KV Switchgear and Control Gear at Lidgeton Substation	each	1		

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

Notes to Pricing:

Completion Period (number of Calendar days) _____

- 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.



TRANSNET

freight rail

A division of Transnet limited

SPECIFICATION

**REPLACEMENT OF OLD 6.6/11KV SWITCHGEAR
AND CONTROL GEAR AT LIDGETON
SUBSTATION IN ACCORDANCE WITH IEC 62271-
200, UNDER THE CONTROL OF DEPOT ENGINEER,
LADYSMITH**

1.0 SCOPE

- 1.1.1 This project specification covers Transnet's requirements for the design, supply of indoor 3 phase medium voltage metal enclosed 6.6kV and 11kV switchgear and controlgear , installation, testing and commissioning at Lidgeton substation. This includes the removal and transportation of old equipment to Ladysmith Depot, under the control of Depot Engineer, Ladysmith.

2.0 STANDARDS AND PUBLICATIONS

The latest versions of the following publications and Standards are referred to herein.

2.1 INTERNATIONAL ELECTROTECHNICAL COMMISSION

IEC 60044-1 *	Instrument transformers Part 1. Current Transformers.
IEC 60044-2 *	Instrument transformers Part 2. Inductive voltage transformers.
IEC 60044-3 *	Instrument transformers Part 3. Combined transformers.
IEC 60044-7 *	Instrument transformers Part 7. Electronic voltage transformers.
IEC 60044-8 *	Instrument transformers Part 8. Electronic current transformers.
IEC 60051	Direct acting indicating analogue electrical measuring instruments and their accessories.
IEC 60243-1	Electrical strength of insulating materials- Test methods - Part 1-Tests at power frequencies.
IEC 60255-5	Electrical Relays. Part 5: Insulation coordination for measuring relays and protection equipment - Requirements and tests
IEC 60282-1 *	High-voltage fuses - Current limiting fuses.
IEC 60529 *	Degrees of protection provided by enclosures (IP code).
IEC 60947-5-1 *	Low-voltage switchgear and control gear Part 5-1. Control circuit devices and switching elements. Electromechanical control circuit devices.
IEC 61000-4	Electromagnetic compatibility Part 4. Testing and measuring techniques.
IEC 62053-21	Electricity metering equipment. Part 21
IEC 62271-100 *	High voltage alternating current circuit breakers.
IEC 62271-102 *	Alternating current disconnectors and earthing switches.
IEC 62271-105 *	Alternating current switch-fuse combinations.
IEC 62271-200 *	AC metal enclosed switchgear and control gear for rated voltages above 1kV and up to and including 52kV.

* These specifications are also available as a South African National Standard

2.2 SOUTH AFRICAN NATIONAL STANDARDS (SANS)

SANS 156	Moulded-case circuit breakers.
SANS 1091	National colour standards for paint.
SANS 1274	Coatings applied by powder coating process.
SANS 1507	Electrical cables with extruded solid dielectric insulation for fixed installations. (300V/550V- 1,900V/3,300V) Part 1 General.

2.3 BRITISH STANDARDS INSTITUTION

BS 159	Busbars and busbar connections.
--------	---------------------------------

2.4 TRANSNET

SPECIFICATIONS:

CEE.0085	Specification for self-contained battery and battery charger units.
CEE.0224	Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contracts.

DRAWINGS:

CEE-PA-13	Test Block for HV Switchgear
CEE-PA-56.	Typical Connection Diagram. Protective relays to current transformers.

3.0 APPENDICES

The following appendices form an integral part of this specification and shall be read in conjunction with it.

3.1 Appendix 1 - "Schedule of requirements"

This appendix details the specific requirements. To be filled in by Transnet (client)

3.2 Appendix 2 - "Technical Data Sheet"

This appendix calls for specific technical information to be furnished with tenders.

3.2.1 Equipment described in this appendix is that which shall be supplied and no changes or substitutions will be allowed without the written consent of Transnet.

3.2.2 Acceptance of the equipment detailed in this appendix by Transnet in no way relieves the tenderer of his obligation to fulfil his statement of compliance with the specification.

3.3 Appendix 3

3.3.1 This appendix calls for the required tests to be conducted on the switchgear.

4.0 TENDERING PROCEDURE

4.1 Contractors shall duly fill in the attached 'Schedule of quantities and prices'. Items not reflected in this Schedule, but covered in the project specification or agreed at site meetings, shall be added to the 'Schedule of quantities and prices' by the Contractor and quoted for accordingly.

4.2 An addendum reflecting changes to the project specification and 'Schedule of quantities and prices' shall be forwarded to Contractors after the site meeting and Contractors should quote accordingly.

4.3 Contractors shall provide a provisional Gantt or a similar chart showing when the substation will be done and energised, when submitting the tender. A final chart should be submitted to the

Manager or Technical Officer within 14 days after the award has been made to the successful Contractor.

- 4.4 Contractors shall submit qualifications of the staff that will be performing the works. Qualified technical personnel shall perform the works on the electrical equipment or installations. During the duration of the contract, the successful Contractor will be required to inform the Technical Officer of any staff changes and provide the qualifications of the replacement staff for approval.
- 4.5 Tenderers shall indicate clause by clause compliance with this specification. This shall take the form of a separate document listing all the specification clause numbers indicating the individual statement of compliance or non-compliance.
- 4.6 Contractors shall motivate a statement of non-compliance.
- 4.7 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.
- 4.8 Tenderers shall complete Appendix 2. "Technical Data Sheet"
- 4.9 Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 4.10 Failure to comply with the requirements could preclude a tender from consideration.

5.0 SERVICE CONDITIONS

5.1 ATMOSPHERIC CONDITIONS

The equipment shall be designed and rated for installation and continuous operation under the following conditions:

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

5.2 ELECTRICAL CONDITIONS

The nominal operational conditions are specified in clauses 1.3, 1.4 and 1.6 of Appendix 1.

5.3 MECHANICAL CONDITIONS

The switchgear is installed in close proximity to railway tracks and can be subjected to vibration.

6.0 GENERAL REQUIREMENTS OF SWITCHGEAR AND CONTROLGEAR

GENERAL

- 6.1 The switchgear and controlgear shall be designed, manufactured and tested in accordance with IEC 62271-200.
- 6.2 The design of the equipment shall make provision for the safety of the persons concerned in the

normal operation and maintenance of the equipment.

- 6.3 The equipment shall be capable of operating under full load and fault conditions.
- 6.4 It shall not be possible to manually operate the circuit breaker unless it is in the "service" or "earthed" position.
- 6.5 The switchgear and controlgear shall be of the following:
 - Withdrawable vacuum interrupted switchgear and control gear.

7.0 WITHDRAWABLE VACUUM INTERRUPTED SWITCHGEAR AND CONTROL GEAR

- 7.1 It shall not be possible to rack in the circuit breaker unless the truck is properly located in the panel in the correct position.
- 7.2 Position indication shall be provided to mechanically indicate the position of the withdrawable circuit breakers, disconnectors and earthing switches and fuse combinations i.e. racked-in, racked-out (isolated), earthed, on/off. The indication shall be readily visible from the front of each panel.
- 7.3 Shutters of the free fall design shall be provided to cover the "Busbar" and "Circuit" high-voltage sockets into which the contacts of the circuit breaker engages. These shutters shall automatically cover the sockets with a positive action when the switchgear is withdrawn.
- 7.4 Facilities for independently padlocking each shutter in the closed position shall be provided.
- 7.5 Busbar shutters shall be red (colour A11 in SANS 1091) and shall be clearly marked "Busbars". The "Circuit" shutters shall be yellow (Colour B49 in SANS 1091) and shall be unmarked.
- 7.6 The withdrawable circuit breaker shall be mounted on a transporting truck device, and fitted with wheels.
- 7.7 Flexible test rigs/cables shall be provided for testing the operation of the circuit breaker when fully withdrawn from the panels.

8.0 INSTALLATION

8.1 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.

8.2 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.

8.3 All fasteners on steelwork, components and electrical connections (nuts and bolts) shall be secured using flat as well as lock washers.

9.1 GENERAL

Switching devices shall be ganged triple-pole construction.

- 9.1.1 Motors used for spring charging or other applications shall be protected by thermal overload and low voltage circuit protection.
- 9.1.2 Where motor driven operation is supplied, interlocking shall be provided to prevent three position switch-disconnectors from being switched from the closed position directly to the earthed position.
- 9.1.3 It shall be possible to manually charge the spring-operated mechanism.
- 9.1.4 A mechanical operated device shall indicate whether the spring is charged or free and this shall

be visible without opening the operating cubicle doors.

- 9.1.5 The spring release coil shall be suitable for operation from the substation battery supply, which can vary between 80% and 120% of the stated nominal voltage. (See Appendix 1.Clause 1.6).
- 9.1.6 It shall be possible to control the spring close/open mechanism from local control and from a remote source depending on the position of the "local/Remote" selector switch.
- 9.1.7 Tripping shall be by means of shunt trip coils.
- 9.1.8 A minimum of two spare normally open and normally closed auxiliary contacts shall be provided on each switching device. The spare contacts shall be wired to a terminal strip in the panel. For withdrawable switchgear and controlgear auxiliary plugs and sockets shall be used.
- 9.1.9 Each individual switching device panel shall be fitted with "close" and "open" controls.
- 9.1.10 Where "close" and "open" pushbuttons protrude to the outside of the panel they shall be shrouded.

9.2 CIRCUIT BREAKERS

- 9.2.1 The circuit breakers shall be designed, manufactured and tested in accordance with IEC 62271-100.
- 9.2.2 Only Vacuum as the interruption medium shall be used.
- 9.2.3 Circuit breakers shall be equipped with trip-free closing mechanisms. Electrical closing as well as manual closing is required for maintenance purposes.
- 9.2.4 Prestriking and chopping current shall be kept to a minimum. The tenderer shall give full details regarding these characteristics at time of tendering.
- 9.2.5 The first pole to clear factor shall be 1,5.
- 9.2.6 The making time shall not be greater than 100 milliseconds.
- 9.2.7 The breaking time shall not be greater than 40 milliseconds.
- 9.2.8 If a direct means of indicating contact wear and the necessity for replacement is not provided in withdrawable switchgear, a concise description of how this can be determined shall be provided on a label permanently fixed to the switchgear or switch panel.
- 9.2.9 Where a remote pendant control system for the opening and closing of the circuit breakers is required as indicated in clause 1.9 of Appendix1, the design of the system shall be in conjunction with Transnet staff.

9.3 FUSES-SWITCH COMBINATIONS

- 9.3.1 Fuse-switch combinations shall be designed, manufactured and tested in accordance with IEC 602771-105.
- 9.3.2 The switches shall be of the load break-fault make type.
- 9.3.3 Undervoltage releases shall not be fitted.
- 9.3.4 Fuse-switch combinations shall be fitted with striker pins for automatic tripping purposes.
- 9.3.5 High rupturing capacity (HRC) fuses used, shall be in accordance with IEC 60282-1.

