



TRANSNET FREIGHT RAIL
a Division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC/HEID/6589

SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND DISMANTLE, REMOVE AND TRASPOT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG

ISSUE DATE : 19 AUGUST 2010
BRIEFING : 31 AUGUST 2010
TIME : 10H00
CLOSING DATE : 07 SEPTEMBER 2010
OPTION DATE : 01 OCTOBER 2010
CLOSING TIME : 10H00
VENUE : GROUND FLOOR BOARDROOM
1 VILJOEN STREET, HEIDELBERG
1438

Contact people on sites Project Manager Jan Moukangwe (016 340 7231)

TENDER BOX ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, AND JOHANNESBURG.

TENDER ENVELOPE TO BE MARKED AS FOLLOWS:
RFQ NUMBER: CRAC/HEID/6589 SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND DISMANTLE, REMOVE AND TRASPOT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG

Please note that late responses and those Delivered or posted to the wrong address will be disqualified.

Respondent's signature

1

Date and company stamp



RFQ NUMBER CRAC/HEID/6589

**SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND
DISMANTLE,REMOVE AND TRASPORT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER
THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG**

SCHEDULE OF DOCUMENTS

- 1. Notice to Bidders**
- 2. Requisition for quotation**
- 3. Scope of Work and General specification**
- 4. Returnable Schedules / Documents**
- 5. Supplier Declaration Form**
- 6. General Tender Conditions (CSS5 – Service)**
- 7. Standard Terms and Conditions of Contract (US7 - Services)**
- 8. Non-Disclosure Agreement**
- 9. Supplier Code of Conduct**

“PREVIEW COPY ONLY”



SECTION 1

RFQ NUMBER CRAC/HEID/6589

**SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND
DISMANTLE,REMOVE AND TRASPORT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER
THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG**

NOTICE TO BIDDERS

Refer Document attached hereto

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 19/08/2010 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21Wellington Road, Park town.

A non-refundable tender fee of R100.00 (inclusive of Vat) is applicable per tender (listed below). Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name.

NOTE: This amount is not refundable.

Receipts to be presented prior to collection of the RFQ

A **COMPULSORY** information meeting will be held at the following venue:

VENUE : GROUND FLOOR BOARDROOM
1 VILJOEN STREET, HEIDELBERG
1438
HEIDELBERG

Time : 10h00

Date : 31 AUGUST 2010

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

Please bring the valid document on the day of briefing and also make sure that you bring your safety shoes and reflective vest on site

NAME : **Neo Sekwati**
Tel : **(011) 584-0635**
Email : **Neo.Sekwati@transnet.net**

Tenders in triplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, Po box 4244, Johannesburg 2000 before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:



Tender No : RFQ NUMBER CRAC/HEID/6589
Description : SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND DISMANTLE,REMOVE AND TRASPORT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG.
Closing date and time : 07 SEPTEMBER at 10h00

Closing address (refer options below)

DELIVERY INSTRUCTIONS FOR THIS RFQ:

- 1 If posted**, the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P .O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairperson before the closing time of the RFQ. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 2 If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House,21 Wellington road, Park town, Johannesburg and should be addressed as follows:

**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please Ensure that response documents or files are not larger than the above dimensions. Responses which are Too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate Envelopes.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

- 3 If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.
1. Please note that this RFQ closes punctually at 10:00 on Tuesday 07 September 2010
 2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
 3. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
 4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
 5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.



6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

8. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)**

TRANSNET fully endorses and supports the South African Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME’s.

TRANSNET consequently urges Respondents (Large enterprises and QSE’s – see below) to have themselves duly accredited by any one of the Accreditation Agencies [approved](#) by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2009, as from 1 August 2009, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2009 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2009, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2009.

Enterprises will be rated by such Accreditation Agencies based on the following:

(a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all 7 (seven) elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**

- Rating based on any 4 (four) of the elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**

- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition



- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

8.1 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

8.2 **Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.**

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

Turnover: Indicate your company's most recent annual turnover:

R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

8.3 The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

8.4 Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:

.....

Failure to submit your UPN will result in a score of zero being allocated for BBBEE evaluation.



8.5 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

8. COMMUNICATION

9.

Respondents are warned that a response will be liable to 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 an RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above.

10. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.