9.4 DISCONNECTORS (ISOLATORS) AND EARTHING SWITCHES

- 9.4.1 Disconnectors and earthing switches shall be designed, manufactured and tested in accordance with IEC 602771-102.
- 9.4.2 Earthing switches shall be of the fault make type.
- 9.4.3 The operation of the disconnectors shall be manually operated.

9.4.4 The operating mechanism shall be positioned on the front of the panel and be lockable in all switching positions.

9.4.5 Reliable mechanical indication of these positions shall be visible from the front of the panel.

9.4.6 A notice with the following inscription shall be provided adjacent to the operating mechanism: -

"DO NOT OPERATE UNDER LOAD"

10.0 PROTECTION SYSTEM.

10.1 The protection relays shall be designed, manufactured and tested in accordance with IEC 60255-5.

10.2 The contractor shall be responsible for the design, supply and installation of the protection system. In the event of any discrepancies or disputes concerning the protection Transnet reserves the right to the final decision. Transnet will provide the settings for the protection system.

10.3 The protection system designs shall be submitted to Transnet for approval.

10.4 Protection relays shall be supplied as specified in appendix 1. (Protection schedule).

10.5 The protection relays shall be flush mounted type and shall be contained in a dust-proof metal case. The degree of protection of the relay enclosure shall be IP 34 in accordance with IEC 60529.

10.6 The protection relays shall be capable of being reset without the necessity for opening the case.

10.7 It shall not be possible to operate any relay by hand to trip without opening the case.

10.8 The protection relays shall unless otherwise approved, be provided with double contacts independent of each other, for controlling duplicate tripping circuits if necessary.

10.9 High speed tripping relays shall be self-latching and unless otherwise specified, the coil circuit shall be broken by self-contained contacts.

10.10 Relays used for master tripping shall be of the electromechanical type which can only be reset manually.

10.11 Protection relays shall be continuously rated for the rated current setting.

10.12 The protection relays shall have manual reset flag indication on each element, save for fuse switch combination protective systems.

10.13 The relays shall have an additional set of normally open contacts for remote indication of the relay operation. These contacts shall be capable of handling 50 W in the range of 24 to 110 V DC, and shall be wired to a terminal strip at the back of the panel.

10.14 The protection settings of the relays shall be menu driven and it shall be possible to manually program the protection relays from the front of the panel and by means of computer equipment if required.

10.15 Suitable surge protection shall be provided across the relay supply voltage to protect the electronic relays from incoming voltage transients. The surge protection shall be of the Dehn Guard 150 or equivalent.

10.16 Where multi-function, microprocessor protection relays are supplied they shall provide protection, measuring, supervisory and basic control functions.

10.17 It shall be possible to configure the relays for applications specific for Transnet protection systems.

10.18 The relays shall comply with IEC 61000-4 for electrostatic discharge tests

USER INTERFACE

- 10.19 The user interface and menu text shall be in English.
- 10.20 A display shall be provided for input data maintenance information and reporting functions.
- 10.21 Alarm indication shall be provided on the front cover of the relay.

DATA COMMUNICATION

- 10.22 Where specified, data communication shall be possible between the protection relay(s) and remote transmission or supervisory equipment. SCADA (Supervisory and Data Acquisition equipment).
- 10.23 Transnet shall be consulted for a decision on the compatibility of the protocol offered with the existing telecontrol system in the substations.

PROTECTION RELAYS FUNCTIONALITY.

The clauses below cover the requirements for multifunction or individual relays.

- 10.24 The protection relays shall function with one Ampere or five Amperes secondary windings of current transformers or with a Rogowski coil sensor.
- 10.25 The relays shall be provided with self monitoring "watchdog" facilities. Automatic tests shall be performed on start up and on a cyclic self monitoring process. Both software and hardware shall be monitored for errors.
- 10.26 Access to the relay settings shall be password protected to prevent casual access to the relay control.

11.0 PROTECTION RELAYS

11.1 OVERCURRENT AND EARTH FAULT RELAYS

- 11.1.1 Inverse definite minimum time (I.D.M.T) overcurrent and earth fault relays shall be of the microprocessor protection type having adjustable operating settings for standard, very or extreme inverse current/time characteristics. The relays shall incorporate an adjustable high-set element for definite time operation.
- 11.1.2 Sensitive earth fault relays shall be of the microprocessor protection type and have a current setting of 0,5 percent - 8 percent and an operating time adjustable from 1 - 99 seconds.

11.2 DIFFERENTIAL PILOT WIRE FEEDER PROTECTION

- 11.2.1 Only those systems, which do not require the use of, screened pilot wires and which utilise current transformers with earthed secondary windings will be considered.
- 11.2.2 The relays incorporated for this system shall: -
 - 11.2.2.1 have minimum settings not exceeding 90 percent for phase faults and 40 percent for earth faults where 100 percent corresponds to rated secondary current.
 - 11.2.2.2 provide "instantaneous" tripping.
 - 11.2.2.3 be compensated for any inherent out-of-balance in the current transformers supplied and shall be automatically biased against tripping on through-faults.
- 11.2.3 It shall be the responsibility of the tenderer to ensure that the current transformers and relays supplied will match exactly the equipment installed at the other end of the cable to be protected and that the whole protection system will be stable on through-faults but will operate satisfactorily on feeder faults.

- 11.2.4 Information for matching the system with an existing installation is contained in appendix 1.

11.3 AUTO-RECLOSURE RELAY

- 11.3.1 This system shall consist of instantaneous and time lag over-current and earth fault relays and auto-reclosing relay.

- 11.3.2 After a preselected number of times if the fault remains the auto-reclosing relay will lockout.
- 11.3.3 If the fault clears during the reclosing cycle the auto-reclosing relay shall reset to initial condition.
- 11.3.4 The relay shall be provided with the following functions: -
 - 11.3.4.1 the facility to select the number and sequence of the instantaneous and of the delayed trips which form the reclosing cycle, up to at least 4;
 - 11.3.4.2 adjustable setting to set the duration of the time interval between the tripping and reclosing in the range 0-30 seconds;
 - 11.3.4.3 adjustable setting to set the definite minimum time of the delayed tripping between 0-10 seconds.
- 11.3.5 The auto-reclosing system shall be provided with a non resettable cumulative operation counter.
- 11.3.6 The auto-reclosing system shall be inhibited in the event of a sensitive earth fault operation.

11.4 BUSBAR FRAME LEAKAGE PROTECTION

- 11.4.1 Instantaneous earth fault protection for the complete busbar panel.
- 11.4.2 The system shall consist of an instantaneous relay with adjustable current setting from 0 to 100 percent where 100 percent corresponds to the secondary rating of the current transformer associated with the relay.
- 11.4.3 A master trip relay shall be incorporated in circuitry so that when energised by the operation of the frame leakage relay it shall trip all the switching devices and inhibit them from been closed from remote until the manual resetting of the master trip relay.
- 11.4.4 The master trip relay shall be a mechanical latched relay with flags and manual reset.

BUSBAR ZONED FRAME LEAKAGE PROTECTION

- 11.4.5 Instantaneous earth fault protection to isolate only the faulty section of a sectionalised busbar panel.
- 11.4.6 This system shall consist of individual zone relays, which shall trip all switching devices in their respective zones to isolate the fault from all sources of supply.
- 11.4.7 A master trip relay shall be incorporated in circuitry of each zone frame leakage relay so that when energised by the operation of the zone relay it shall trip all the switching devices for that zone and inhibit them from been closed from remote until the manual resetting of the master trip relay.
- 11.4.8 The master trip relay shall be a mechanical latched relay with flags and manual reset.
- 11.4.9 The bus-section switching device shall always be a separate zone.
- 11.4.10 Insulating material between zones and earth shall be high grade non-deteriorating and non-hygroscopic, at least 2 mm thick cut to size and ready for installation.
- 11.4.11 The Insulating material shall have an electric strength of not less than 4 kV when tested in accordance with IEC 60243-1 for 1 minute.
- 11.4.12 All insulating material required for the installation of the switchgear, shall be supplied with the switchgear panels.

11.5 TRANSFORMER PROTECTION

(3 phase, 2 winding power transformers)

11.5.1 OVER-CURRENT AND EARTH FAULT PROTECTION.

- 11.5.1.1 The relay shall consist of the following elements: -
 - 11.5.1.1.1 Two extremely inverse definite minimum time lag over-current elements.

- 11.5.1.1.2 Two high set instantaneous over-current elements with low transient over reach characteristics.
- 11.5.1.1.3 One extremely inverse definite minimum time lag earth fault element.
- 11.5.2 RESTRICTED EARTH FAULT PROTECTION OF STAR WINDINGS.**
- 11.5.2.1 The relay shall: -
- 11.5.2.1.1 Be of the high impedance instantaneous type.
- 11.5.2.1.2 Be fitted with low pass filter or be tuned to 50 Hz.
- 11.5.2.1.3 Stability on through fault shall be maintained up to the fault rating of the switchgear.
- 11.5.2.1.4 Sensitivity shall be equal to the rated current of the current transformer.
- 11.5.2.2 The successful tenderer shall supply the current transformer for installation in the neutral connection of the power transformer.
- 11.5.2.2.1 The insulation rating of the neutral current transformer shall be capable of withstanding the power frequency withstand test specified in IEC 60044-1 for electrical equipment with a rated insulation level for the highest voltage of 12kV.
- 11.5.2.2.2 The tenderer shall advise the maximum lead burden.
- 11.5.2.2.3 Should the current transformer be installed by others the Contractor shall be responsible for the correct operation of the restricted earth fault protection system.
- 11.5.3 BIASED DIFFERENTIAL PROTECTION.**
- 11.5.3.1 The relay shall: -
- 11.5.3.1.1 Have a high speed characteristic.
- 11.5.3.1.2 Be biased to provide stability during through faults.
- 11.5.3.1.3 Not be operated by normal magnetising inrush currents.
- 11.5.3.2 Current transformers for the higher voltage winding of the power transformer will be installed by others but the tenderer shall advise the maximum lead burden.
- 11.5.4 OVER TEMPERATURE, GAS DETECTION AND OVERPRESSURE PROTECTION.**
- 11.5.4.1 Circuit breakers controlling transformers shall be provided with the instantaneous trip auxiliary relays with mechanical flags for indication purposes.
- 11.5.4.2 The relays for oil / winding temperature shall trip and inhibit the reclosing of the circuit breaker until the oil or winding temperature of the transformer has cooled down sufficiently for the relay to reset by itself.
- 11.5.4.3 The relays for the transformer Bucholz shall trip and inhibit the reclosing of the circuit breaker until Bucholz relay has been reset manually.
- 11.5.5 TANK-EARTH PROTECTION.**
- 11.5.5.1 The circuit-breaker panel shall be provided with an instantaneous type relay.
- 11.5.5.2 The current transformer associated with the above relay for installation between the transformer tank and earth shall be supplied loose to Transnet when called for in appendix 1.
- 12.0 INDICATING INSTRUMENTS**
- 12.1 All indicating instruments shall be of the analogue type and shall comply with the requirements of IEC 60051.
- 12.2 All indicating instruments shall: -
- 12.2.1 Be flush-mounted and dustproof. The degree of protection shall be IP 34 in accordance with

IEC 60529.

- 12.2.2 Have a minimum accuracy class of 2,5.
- 12.2.3 Have a scale length of not less than 85 mm.
- 12.2.4 Be marked with the ratios of the associated current and/or voltage transformers.
- 12.3 The ammeter full-scale deflection shall be the first standard value above the normal primary current rating of the associated current transformers.
- 12.4 Voltmeter full-scale deflection shall indicate nominal voltage at approximately 75 percent of the scale length and shall be marked with a red line.
- 12.5 Maximum demand ammeters shall be of the 15-minute thermal type and shall be integrated with the indicating ammeters.

13.0 ENERGY METERS

- 13.1 Energy meters shall only be supplied if required as specified in appendix 1.
- 13.2 Energy meters shall comply with the requirements specified in IEC 62053-21.
- 13.3 Suitable surge protection shall be provided across the low voltage supplies for the energy meters. The surge protection shall be of the Dehn Guard 150 or equivalent.

14.0 CURRENT TRANSFORMERS

- 14.1 Current transformers shall be designed, manufactured in accordance with IEC 60044-1.
- 14.2 The current transformers shall have an accuracy class 3 for measuring purposes.
- 14.3 The current transformers shall have an accuracy class 0,5 for metering purposes.
- 14.4 The current transformers shall have an accuracy class 10P for protection purposes.
- 14.5 Be installed on the cable side.
- 14.6 Be suitably rated to ensure the correct operation of the equipment constituting the burden.
- 14.7 Withstand the short-circuit currents corresponding to the fault level specified in Appendix 1.
- 14.8 Ring type current transformers shall have separate insulation between live conductors of the main circuit and inner surface of the current transformers.
- 14.8.1 This insulation shall be capable of withstanding the power-frequency withstand tests as specified in IEC 60044-1.
- 14.9 A rigid system of mounting shall be used to ensure that concentricity is maintained.

15.0 VOLTAGE TRANSFORMERS

- 15.1 All voltage transformers shall be designed, manufactured and tested in accordance with IEC 60044-2.
- 15.2 Voltage transformer secondaries shall have the following minimum accuracy.

15.2.1	Metering	Class 0,5
15.2.2	Indicating instruments	Class 3
15.2.3	Protective systems	Class 6P
- 15.3 The transformers shall be of the plug-in type for easy isolation and removal. When isolated, the plug connections on the switchboard shall be fully shrouded by means of automatic shutters with padlocking facilities.

- 15.4 The secondary winding of the voltage transformer shall be provided with fuses.
- 15.5 Phase or neutral earthing of the secondary winding through a removable link shall be provided. No fuses or miniature circuit breakers shall be fitted in this connection to earth.
- 15.6 The burden shall be suitable for the connected load but shall not be less than 50 VA per phase.

16.0 SENSOR TECHNOLOGY (ROGOWSKI COIL PRINCIPLE)

Where Rogowski coils are supplied they shall comply with the following specifications:

- IEC 60044-3. Instrument transformers. Part 3. Combined transformers.
- IEC 60044-7. Instrument transformers. Part 7. Electronic voltage transformers.
- IEC 60044-8. Instrument transformers. Part 8. Electronic current transformers.

17.0 METAL ENCLOSURES (PANELS)

17.1 DESIGN

- 17.1.1 The switchgear and controlgear panels shall be modular, free standing, metalclad, cubicle type with a minimum thickness of 2 mm.
- 17.1.2 All panels shall be so constructed to ensure interchangeability of all components of the same type between different panels.
- 17.1.3 The switchgear and controlgear panels shall be bolted together to form a continuous, self-supporting and self-contained switchgear and controlgear board of uniform appearance.
- 17.1.4 The switchboards shall be of the indoor, totally enclosed, floor mounted, fully extendable.
- 17.1.5 The switchboards shall be vermin proof.
- 17.1.6 All removable covers shall be secured by means of bolts and nuts. Nuts shall be either welded in position or secured by means of a mechanical fixing device. Self-tapping screws are not acceptable.
- 17.1.7 Provision shall be made for lifting or slinging of each panel.
- 17.1.8 The design of the panels shall allow easy access to current transformers and cable terminations. The removal and replacement shall be able to be carried out in situ.
- 17.1.9 The High-voltage and low-voltage equipment shall be housed in separate compartments.
- 17.1.10 Entry through barriers between cubicles shall be via purpose designed bushings.
- 17.1.11 Degree of protection of persons against hazardous approach to live busbars shall be IP3X as recommended in IEC 60529.
- 17.1.12 The panels shall be built to withstand internal faults. Upward venting shall be provided for withdrawable switchgear.
- 17.1.13 Vent outlets shall be suitably designed to prevent accidental inward opening.
- 17.1.14 The rated insulation levels shall be in accordance with IEC 62271-200.
- 17.1.15 Where panel doors are fitted, stops shall be provided to prevent over swing when opening to prevent interference with adjacent panels. The panel doors shall be suitably reinforced to prevent distortion when open.
- 17.1.16 Adequate openings between panels shall be provided for any interconnecting wiring.
- 17.1.17 The openings shall have P.V.C grommets to protect the wiring from being damaged.
- 17.1.18 Where two or more panels are bolted together they shall be bonded by a 25mm x 6mm copper busbar.

- 17.1.19 All protection relays, indicating lights, indicating instruments, control switches and pushbuttons shall be visible without opening doors where fitted on the control panel.
- 17.1.20 The low-voltage switchgear and control gear shall be in accordance with IEC 60947-5-1.
- 17.1.21 Thermostatic controlled anti-condensation heaters shall be provided in the busbar and cable chambers.
- 17.1.22 The wiring from the heater elements to terminals shall be high temperature insulation covered.
- 17.2 BUSBARS**
- 17.2.1 All busbars shall be designed, manufactured, marked and tested in accordance with BS 159.
- 17.2.2 Busbars and droppers shall be made of copper and shall be of suitable cross sections with regard to temperature rise at the specified altitude and of sufficient mechanical strength for normal and fault conditions.
- 17.2.3 The busbars shall be fully encapsulated.
- 17.2.4 The busbars shall be contained in a separate compartment and shall be easily accessible.
- 17.2.5 There shall be no barriers down the busbar runs except on either side of the busbar section switch. Barriers shall not be used to provide mechanical support for busbars or connections.
- 17.3 INTEGRAL EARTHING**
- 17.3.1 Fault-make integral earthing shall be provided to earth the circuit on the cable side of all switching devices.
- 17.3.2 Where separate earthing switches are used they shall be so interlocked as to prevent operation when the main circuit is closed.
- 17.3.3 Fault-make integral earthing on the busbar side shall be provided for each busbar section where specified. Refer to clause 1.9 of Appendix 1.
- 17.3.4 The busbar earthing shall be interlocked to prevent the earthing of an energised busbar.
- 17.3.5 Where separate earthing switches are not provided the switching devices shall be capable of earthing either the cable or busbar side.
- 17.3.6 The integral earthing shall be capable of being padlocked in the earthed position.
- 17.4 CABLE TERMINATION BOXES.**
- 17.4.1 All cable termination boxes/ compartments shall be arranged to allow cables to enter from the cable trench behind or below the panel. It shall be possible to make off all cables of any circuit without exposure to any circuit with the busbar energised.
- 17.4.2 Provision shall be made for a suitable earth strap terminal or connector where armoured cable is to be used.
- 17.4.3 Adequate space shall be allowed from the cable terminations to facilitate connecting onto the boards.
- 17.5 ELECTRICAL INTERTRIP**
- 17.5.1 When electrical intertrip between two circuit breakers is specified in Appendix 1 and/or in the relevant drawings, tripping of the driving unit shall close a set of contacts, to instantaneously energise the trip circuit of the follower unit.
- 17.5.2 All circuit breakers controlling transformers shall be provided with the equipment specified above for driving units.

17.6 REMOTE CONTROL OF ELECTRICAL SWITCHGEAR

- 17.6.1 Remote control of electrical switchgear shall be equipped with circuits and wired up for the remote open and close operation and indication from the "Centralised Electrical Control Office".
- 17.6.2 The circuits shall include the following:
 - 17.6.2.1 A minimum of one set of normally open (N/O) and normally closed (N/C) auxiliary contacts to indicate the "open" or "closed" condition of the switching device and for the closing and tripping operations.
 - 17.6.2.2 All remote circuits shall be wired to a terminal strip at the back of the panel.
 - 17.6.2.3 A selector switch on the front of the panel to select between "local" and "remote" operation.

17.7 CLOSING AND TRIPPING SUPPLIES

- 17.7.1 Battery voltage closing and tripping shall be utilised unless otherwise specified.
- 17.7.2 The battery and battery charging unit shall comply with the requirements of Transnet's specification No. CEE.0085.
- 17.7.3 The preferred battery supply voltage for the switchboard is 110V DC unless otherwise specified.
- 17.7.4 A battery undervoltage relay shall be provided. The relay shall be adjustable between 80% and 100% of the nominal battery supply voltage. Hysteresis adjustment shall be incorporated.
- 17.7.5 In the event of low or no battery voltage the battery undervoltage relay shall trip and inhibit the reclosing of all the circuit breakers.

17.8 TEST TERMINAL BLOCKS

- 17.8.1 Readily accessible, suitably enclosed test terminal blocks as shown on drawing CEE-PA-13 shall be provided on the front panel of each switch unit for the purpose of testing all protective systems.
- 17.8.2 Test terminal blocks need not be provided for frame protection systems if the associated current transformers are mounted externally.
- 17.8.3 The test blocks shall be wired to the protection relays and associated current transformers as indicated in the typical connection drawing CEE-PA-56.

17.9 CONTROL SWITCHES

- 17.9.1 All control switches shall be designed, manufactured and tested in accordance with IEC 60947-5.
- 17.9.2 Rotary pistol grip type switches or push buttons shall be used on electrically operated switching devices.
- 17.9.3 The electrical and mechanical endurance of the control switches shall be not less than 100 000 operations.

17.10 MOULDED-CASE CIRCUIT-BREAKERS

- 17.10.1 Moulded-case circuit-breakers shall:
 - 17.10.1.1 Be designed, manufactured and tested in accordance with SANS 156.
 - 17.10.1.2 Be trip free.
 - 17.10.1.3 Be mounted in the relay compartment and be readily accessible.

17.11 LOW VOLTAGE WIRING

- 17.11.1 Low voltage wiring shall be the stranded copper conductor type and shall comply with SANS 1507.
- 17.11.2 Wiring shall be:
 - 17.11.2.1 Numbered at the terminals using white non-split, PVC ferrule type markers with black lettering.
 - 17.11.2.2 Numbered strictly in accordance with the approved wiring and schematic diagrams.
 - 17.11.2.3 Neatly done and suitably strapped or housed in wire channels.
 - 17.11.2.4 Enclosed in plastic conduit when in the high voltage compartments.
 - 17.11.2.5 Terminated by means of compression lugs or soldering on terminal blocks or strips.
 - 17.11.2.6 Of minimum size of 1,5 mm square for instrument or control circuits.
 - 17.11.2.7 Of minimum size of 2,5 mm square for current transformer circuits.
 - 17.11.2.8 Heat-resistant from heaters to terminals.
 - 17.11.2.9 Suitably strapped and enclosed in flexible conduit when looping from panels to doors.
 - 17.11.2.10 Continuous without joints.
- 17.11.3 Current transformer star points on secondary windings shall be earthed in the immediate vicinity of the transformer as well as onto the main circuit earth.
- 17.11.4 Terminal blocks or strips shall :
 - 17.11.4.1 Have a minimum of 10 percent spare terminals for future additions.
 - 17.11.4.2 Be of the box type incorporating a pressure pad between the conductors and clamping screws.