10.1 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Proposals:
 - The Respondent's latest audited financial statements;
 - The Respondent's valid Tax Clearance Certificate.
 - A CD copy where applicable

11. COMPLIANCE

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

12. ADDITIONAL NOTES:

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf must be submitted along with the Proposal
- All prices must be quoted in South African Rand
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

NB: Unless otherwise expressly stated, all Proposals furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.



**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN THE PROPOSAL BEING REJECTED.**

13. DISCLAIMERS

Respondents are hereby advised that TRANSNET is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Proposal in response to it. In particular, please note that TRANSNET reserves the right to:

- modify the RFQ's Goods or Services and request Respondents to re-bid on any changes
- reject any Proposal which does not conform to instructions and specifications which are detailed herein
- disqualify Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Proposal
- reject all Proposals, if it so decides
- award a contract in connection with this Proposal at any time after the RFQ's closing date
- award only a portion of the proposed Goods or Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that TRANSNET will not reimburse any Respondent for any preparation costs or other work Performed in connection with the Proposal, whether or not the Respondent is awarded a contract.

14. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the proposed contract by Trans net's Legal Counsel.

NAME OF RESPONDENT: _____

PHYSICAL ADDRESS: _____

Indent's contact person:	Name:	_____
	Designation:	_____
	Telephone:	_____
	Cell phone:	_____
	Facsimile:	_____
	Email:	_____

**TRANSNET urges its clients and suppliers to report
Any fraud or corruption
On the part of Transnet' employees to
TIP-OFFS ANONYMOUS: 0800 003**



SECTION 2

RFQ NUMBER CRAC/HEID/6589

SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND DISMANTLE, REMOVE AND TRASPORT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG

REQUISITION FOR QUOTATION

Refer Document attached hereto

REQUISITION FOR QUOTATION

MESSRS:

Tel (011)
Fax (011)

ISSUE DATE 19-08-2010

CLOSING DATE 07-09-2010 (10h00)

SUPPLY CHAIN SERVICES
Contact: Neo Sekwati
Tel: 011 584 0635

Prices in South African currency, including all costs.

Direct to consignees

ITEM NO:	DESCRIPTION	QTY	Price per each
1.	As per the scope		
Total price			
2.Prices must be V.A.T. exclusive			
3. Direct delivered to:			
4.Contact person:		Neo Sekwati 011 584-0635	

5.COMPULSARY DOCUMENTS

NOTE

5.1.Return of tender documents

The tender documents must be submitted on the closing date in **duplicate** and failure To do so will automatically disqualify your offer.

5.2.The following documents are compulsory, and they must be attached to the tender document If **Not** your tender will not be considered.

- a) Tax Clearance Certificate
- b) Supplier Declaration Form
- c) Current Vat Registration No.
- d) BBBEE level certification and Score Card



6. FRAUD HOTLINE

Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are:-

Hotline telephone: 0800 003 056

Email: transnet@tip-offs.com

Fax: 0800 007 788

All information received will be treated with the utmost confidentiality

7. BUSINESS ADJUDICATION CRITERIA:

7.1. "Order winning criteria"

7.1.1 Total Price

7.1.2 References / Previous Performance

7.2. "Technical"

7.2.1. Compliance to the Occupational health and safety Act No 85 of 1993

7.2.2 Compliance to the compensation of occupational injuries & Diseases Act No 130 of 1993

7.2.3 Compliance to the Explosive Act No 26 1956

7.3. "BBBEE"

7.3.1. Provide BBBEE level Certification

SIGNATURE OF TENDERER: _____ Date: _____



SECTION 3

RFQ NUMBER STQ/HEID/6589

SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND DISMANTLE,REMOVE AND TRASPORT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG

REQUEST FOR QUOTATION ("RFQ")

8. RFQ SITE MEETING

A COMPULSORY information meeting will be held at the following venue:

VENUE : GROUND FLOOR BOARDROOM
1 VILJOEN STREET, HEIDELBERG
1438
HEIDELBERG

Time : 10h00

Date : 31 AUGUST 2010

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

Contact people on sites: **Jan Moukangwe (016 340 7231)**

8.1. **ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of

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

.....

TRANSNET'S REPRESENTATIVE TENDERER'S REPRESENTATIVE

DATE :.....