18.0 NAMEPLATES AND LABELS

- 18.1 All nameplates and labels shall be in English and the lettering, shall be a minimum height of 6mm.
- 18.2 Each switchgear and controlgear panel shall be fitted with a nameplate in a conspicuous position indicating:
 - Maker's name.
 - Maker's type number.
 - Maker's serial number.
 - Service voltage.
 - Number of phases.
 - Continuous rating.
 - Rating kA seconds.
- 18.3 Identical nameplates as that on all current and voltage transformers shall be mounted in a conspicuous position inside the protection relay compartment. The phase colour with which each current/voltage transformer is associated shall appear beneath each nameplate.
- 18.4 Engraved labels, showing panel designation shall be fitted to the front and the rear of the fixed part of each cubicle and associated withdrawable equipment.
- 18.5 Labels shall be fitted by screws or rivets.
- 18.6 All control equipment, relays, terminal strips etc shall be clearly marked in accordance with the wiring and schematic drawings.

- 18.7 Voltmeter labels shall state whether busbar or cable voltage is indicated.
- 18.8 All labels shall be manufactured from composite sandwich plastic material with the following colour combinations:
- 18.8.1 Identification labels: Black lettering on white background. Lettering shall be a minimum height of 6mm.
- 18.8.2 Danger Notices: White lettering on red background. Lettering shall be a minimum height of 10mm.

19.0 PAINTING AND OTHER PROTECTIVE COATINGS

- 19.1 All equipment shall be powder coated in accordance with specification SANS 1274.
- 19.2 The switchboard panels shall be painted light orange colour code B26 in accordance with SANS 1091.
- 19.3 The paint finish shall be in excess of 40 microns and suitable for coastal conditions.

20.0 TESTS

- 20.1 All equipment shall be tested as detailed in Appendix 3.

21.0 INSPECTION

- 21.1 Transnet reserves the right to inspect the equipment at any stage during manufacture.

22.0 DRAWINGS AND INSTRUCTIONS

- 22.1 Drawings, instruction manuals and spares lists shall be supplied in accordance with Transnet's specification CEE.0224.
- 22.2 Late submission of drawings and instructions shall incur delivery penalties on the full contract price.

23.0 TOOLS AND APPLIANCES

- 23.1. One set of special tools and appliances required for normal operation and maintenance of each installation shall be supplied.

24.0 SPARES

- 24.1 The tenderer shall state whether a complete range of spares is held in stock by their local representatives for subsequent purchase by Transnet, as and when required.
- 24.2 A detailed description of each item including manufacturer's catalogue number where applicable shall be furnished.
- 24.3 The tenderer shall submit a separate quote for recommended spares for maintenance purposes.
- 24.4 The spares list shall be divided into two parts, one covering items likely to be used in a 12-month period and those likely to be used in a 10-year period.

25.0 PACKING

- 25.1 The equipment shall be packed in such a manner that it will be protected during handling and transport. The movements of instruments, meters and relays shall be protected against vibration damage during transit.

26.0 TRAINING

- 26.1 In the event of training or training courses being required the contractor shall submit a training plan for approval by Transnet.

26.2 The cost of training shall be included in the tender.

27.0 WORK TO BE DONE BY TRANSNET

27.1 Transnet shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.

27.2 Upon successful completion of the works to the satisfaction of Transnet, Transnet shall perform necessary protection tests and commission the said equipment.

27.3 The depot staff will be responsible for reconnecting tele-control equipment in the substation.

28.0 CONTRACTUAL OBLIGATIONS

28.1 Over and above the conditions mentioned in the General Conditions of Contract, the Contractor shall also be responsible for the conditions mentioned hereunder.

28.2 The Contractor shall not make use of any subcontractor to perform the works or parts thereof without prior permission from the Manager or Technical Officer.

28.3 The Contractor shall ensure that a safety representative is at site at all times. All safety measures prescribed by Transnet – Electrical Safety Instructions and the "Occupational Health and Safety Act 1993 (Act 85 of 1993)" associated with working on a project of this nature shall be adhered to.

28.4 The Contractor shall supply an **A4 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 Manager or Technical Officer must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Manager or Technical Officer in writing.

28.5 The Contractor shall supply an **A4 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 Manager or Technical Officer and must be countersigned by the Contractor.

28.6 Both books mentioned in 28.4 and 28.5 shall be the property of Transnet and shall be handed over to the Manager or Technical Officer on the day of energising or handing over.

28.7 The penalty charge will be 0.15% per day of the total value of the contract.

28.8 Notwithstanding what is stated in clause 27 of the E5 (MW) General Conditions of Contract, no surety will be required for this contract;

29.0 GUARANTEE AND DEFECTS

29.1 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.

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

29.3 The guarantee period for these substations shall expire after:

A period of 12 months commencing on the date of completion of the contract or the date the substation is handed over to Transnet whichever is the earliest.

- 29.4 The specified guarantee period shall only apply to the new equipment installed and from the time of energising the equipment and the acceptance thereof.
- 29.5 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 Manager or Technical Officer and at the cost of the Contractor.
- 29.6 If urgent repairs have to be carried out by Transnet 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 the cost of material and labour.

30.0 TENDERING PROCEDURE

- 30.1 Contractors shall duly fill in the attached 'Schedule of quantities and prices'. Items not reflected in this Schedule, but covered in the project specification or agreed at site meetings, shall be added to the 'Schedule of quantities and prices' by the Contractor and quoted for accordingly.
- 30.2 An addendum reflecting changes to the project specification and 'Schedule of quantities and prices' shall be forwarded to Contractors after the site meeting and Contractors should quote accordingly.
- 30.3 Contractors shall provide a provisional Gantt or a similar chart showing when the substation will be done and energised, when submitting the tender. A final chart should be submitted to the Manager or Technical Officer within 14 days after the award has been made to the successful Contractor.
- 30.4 Contractors shall submit qualifications of the staff that will be performing the works. Qualified technical personnel shall perform the works on the electrical equipment or installations. During the duration of the contract, the successful Contractor will be required to inform the Technical Officer of any staff changes and provide the qualifications of the replacement staff for approval.
- 30.5 Contractors shall indicate clause-by-clause compliance with the specification. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. This document can be used by Contractors to elaborate on their clause.
- 30.6 Contractors shall motivate a statement of non-compliance.
- 30.7 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.
- 30.8 Contractors shall submit equipment type test certificates as specified with the Tender. These shall be in English or certified translation.

31.0 SITE TESTS

- 31.1 The equipment shall be inspected, tested and approved by Transnet Quality Assurance at the Contractor's workshop prior to it being taken to site. Only once the approval has been granted in writing can the equipment be taken to site for installation. The approval should also be recorded on the site instruction book and countersigned by both parties.
- 31.2 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.

- 31.3 Functional on-site tests shall be conducted on all items of equipment and circuitry to prove the proper functioning and installation thereof.
- 31.4 The Contractor shall submit a detailed list of on-site tests for the approval of the Manager or Technical Officer.
- 31.5 The Contractor shall arrange for the Technical Officer or his representative to be present to witness the on-site tests.
- 31.6 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 substation equipment will not be allowed to take place in a construction site environment.
- 31.7 The on-site tests shall include the following:
- Test for the functionality of all electrical circuitry.
 - Trip tests on relays.
 - Test on equipment as per manufacturer's instructions.
 - Insulation tests
- 31.8 At the completion of the on-site tests, the Manager or Technical Officer 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.
- 31.9 Upon rectification of defects, the Contractor shall arrange for the Manager or Technical Officer or his representative to certify satisfactory completion of on-site tests.
- 31.10 Acceptance by the Manager or Technical Officer 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

32.0 COMMISSIONING OF EQUIPMENT

- 32.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Manager or Technical Officer.
- 32.2 Commissioning will include energising of equipment from the primary isolator to the track feeder circuits. The Contractor must prove the satisfactory operation of all equipment under live conditions.
- 32.3 On completion of commissioning, the Contractor will hand the equipment over to the Manager or Technical Officer in terms of the relevant instruction.
- 32.4 The commissioning of protection equipment by Transnet will in no way absolve the Contractor from any of his responsibilities during the guarantee period. It is the Contractor's responsibility to satisfy him/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.
- 32.5 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

TRANSNET LIMITED



(REGISTRATION NO. 1990/000900/30)

Contract No. _____

SCHEDULE OF QUANTITIES AND PRICES Project specification for the design, supply, installation, testing and commissioning of 132kV SF6 primary circuit breaker and outdoor post type current transformers at Lidgeton substation under the control of Depot Engineers, Ladysmith					
No.DESCRPTION	ACTIVITY DESCRIPTION	QTY	UNIT	RATE	AMOUNT
C	LIDGETON 11KV SUBSTATION				
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
TOTAL FOR LIDGETON					
VAT					
SUB TOTAL FOR LIDGETON 11KV SUBSTATION					R

END

APPENDIX 1

SCHEDULE OF REQUIREMENTS

(To be completed by the client)

1.0 SWITCHGEAR AND CONTROLGEAR

1.1 Switchgear and control gear required for: Refer to BBC6467, Appendix 1

1.2 Number of switching devices required: Refer to BBC6467, Appendix 1

1.3 System nominal voltage: 11kVolts Phases: 3 Frequency: 50 Hz

2.0 NEUTRAL EARTHING:

Unearthed: N/A solidly earthed: √ Reactance earthed: N/A

Resistance earthed: N/A

3.0 BATTERY SUPPLY

3.1 CLOSING SUPPLY

Rated Voltage: 110 Volts DC

3.2 TRIPPING SUPPLY

Rated Voltage: 110 Volts DC

4.0 BUSBARS

4.1 Rated normal current: 630 Amperes

4.2 Dimensions Width: To match current rating mm Thickness: To match current rating mm

5.0 BUSBAR EARTHING

Required: Yes

6.0 SPECIAL REQUIREMENTS FOR BUSBAR EARTHING

N/A.....

7.0 REMOTE PENDANT CONTROL SYSTEM

Required: Yes

APPENDIX 1

SCHEDULE FOR SWITCHING DEVICES

2.0	UNIT NUMBER. (Panel No)	Refer to BBC6467, Appendix 1
2.1	Designation or Drawing number	Refer to BBC6467, Appendix 1
2.2	Circuit breaker	Refer to BBC6467 and its Appendix 1
2.3	Fuse switch combination	Refer to BBC6467 and its Appendix 1
2.4	Disconnecter	Refer to BBC6467 and its Appendix 1
2.5	Incoming or outgoing	Refer to BBC6467, Appendix 1
2.6	With- or non-withdrawable	W or NW.....
2.7	Rated normal current (A)	630A
2.8	Rated normal circuit breaking current (kA)	20kA
2.9	Rated short time withstand current for disconnector	20kA
2.10	Type and size of cable	<u>11Kv rated cables with suitable current ratings</u>
2.11	Voltage transformer ratio	11kV/110V, 6.6kV-11kV/110 & 2.2kV-11kV/110V
2.12	SPECIAL REQUIREMENTS	
	N/A.....	
	
	
	
	
	

ABBREVIATIONS: REQUIRED = R
 WITHDRAWABLE = W

NOT REQUIRED = N/R
 NON-WITHDRAWABLE = NW

VACUUM = V

APPENDIX 1

PROTECTION SCHEDULE

3.0	UNIT NUMBER. (Panel No)	<i>Refer to BBC6467, Appendix 1</i>
3.1	OVER CURRENT	
3.1.1	Number of elements	Minimum of two (2)
3.1.2	IDMT Inverse	<i>R (Refer to BBB4182, clause 10.2 and 11)</i>
3.1.3	IDMT Extremely Inverse	<i>R (Refer to BBB4182, clause 10.2 and 11)</i>
3.1.4	High set instantaneous	<i>R (Refer to BBB4182, clause 10.2 and 11)</i>
3.1.6	Instantaneous	<i>R (Refer to BBB4182, clause 10.2 and 11)</i>
3.1.6	Definite time	<i>R (Refer to BBB4182, clause 10.2 and 11)</i>
3.2	EARTH FAULT	
3.2.1	Number of elements	Minimum of one (1)
3.2.2	IDMT Inverse	<i>R (Refer to BBB4182, clause 10.2 and 11)</i>
3.2.3	IDMT Extremely Inverse	<i>R (Refer to BBB4182, clause 10.2 and 11)</i>
3.2.4	High set instantaneous	<i>R (Refer to BBB4182, clause 10.2 and 11)</i>
3.2.5	Instantaneous	<i>R (Refer to BBB4182, clause 10.2 and 11)</i>
3.2.6	Definite time	<i>R (Refer to BBB4182, clause 10.2 and 11)</i>
3.2.7	Sensitive earth fault	<i>.....R (Refer to BBB4182, clause 10.2 and 11)</i>
3.3	AUTO RECLOSING	<i>..... R (Refer to BBC6467, clause 7.5.4.2.4)</i>
3.4	DIFFERENTIAL PILOT WIRE	<i>..... Refer to BBC6467, Appendix 1</i>
3.5	FRAME LEAKAGE	<i>..... Refer to BBC6467, Appendix 1</i>
3.5.1	Zone number	<i>... 3 where one bus-sectionaliser is installed. (Refer to BBB4182, clause 11.4 & BBC6467 Clause 7.5.4.2)</i>
3.6	TRANSFORMER PROTECTION	
3.6.1	Restricted Earth fault	<i>.....N/R</i>
3.6.2	Differential	<i>..... N/R</i>
3.6.3	Tank earth	<i>..... N/R</i>
3.6.4	Gas detection	<i>R (Refer to BBB4182 & BBC6467)</i>
3.6.5	Over pressure	<i>N/R</i>
3.6.6	Winding over temperature	<i>..... N/R</i>
3.6.7	Top oil over temperature	<i>..... R(Refer to BBB4182 & BBC6467)</i>
3.6.8	INTERTRIPPING	<i>R(Refer to BBC6467, Appendix 1)</i>
3.6.9	OTHER	<i>..... N/A</i>
3.6.10	SPECIAL REQUIREMENTS	<i>..... N/A</i>
		<i>.....</i>
		<i>.....</i>

CURRENT TRANSFORMER SCHEDULE

Page 25 of 31

APPENDIX 1

INSTRUMENT SCHEDULE

5.0	UNIT NUMBER (Panel No)	<i>Refer to BBC6467, Appendix 1</i>
5.1	Voltmeter	<i>Refer to BBC6467 clause 7.5.4.3 and Appendix 1</i>
5.2	Frequency meter	<i>...Not Required.</i>
5.3	Ammeter	<i>Refer to BBC6467 clause 7.5.4.2</i>
5.4	Ammeter Maximum demand	<i>Refer to BBC6467 clause 7.5.4.4</i>
5.5	Power factor meter	<i>...Not Required.....</i>
5.6	kWh meter (If required)	<i>Refer to BBC6467 clause 7.5.5.2 and Appendix 1</i>
5.7	Current transformer ratio	<i>Refer to BBC6467, Appendix 1</i>
5.10	SPECIAL REQUIREMENTS	N/A.....

END

TECHNICAL DATA SHEET

(To be completed by tenderers and submitted as part of their tender)

1.0 SWITCHGEAR AND CONTROL GEAR**1.1 General**

- 1.1.1 Makers name.....
- 1.1.2 Type designation.....
- 1.1.3 Rated voltage.....kV
- 1.1.4 Rated peak withstand current.....kA
- 1.1.5 Rated frequency.....
- 1.1.6 Type of insulating medium.....
- 1.1.7 Rated insulation level.
- 1.1.7.1 Impulse withstand voltage
- a) To earth and between phaseskV
- b) Across the isolating distance.....kV
- 1.1.7.2 One minute power frequencies withstand voltage:
- a) To earth and between phases.....kV
- b) Across the isolating distancekV
- 1.1.8 Degree of protection
- a) For covers.....
- b) For partitions.....
- 1.1.9 Method of pressure relief.....
- 1.1.10 Type test Certificate No, and Name of Testing Authority :
.....

2.0 SWITCHING DEVICES**2.1 Circuit Breakers**

- 2.1.1 Interrupting medium.....
- 2.1.2 Rated frequency.....Hz
- 2.1.3 Rated normal currentAmpere
- 2.1.4 Rated short circuit breaking current
- 2.1.4.1 RMS.....kA
- 2.1.4.2 Percent DC component.....
- 2.1.5 Rated making current... ..kA
- 2.1.6 Rated duration of short circuitSec
- 2.1.7 Rated operating sequence
- 2.1.8 Operating mechanism
- 2.1.8.1 Type of closing mechanism
- 2.1.8.2 Rated supply of closing mechanism..... W

2.1.8.3	Current required at rated supply voltage to close the circuit breaker Ampere
2.1.8.4	Rated supply voltage of shunt opening release.....W
2.1.8.5	Current required at rated supply voltage for shunt opening release Ampere
2.1.9	Number and type of spare auxiliary contacts.....
2.1.10	Type Test Certificate Number and Name of Testing Authority
2.2.0	Fuse Switch Combinations
2.2.1	Rated voltage.....kV
2.2.2	Rated insulation level .....kV
2.2.3	Rated frequency .....Hz
2.2.4	Rated normal current Ampere
2.2.5	Rated short circuit breaking current .....kA
2.2.6	Rated short circuit making current.....kA
2.2.7	Type Test Certificate Number and Name of Testing Authority
2.3.0	Disconnectors (Isolators) and Earthing Switches
2.3.1	Rated voltage.....kV
2.3.2	Rated insulation level .....kV
2.3.3	Rated frequency.....Hz
2.3.4	Rated normal current (disconnectors only) Ampere
2.3.5	Rated short time withstand current .....kA
2.3.6	Rated duration of short circuit .....Sec
2.3.7	Rated peak withstand current.....kA
2.3.8	Rated short circuit making current (earthing switches only) .....kA
2.3.9	Type Test Certificate Number and Name of Testing Authority
3.0	BUSBARS
3.1	Size of Busbar..... mm ²
3.2	Type of principal insulation.....
3.4	Rated normal current Ampere
3.5	Rated short time withstand current and duration .....kA.....Sec
4.0	BUSHINGS
4.1	Type Test Certificate Number and Name of Testing Authority
5.0	HIGH VOLTAGE FUSES
5.1	Make of fuses.
5.2	Type number.
5.3	Rating..... Ampere

5.4	Type Test Certificate Number and Name of Testing Authority		
.....			
6.0	CURRENT TRANSFORMERS		
6.1	Ratio.....	Ampere	
	.....	Ampere	
	.....	Ampere	
6.2	VA rating.....	VA	
	.....	VA	
	.....	VA	
6.3	Class of accuracy		
.....			
.....			
6.4	Short time current and duration	KA	Sec
6.5	Type i.e. wound or bar, primaries)		
6.6	Make		
6.7	Method of limiting partial discharge.....		
6.8	Maximum partial discharge		
6.9	Type test certificate number and name of test authority		
.....			
7.0	VOLTAGE TRANSFORMERS		
7.1	Ratio.....	V	
7.2	Class of accuracy.....		
7.3	Output.....		
7.4	Make		
7.5	Method of limiting partial discharge.....		
7.4	Maximum partial discharge		
7.5	Type test certificate No. and name of testing authority		
.....			
8.0	INDICATING INSTRUMENTS	Accuracy class	Scale length mm
8.1	Voltmeter	.....	.....
8.2	Ammeter	.....	.....
8.3	Ammeter/Maximum demand 15 min	.....	.....
8.4	Power factor meter	.....	.....
8.5	Wattmeter	.....	.....
8.6	Frequency meter	.....	.....
8.7	Ammeter overload rating and duration		
8.8	Type Test Certificate Number and Name of Testing Authority		
.....			

9.0 ENERGY METERS

- 9.1 Make and Type
- 9.2 kW Rating
- 9.4 kWh percent error.....percent.....

10.0 PROTECTIVE SYSTEMS AND RELAYS

- 10.1 Minimum stable time setting of differential pilot wire feeder protection relay.....
- 10.2 Maximum lead burden of restricted earth fault protection relays
- 10.3 Maximum lead burden of transformer differential protection relay
- 10.3 Relay make and type (for every relay offered)
- 10.5 Type Test Certificate Number and Name of Testing Authority

11.0 MOULDED CASE CIRCUIT BREAKERS

- 11.1 Make and type

12.0 SPARES

- 12.1 Range of spares held in local stock.....
- 12.2 Full description of items not held locally.....
-
-
-

END

TEST REQUIREMENTS

1.0 TYPE TESTS

- 1.1 Where type tests are specified they shall be carried out in accordance with the recommended standards or specification referred to this specification.
- 1.2 Type test certificates shall be submitted with tender documents.

2.0 ROUTINE TESTS.

- 2.1 The following additional routine tests shall be carried out on the completed switchgear or control gear at the Manufacturers works prior to delivery. Test certificates for these tests shall be supplied.
 - 2.1.2 The ratio, polarity and magnetisation curve of each current transformer after their installation in the board.
 - 2.1.3 The characteristic curves of each protection relay where applicable.
 - 2.1.4 The ratio of each voltage transformer.
 - 2.1.5 The errors of all indicating instruments.

3.0 FUNCTIONAL TESTS.

- 3.1 A functional test of the complete board including all protective relays by primary injection. Test certificates for these tests shall be supplied.
 - 3.2 Breaker opening times.
 - 3.3 Four copies of all approved routine test certificates shall be supplied, at a date not later than the delivery date of the switchgear or control gear.
- 2.2 All routine testing shall be witnessed and inspection carried out by the Quality Assurance Section of Transnet Technology Management.

END

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 winding 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**



**STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES TO TRANSNET**

FORM ST&C - SERVICES [March 2012]

"PREVIEW COPY ONLY"

TABLE OF CONTENTS

1	INTRODUCTION.....	3
2	DEFINITIONS	3
3	INTERPRETATION.....	6
4	NATURE AND SCOPE	6
5	AUTHORITY OF PARTIES	7
6	WARRANTIES	7
7	TRANSNET'S OBLIGATIONS	9
8	GENERAL OBLIGATIONS OF THE SERVICE PROVIDER	9
9	FEES AND EXPENSES.....	10
10	INVOICING AND PAYMENT	11
11	FEE ADJUSTMENTS	11
12	INTELLECTUAL PROPERTY RIGHTS	12
13	SERVICE PROVIDER'S PERSONNEL	14
14	LIMITATION OF LIABILITY.....	14
15	INSURANCES	15
16	CONFIDENTIALITY	15
17	TOTAL OR PARTIAL FAILURE TO PERFORM THE SCOPE OF SERVICES.....	17
18	TERM AND TERMINATION	17
19	CONSEQUENCE OF TERMINATION.....	18
20	ASSIGNMENT.....	19
21	FORCE MAJEURE.....	19
22	EQUALITY AND DIVERSITY	19
23	NON-WAIVER	20
24	PARTIAL INVALIDITY	20
25	DISPUTE RESOLUTION.....	20
26	ADDRESSES FOR NOTICES	20
27	WHOLE AND ONLY AGREEMENT.....	21
28	AMENDMENT AND CHANGE CONTROL.....	21
29	GOVERNING LAW.....	22
30	COUNTERPARTS	22

1 INTRODUCTION

When an Agreement is entered into between Transnet SOC Ltd [**Transnet**] and the appointed supplier of Services to Transnet [**the Service Provider**], these Standard Terms and Conditions of Contract, the technical specifications for the Services, the General Bid Conditions, a Schedule of Requirements or Work Order including such special conditions as may be applicable, and any terms in the associated Bid Documents, exclusively govern the provision of Services by the Service Provider to Transnet.

2 DEFINITIONS

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

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means the Agreement and its associated schedules and/or annexures and/or appendices, including the Work Order(s), specifications for the Services and such special conditions as shall apply to the Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed in writing between the Parties], which collectively and exclusively govern the provision of Services by the Service Provider to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under the Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to the Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means [●], notwithstanding the signature date of the Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
 - a) information relating to methods of operation, data and plans of the disclosing Party;
 - b) the contents of the Agreement;
 - c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
 - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;

- f) information relating to the past, present and future research and development of the disclosing Party;
 - g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - h) information contained in the software and associated material and documentation belonging to the disclosing Party;
 - i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
 - j) Copyright works;
 - k) commercial, financial and marketing information;
 - l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
 - m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
 - n) information concerning faults or defects in goods, equipment, hardware or software or the incidence of such faults or defects; and
 - o) information concerning the charges, Fees and / or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;
- 2.7 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;
- 2.8 **Default** means any breach of the obligations of either Party [including but not limited to fundamental breach or breach of a fundamental term] or any Default, act, omission, negligence or statement of either Party, its employees, agents or Subcontractors in connection with or in relation to the subject of the Agreement and in respect of which such Party is liable to the other;
- 2.9 **Deliverable(s)** means any and all works of authorship, products and materials developed, written, prepared, assembled, integrated, modified or provided by the Service Provider in relation to the Services;
- 2.10 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.11 **Fee(s)** shall mean the agreed Fees for the Services to be purchased from the Service Provider by Transnet, as detailed in the Work Order(s), issued in accordance with the Agreement, as amended by mutual agreement between the Parties and in accordance with the provisions of the Agreement from time to time;

- 2.12 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to the Agreement;
- 2.13 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.14 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.15 **Materials** means the Deliverables, the Service Provider Materials and the Third Party Materials;
- 2.16 **Parties** mean the Parties to the Agreement together with their subsidiaries, divisions, business units, successors-in-title and their assigns;
- 2.17 **Party** means either one of these Parties;
- 2.18 Patents mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.19 **Permitted Purpose** means any activity or process to be undertaken or supervised by Personnel or employees of one Party during the term of the Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.20 **Personnel** means any partner, employee, agent, consultant, independent associate or supplier, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.21 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the provision of Services;
- 2.22 **Service(s)** means [●], the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of the Agreement;
- 2.23 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider;
- 2.24 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;
- 2.25 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;
- 2.26 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of the Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;

- 2.27 **Tax Invoice** means the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 2.28 **Third Party Material** means software, software development tools, methodologies, ideas, methods, processes, concepts and techniques owned by, or licensed to a third party and used by the Service Provider in the performance of the Services;
- 2.29 **Trade Marks** mean registered Trade Marks and trade mark applications and includes any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.30 **VAT** means Value-Added Tax chargeable in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time; and
- 2.31 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including timeframes, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to the Agreement from time to time.

3 INTERPRETATION

- 3.1 Clause headings in the Agreement are included for ease of reference only and do not form part of the Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word, acronym or phrase used in the Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in the Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

- 4.1 The Agreement is an agreement under the terms and conditions of which the Service Provider will arrange for the provision to Transnet of the Services which meet the requirements of Transnet, the delivery of which Services is controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider, in accordance with the Agreement.
- 4.2 Such Purchase Orders shall be agreed between the Parties from time to time, subject to the terms of the relevant Work Order(s).
- 4.3 Each properly executed Purchase Order forms an inseparable part of the Agreement as if it were fully incorporated into the body of the Agreement.
- 4.4 During the period of the Agreement, both Parties can make written suggestions for amendments to the Work Order(s), in accordance with procedures set out in clause 28 [Amendment and Change Control] below. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Work Order(s) conflicts with a like term, provision or condition in the Agreement and/or a Purchase Order, or where the Agreement is

silent on the matter, the term, provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.

- 4.6 Time will be of the essence and the Service Provider will perform its obligations under the Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

- 5.1 Nothing in the Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to enter into an agreement in the name of the other; or give any warranty, representation or undertaking on the other's behalf; or create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 WARRANTIES

- 6.1 The Service Provider warrants to Transnet that:
- a) it has full capacity and authority to enter into and to perform the Agreement and that the Agreement is executed by a duly authorised representatives of the Service Provider;
 - b) it will discharge its obligations under the Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
 - c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
 - d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and
 - e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.
- 6.2 The Service Provider warrants that it will perform its obligations under the Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 6.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.

- 6.3 The Service Provider warrants that for a period of 90 [ninety] days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] days of notification by Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.
- 6.4 The Service Provider will remedy any defect within 30 [thirty] days of being notified of that defect by Transnet in writing.
- 6.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.
- 6.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 6.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 28 *[Amendment and Change Control]*.
- 6.7 The Service Provider warrants that:
- a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and
 - b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.
- The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.
- 6.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights [Section 14] in connection with the Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 6.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under the Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.
- 6.10 In compliance with the National Railway Safety Regulator Act, 16 of 2002, the Service Provider shall ensure that the Services, to be supplied to Transnet under the terms and conditions of the Agreement, comply fully with the specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for

the engagement of a Subcontractor by the Service Provider [as applicable] shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of the Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

7 TRANSNET'S OBLIGATIONS

- 7.1 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Services as may be necessary for the Service Provider to perform the Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under the Agreement.
- 7.2 The Service Provider shall give Transnet reasonable notice of any information it requires in accordance with clause 7.1 above.
- 7.3 Subject to clause 13 [*Service Provider's Personnel*], Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under the Agreement.

8 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 8.1 The Service Provider shall:
- a) respond promptly to all complaints and enquiries from Transnet;
 - b) inform Transnet immediately of any dispute or complaint arising in relation to the provision of the Services;
 - c) conduct its business in a professional manner that will reflect positively upon the Service Provider and the Service Provider's Services;
 - d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the performance of the Services and keep such records for at least 5 [five] years from the date of each such transaction;
 - e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Services and the conduct of the business and activities of the Service Provider;
 - f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993;
 - g) comply with all applicable environmental legislation and regulations, and demonstrate sound environmental policies, management and performance; and
 - h) ensure the validity of all renewable certifications, including but not limited to its Tax Clearance Certificate and B-BBEE Accreditation Certificate, for the duration of the Agreement. Should the Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any

liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.

8.2 The Service Provider acknowledges and agrees that it shall at all times:

- a) render the Services and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet and demonstrate a commitment to performing the Services timeously, efficiently and to the required standards;
- c) endeavour to provide the highest possible standards of service and professionalism, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Personnel, as well as all Transnet's officers, employees, agents and consultants, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination [as further referred to in clause 22 – *Equality and Diversity*];
- g) treat all enquiries from Transnet in connection with the Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
- h) when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image; and
- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the provision of Services.

9 FEES AND EXPENSES

9.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.

9.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].

- 9.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
- a) are agreed by Transnet in advance;
 - b) are incurred in accordance with Transnet's standard travel and expenses policies;
 - c) are passed on to Transnet at cost with no administration fee; and
 - d) will only be reimbursed if supported by relevant receipts.
- 9.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

10 INVOICING AND PAYMENT

- 10.1 Transnet shall pay the Service Provider the amounts stipulated in the relevant schedule or Work Order, subject to the terms and conditions of the Agreement.
- 10.2 Transnet shall pay such amounts to the Service Provider, upon receipt of a correct and undisputed Tax Invoice together with the supporting documentation as specified in the Work Order appended hereto, once the undisputed Tax Invoices, or such portion of the Tax Invoices which are undisputed become due and payable to the Service Provider for the provision of the Services, in terms of clause 10.4 below.
- 10.3 All Fees and other sums payable under the Agreement are exclusive of VAT, which will be payable at the applicable rate.
- 10.4 Unless otherwise provided for in the Work Order(s) appended to the Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] days after date of receipt by Transnet of the statement together with all undisputed Tax Invoices and supporting documentation.
- 10.5 Where the payment of any Tax Invoice, or any part thereof which is not in dispute, is not made in accordance with this clause 10, the Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.

11 FEE ADJUSTMENTS

- 11.1 Fees for Services rendered in terms of the Agreement shall be subject to review as indicated in the Work Order(s) annexed hereto from time to time.
- 11.2 No less than 2 [two] months prior to any proposed Fee adjustment, the Parties shall commence negotiations for Fees for the next period or as otherwise indicated and appended hereto.
- 11.3 Should Transnet and the Service Provider fail to reach an agreement on Fees for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 25 of this Master Agreement [*Dispute Resolution*].

12 INTELLECTUAL PROPERTY RIGHTS

12.1 Title to Confidential Information

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt, all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.
- b) Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This license shall not permit the Service Provider to sub-license to other parties.
- c) The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.

12.2 Title to Intellectual Property

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in Transnet and the Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of the Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to the Service Provider for the assignment of any Foreground Intellectual Property from the Service Provider to Transnet, over and above the sums payable in terms of the Agreement. The Service Provider undertakes to

sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.

- e) Subject to anything contrary contained in the Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably withheld or delayed], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

12.3 Title to Improvements

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

12.4 Unauthorised Use of Confidential Information

The Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

12.5 Unauthorised Use of Intellectual Property

- a) The Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- c) The Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other award arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other award arising out of proceedings.

13 SERVICE PROVIDER'S PERSONNEL

- 13.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.
- 13.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 13.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.
- 13.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under the Agreement.
- 13.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

14 LIMITATION OF LIABILITY

- 14.1 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury due to negligence; or
 - b) fraud.
- 14.2 The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with the Agreement. The Service Provider's liability arising out of this clause 14.2 shall be limited to a maximum amount payable in respect of any one occurrence or a series of related occurrences in a single calendar year, such amount to be agreed in writing by the Parties.
- 14.3 Subject always to clauses 14.1 and 14.2 above, the liability of either the Service Provider or Transnet under or in connection with the Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of

related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.

- 14.4 Subject to clause 14.1 above, and except as provided in clauses 14.2 and 14.3 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 14.5 If for any reason the exclusion of liability in clause 14.4 above is void or unenforceable, either Party's total liability for all loss or damage under the Agreement shall be as provided in clause 14.3 above.
- 14.6 Nothing in this clause 14 shall be taken as limiting the liability of the Service Provider in respect of clause 12 [*Intellectual Property Rights*] or clause 16 [*Confidentiality*].

15 INSURANCES

- 15.1 Without limiting the liability of the Service Provider under the Agreement, the Service Provider shall take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under the Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.
- 15.2 The Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] days after date of policy renewals.

16 CONFIDENTIALITY

- 16.1 The Parties hereby undertake the following, with regard to Confidential Information:
- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other, without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
 - b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information, disclosed to it as a result of the Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in the Agreement;
 - c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information, without the prior written consent of such other Party, except when reasonably necessary for the purpose of the Agreement, in which case such copies shall be regarded as Confidential Information;

- d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to the Agreement;
- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such Party in the performance of the Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to the Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in the Agreement as if such person or entity has signed the Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of the Agreement by the person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

16.2 The duties and obligations with regard to Confidential Information in this clause 16 shall not apply where:

- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of the Agreement by that Party, or its Personnel; or
- b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or

- c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or
- d) is independently developed by a Party as proven by its written records.

16.3 This clause 16 shall survive termination for any reason of the Agreement and shall remain in force and effect from the Commencement Date of the Agreement and 5 [five] years after the termination of the Agreement. Upon termination of the Agreement, all documentation furnished to the Service Provider by Transnet pursuant to the Agreement shall be returned to Transnet including, without limitation all corporate identity equipment including dies, blocks, labels, advertising matter, printing matter and the like.

17 TOTAL OR PARTIAL FAILURE TO PERFORM THE SCOPE OF SERVICES

Should the Service Provider fail or neglect to execute the work or to deliver any portion of the Service, as required by the terms of the Agreement or Work Order, Transnet may cancel the Agreement or Work Order in so far as it relates to the unexecuted work or rejected portion of the Service, and, in such event, the provision of any remaining commitment shall remain subject in all respects to these conditions.

18 TERM AND TERMINATION

18.1 Notwithstanding the date of signature hereof, the Commencement Date if the Agreement is [●] and the duration shall be for a 12 [twelve] month period, expiring on [●], unless:

- a) the Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
- b) the Agreement is extended at Transnet's option for a further period to be agreed by the Parties.

18.2 Either Party may terminate the Agreement forthwith by notice in writing to the other Party where the other Party has committed a material Default and, where such Default is capable of remedy, has failed to remedy such Default within 30 [thirty] days of receiving notice specifying the Default and requiring its remedy.

18.3 Either Party may terminate the Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as may be amended from time to time], or if any action, application or proceeding is made with regard to it for:

- a) a voluntary arrangement or composition or reconstruction of its debts;
- b) its winding-up or dissolution;
- c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or
- d) any similar action, application or proceeding in any jurisdiction to which it is subject.

18.4 Transnet may terminate the Agreement at any time within 2 [two] months of becoming aware of a change of control of the Service Provider by notice in writing to the Service Provider. For the purposes of this clause, "control" means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.

- 18.5 Transnet may cancel any schedule or Work Order hereto at any time on giving the Service Provider 30 [thirty] days' written notice.
- 18.6 Notwithstanding this clause 18, either Party may cancel the Agreement without cause by giving 30 [thirty] days prior written notice thereof to the other Party.

19 CONSEQUENCE OF TERMINATION

- 19.1 Termination in accordance with clause 18 [*Term and Termination*] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive the Agreement or impliedly do so shall remain in force and in effect.
- 19.2 On termination of the Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.
- 19.3 To the extent that any of the Deliverables and property referred to in clause 19.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 19.4 In the event that the Agreement is terminated by the Service Provider under clause 18.2 [*Term and Termination*], or in the event that a Work Order is terminated by Transnet under clause 18.5 [*Term and Termination*], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a *pro rata* basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.
- 19.5 The provisions of clauses 0 [*Definitions*], 6 [*Warranties*], 12 [*Intellectual Property Rights*], 14 [*Limitation of Liability*], 16 [*Confidentiality*], 19 [*Consequence of Termination*], 25 [*Dispute Resolution*] and 29 [*Governing Law*] shall survive termination or expiry of the Agreement.
- 19.6 If either Party [**the Defaulting Party**] commits a material breach of the Agreement and fails to remedy such breach within 30 [thirty] Business Days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 19.7 Should:
- a) the Service Provider effect or attempt to effect a compromise or composition with its creditors; or
 - b) either Party be provisionally or finally liquidated or placed under judicial management, whether provisionally or finally; or

- c) either Party cease or threaten to cease to carry on its normal line of business or default or threaten to default in the payment of its liabilities generally, or commit any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as may be amended from time to time];

then the other Party shall be entitled, but not obliged, to terminate the Agreement on written notice, in which event such termination shall be without any liability and without prejudice to any claims which either Party may have for damages against the other.

20 ASSIGNMENT

Neither Party may assign the benefit of the Agreement or any interest hereunder except with the prior written consent of the other. Further, in the event that Transnet wishes to assign or novate the Agreement to any third party, the Service Provider agrees that it shall not unreasonably withhold or delay its consent to such assignment or novation and that it shall only be entitled to recover from Transnet any reasonable legal costs incurred by it as a direct result of such assignment or novation.

21 FORCE MAJEURE

- 21.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under the Agreement caused by an act of *force majeure* such as acts of God, fire, flood, war, strike, lockout, industrial dispute, government action, laws or regulations, riots, terrorism or civil disturbance, defaults, delays or discontinuance on the part of independent contractors, suppliers, or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended.
- 21.2 Each Party will take all reasonable steps by whatever lawful means that are available, to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of the Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree to such modifications proposed by the other Party within 90 [ninety] days of the act of *force majeure* first occurring, either Party may thereafter terminate the Agreement with immediate notice.

22 EQUALITY AND DIVERSITY

- 22.1 The Service Provider will not victimise, harass or discriminate against any employee of either Party to the Agreement or any applicant for employment with either Party to the Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
- 22.2 Both Parties to the Agreement undertake that they will not, and shall procure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

23 NON-WAIVER

23.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of the Agreement, shall not, in any manner, be construed to be a waiver of any of that Party's rights in that regard and in terms of the Agreement.

23.2 Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of the Agreement, or prejudice the right of that Party to institute subsequent action.

24 PARTIAL INVALIDITY

If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

25 DISPUTE RESOLUTION

25.1 Should any dispute of whatsoever nature arise between the Parties concerning the Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.

25.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.

25.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.

25.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 25.

25.5 This clause 25 is severable from the rest of the Agreement and shall remain in effect even if the Agreement is terminated for any reason.

25.6 This clause 25 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

26 ADDRESSES FOR NOTICES

26.1 The Parties to the Agreement select the physical addresses and facsimile numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of the Agreement, provided that either Party shall be entitled to substitute such other address or facsimile number, as may be, by written notice to the other:

a) **Transnet**

(i) For legal notices: [●]

Fax No. [●]

Attention: Legal Department

- (ii) For commercial notices: [●]
Fax No. [●]
Attention: [●]

b) **The Service Provider**

- (i) For legal notices: [●]
Fax No. [●]
Attention: [●]
- (ii) For commercial notices: [●]
Fax No. [●]
Attention: [●]

26.2 Any notice shall be addressed to a Party at its physical address or delivered by hand, or sent by facsimile.

26.3 Any notice shall be deemed to have been given:

- a) if hand delivered, on the day of delivery; or
b) if posted by prepaid registered post, 10 [ten] days after the date of posting thereof; or
c) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day.

27 WHOLE AND ONLY AGREEMENT

27.1 The Parties hereby confirm that the Agreement constitutes the whole and only agreement between them with regard to the subject matter of the Agreement.

27.2 The Parties hereby confirm that the Agreement replaces all other agreements which exist or may have existed in any form whatever between them, with regard to the subject matter dealt with in the Agreement, including any annexures, appendices, schedules or Work Order(s) appended hereto.

28 AMENDMENT AND CHANGE CONTROL

28.1 Any requirement for an amendment or change to the Agreement or to a Work Order shall only be valid if it is in writing, signed by both Parties and added to the Agreement as an addendum hereto.

28.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 25 [Dispute Resolution].

29 GOVERNING LAW

The Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

29.1 Change of Law

In the Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to the Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Fees, Deliverables, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 25 *[Dispute Resolution]* above.

30 COUNTERPARTS

The Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into the Agreement by signing any such counterpart.

oooOOOooo



GENERAL BID CONDITIONS - SERVICES

[March 2012]

"PREVIEW COPY ONLY"

TABLE OF CONTENTS

1	DEFINITIONS.....	3
2	GENERAL.....	3
3	LODGING OF BID DOCUMENTS	3
4	USE OF BID FORMS.....	3
5	RAISING OF A CHARGE FOR PLANS, SPECIFICATIONS AND BID FORMS	4
6	DEFAULTS BY RESPONDENTS.....	4
7	CURRENCY	5
8	EXCHANGE AND REMITTANCE.....	5
9	ACCEPTANCE OF BID.....	5
10	LAW GOVERNING CONTRACT.....	6
11	IDENTIFICATION	6
12	FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL RESPONDENT	6
13	UNAUTHORISED COMMUNICATION ABOUT BIDS.....	6
14	CONTRACT DOCUMENTS	6
15	SECURITIES.....	7
16	PRICES SUBJECT TO CONFIRMATION	7
17	DELETION OF SERVICES EXCLUDED FROM BID	7
18	ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES	7
19	VALUE-ADDED TAX	8
20	TERMS AND CONDITIONS OF BID	8
21	IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT	8
22	PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMEN	9
23	VISITS TO FOREIGN COUNTRIES	9
24	BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS.....	9

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:

- 1.1 **Bid or Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.2 **Respondent(s)** shall mean a respondent/bidder to a Transnet Bid;
- 1.3 **RFP** shall mean Request for Proposal;
- 1.4 **RFQ** shall mean Request for Quotation;
- 1.5 **RFX** shall mean RFP and/or RFQ, as the case may be;
- 1.6 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.7 **Service Provider** shall mean the successful Respondent;
- 1.8 **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;
- 1.9 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.10 **VAT** shall mean Value-Added Tax chargeable 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 procedures as laid down by Transnet and are to be strictly adhered to by any person or enterprise or company responding to this RFX.

3 LODGING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be lodged with Transnet no later than the closing date and time specified for the receipt thereof, in accordance with the directions issued with Bid Documents.
- 3.2 Bids shall be transmitted in a sealed envelope and placed in the tender box at a venue stipulated in the Bid Documents with the Bid number and subject endorsed on the left hand bottom corner of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 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 on office stationery bearing their own terms and conditions of contract; non-compliance with this conditions may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed facsimile thereof. Only if insufficient space has been allocated to a particular response

may a Respondent submit additional information under separate cover using the Company's letterhead and duly cross-referenced in the RFX.

5 RAISING OF A CHARGE FOR PLANS, SPECIFICATIONS AND BID FORMS

- 5.1 A non-refundable charge may be raised for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document.
- 5.2 If any of the drawings or specifications referred to in Bid Documents are the official publications of recognised standardising bodies, copies of such drawings and specifications shall be acquired by Respondents at their own expense.

6 DEFAULTS BY RESPONDENTS

- 6.1 If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- a) enter into a formal contract when called upon to do so in terms of clause 14 [*Contract Documents*], within such period as Transnet may specify; or
- b) accept an order in terms of the Bid; or
- c) when called upon to do so, furnish satisfactory security of the fulfilment of the contract in terms of clause 15 [*Securities*],

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 it in calling for new offers or in accepting a higher offer.

- 6.2 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:

- a) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
- b) 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
- c) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
- d) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
- e) 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
- f) has made any incorrect statement in the affidavit or certificate referred to in clause 12 [*Formal Notification Regarding Name of Successful Respondent*] and is unable to prove to the satisfaction of Transnet that
 - (i) it made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement, it took all reasonable steps to satisfy itself of its correctness; or

g) 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;

then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause 6.3 below, be disqualified from bidding for any Transnet business through its "blacklisting" process.

6.3 Any person or enterprise or company against whom a decision has been given under the provisions of clauses 6.2b), 6.2d) or 6.2e) above, may make representations to the Chief Operating Officer of Transnet Group, whose decision shall be final.

6.4 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 shall for avoidance of doubt also be applied to any agent or employee of the person or enterprise or company concerned.

7 CURRENCY

Prices or fees must be quoted in the currency of the Republic of South Africa [ZAR] in respect of local Services. Prices or fees in any other currency may be rejected by Transnet save where such price is quoted by a foreign Respondent.

8 EXCHANGE AND REMITTANCE

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 or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents and any variation in the amount to be so paid, which may arise as a result of fluctuations in the rate of exchange involved, will be for the account of the Service Provider.

8.1 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the clause "*Exchange and Remittance*" of the Bid Documents and also furnish full details of the principals or service providers to whom payment is to be made.

8.2 The Service Provider shall at its own cost obtain forward exchange cover on foreign currency to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order. Transnet will NOT accept any fluctuations in the rate of exchange at the time when payments are made.

Transnet will not recognise any claim for adjustment of the order and/or contract price under clause 8.2 above, if the increase in price arises after the date on which the Services were to be completed, as set out in the order and/or contract, or any subsequent agreement between the parties.

9 ACCEPTANCE OF BID

9.1 Transnet does not bind itself to accept the lowest or any Bid.

- 9.2 Transnet reserves the right to accept any Bid in whole or in part.
- 9.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and the Standard Terms and Conditions of Contract [Form ST&C – Services] and any schedule of “Special Conditions” or otherwise which form part of the Bid Documents.
- 9.4 Where the Respondent has been informed by Transnet per facsimile message or email of the acceptance of its Bid, the acknowledgement of the receipt transmitted shall be regarded as proof of delivery to the Respondent.

10 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.

11 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.

12 FORMAL NOTIFICATION REGARDING NAME OF SUCCESSFUL RESPONDENT

In the case of Bids submitted to the Secretary of an Acquisition Council, unsuccessful Respondents will be formally notified of the names of successful Respondent(s) as soon as possible after the closing date for receipt of the Bid in question.

13 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 suppliers 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, may be disqualified.

14 CONTRACT DOCUMENTS

- 14.1 The contract documents will comprise these General Bid Conditions and the Standard Terms and Conditions of Contract [Form ST&C – Services] and any schedule of “Special Conditions” or otherwise which form part of the Bid Documents.

- 14.2 These contract documents will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

15 SECURITIES

- 15.1 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 a deed of suretyship [**Deed of Suretyship**] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 15.2 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.
- 15.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 15.4 For the purpose of clause 15.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship 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.
- 15.5 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 15 will be for the account of the Service Provider.

16 PRICES SUBJECT TO CONFIRMATION

- 16.1 A Bid with prices which are subject to confirmation will not be considered.
- 16.2 Bids where firm prices are quoted for the duration of any resulting order and or contract will receive precedence over prices which are subject to adjustment.

17 DELETION OF SERVICES EXCLUDED FROM BID

The Respondent must delete Services for which it has not tendered or for which the price or fee has been included elsewhere in its Bid.

18 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/Services 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) or Services concerned being excluded in the matter of the award of the business.

19 VALUE-ADDED TAX

- 19.1 In respect of local Services, i.e. Services to be provided by a South African company, the prices or fees quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Service Provider's Tax Invoice.
- 19.2 In respect of Services to be provided by a foreign principal:
- a) the invoicing by the Service Provider on behalf of its foreign principal represents a service rendered by the principal;
 - b) 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

20 TERMS AND CONDITIONS OF BID

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

21 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

21.1 Method of Payment

- a) The attention of the Respondent is directed to clause 10 [*Invoices and Payment*] of Form ST&C – Services, which sets out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) 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.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 21.1a) above. Failure to comply with clause 21.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

21.2 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 as 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 as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

22 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENT

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the terms and conditions detailed in clause 12 of Form ST&T - Services (*Intellectual Property Rights*).

23 VISITS TO FOREIGN COUNTRIES

- 23.1 Respondents must furnish details in a covering letter if it is considered necessary that employees of Transnet should carry out inspection and/or review any operational Services at the premises of the preferred Respondent or its subcontractors overseas for the purpose of a product demonstration and/or final acceptance or for any other reason.
- 23.2 If the Respondent considers overseas visits to be necessary it must provide the following information in a covering letter in respect of each proposed visit:
- a) countries and places to be visited;
 - b) number of employees and disciplines involved;
 - c) number of man-days involved; and
 - d) motivation for the visit.
- 23.3 Transnet will make all arrangements with regard to booking of air journeys, hotel reservations, transport to and from airports, places of inspection or demonstration, etc. and all expenses will be for the account of Transnet.
- 23.4 Before a visit is undertaken, such as envisage in this clause 23, Transnet and the Respondent will agree in writing on the number of employees of Transnet that should undertake the visit and the number of man-days involved in the visit.

24 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

- 24.1 Bids submitted by foreign principals may be forwarded direct by the principals to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents, or may be so forwarded on the principal's behalf by its South African representative or agent provided that written proof is submitted 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.
- 24.2 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.
- 24.3 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.

- a) Such Power of Attorney must comply with Government Notice No. 1160 of 27 June 1930 [and any amendments thereto] - "Rules of the Supreme Court of South Africa for the authentication of documents executed outside the Republic for use within the Republic."
 - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - c) On arrival within the Republic of South Africa this Power of Attorney is to be completed in terms of Section 8(2) of the Stamp Duties Act No. 77 of 1968, or any amendment thereof.
 - d) 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.
 - e) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in clause 26 [Addresses for Notices] of the Standard Conditions of Contract, Form ST&C - Services.
- 24.4 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) 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.
- 24.5 The attention of the Respondent is directed to clause 15 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

ooo000ooo

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

DATE.....

.....
RESPONDENT'S REPRESENTATIVE

DATE.....



NON-DISCLOSURE AGREEMENT

entered into by and between

TRANSNET SOC LTD

Registration Number 1990/000900/30

and

Registration Number _____

RFQ Number: ERAC – LSE 10895

TABLE OF CONTENTS

1	INTERPRETATION	3
2	CONFIDENTIAL INFORMATION.....	4
3	RECORDS AND RETURN OF INFORMATION	5
4	ANNOUNCEMENTS	5
5	DURATION	5
6	PRINCIPAL.....	5
7	ADEQUACY OF DAMAGES.....	6
8	PRIVACY AND DATA PROTECTION.....	6
9	GENERAL.....	6

"PREVIEW COPY ONLY"

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.

oooOOOooo

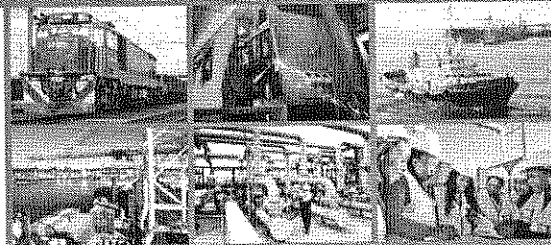
TRANSNET



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.

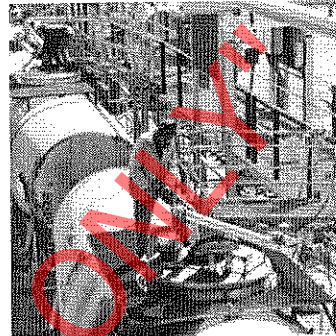
This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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.

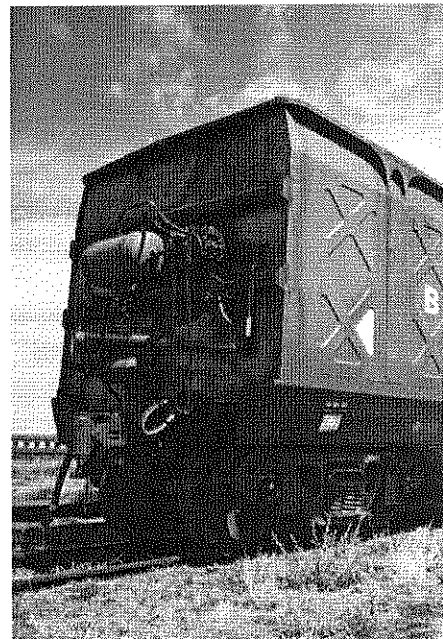
- >> There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

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.

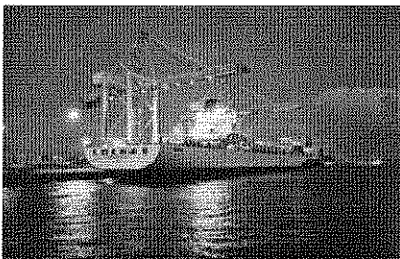
Conflict of Interest

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