VERY IMPORTANT

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

SIGNATURE OF TENDERER: _____ Date: _____



REFERENCES

COMPANY INFORMATION

9. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:

Tenderes are to advise which other companies have they successfully provided or are currently providing similar services.

Service Description	For whom done	Period	Contact person and Telephone or Cell number

“PREVIEW COPY ONLY”

SIGNATURE OF TENDERER:

Date: _____



RFQ NUMBER STQ/HEID/6589

SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND DISMANTLE, REMOVE AND TRASPORT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG

SCOPE OF WORK

Refer Document attached hereto

DESCRITPION OF WORKS

EMPLOYER'S OBJECTIVE

The main objective of Transnet Freight Rail is to replace 6.6 kV switchgears with 11kV switchgears at Mapleton distribution substation at Heidelberg depot. The switchgear panels must be of withdraw able vacuum type.

EXTENT OF THE WORKS

The contractor shall perform the following:

MAPLETON 6.6 KV SUBSTATION

Disconnect, dismantle and remove the existing old 6.6 kV switchgears. The contractor shall then transport the switchgears to Heidelberg depot.

The Contractor shall supply and install 3 phase, 11kV switchgear in accordance with specification BBB 4182 complete with protection relays.

The Contractor shall re-use existing control cables to connect new switchgear to telecontrol equipment.

Supply termination kits per cable installation. All cabling and wiring shall be in accordance with specification BBC 0198 version 1 and SANS 10142-1.

Contractor shall re-use existing trenches and modify checker plates to correct switchgear size and re-paint checker plated black.

Supply paint and paint substation floor grey and substation wall white.

Redo substation earthing in accordance with Drawing No. CEE-PA-23. A 95 mm² earthing cables shall be used instead of a 10 mm² as indicated in the drawing.

Contractor shall make provision for temporal power supply for his/her tools and equipment i.e. standby generator.



Incomer E30 (88/6.6kV Transformer)

Frame leakage protection.

Earthfault protection (IDMT).

Overcurrent protection (IDMT) with high-set element for define time operation.

Sensitive earthfault.

Feeder E29 (Rooikop)

Buchholz protection if required.

Earthfault protection (IDMT) with high-set element for define time operation.

Overcurrent protection (IDMT) with high-set element for define time operation.

Oil over-temperature protection if required.

Winding temperature protection if required.

Feeder E31 (Kaydale)

Buchholz protection if required.

Earthfault protection (IDMT) with high-set element for define time operation.

Overcurrent protection (IDMT) with high-set element for define time operation.

Oil over-temperature protection if required.

Winding temperature protection if required.

Current and Voltage Transformers

The current and Voltage transformers shall be in compliance with Clauses 14.0 and 15.0 of the Specification no. BBB 4182 Version 2.

E30 current transformers are to be supplied as per following ratios:

Type	(VBA)	O.C.B. Rating	(150MVA)
Form	(3)	Cycles	(50)
CT Ratio	(10/5)	Output	(15VA)
Busbar Rating	(600)	Current Rating	(400)
Short Time Rating	(13.1kA)	3 sec	



E29 & E31 current transformers are to be supplied as per following ratios:

Type (VBA)	O.C.B. Rating (150MVA)
Form (3)	Cycles (50)
CT Ratio (5/5)	Output (15VA)
Busbar Rating (600)	Current Rating (400)
Short Time Rating (13.1kA)	3 sec

These CT ratio's were recorded from existing old equipment at the distribution substations. The contractor shall be responsible to verify that CT ratio's and other ratings are suitable for the protection requirements at the substation.

STEELWORK

The design, supply and installation of all steel structures for the support of equipment shall be the responsibility of the Contractor. This shall be in accordance with Transnet freight rail specification CEE.0183.2002.

The manufacture of any steelwork shall not take place prior to the approval of the design drawings by the Supervisor/ Electrical Officer.

Transnet Freight Rail shall inspect the steelwork at the manufacturers works prior to dispatch.

All fasteners (nuts & bolts) shall be secured using flat and spring washers where necessary.

All steelwork shall be galvanized in accordance with SANS 121 and, where required painted in accordance with specification CEE 045 of 2002/1.

INSTALLATION

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.

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

Contractor shall re-use multi core cable and re-connect the tele-control that is currently available in the substation. The substation shall not be switched on unless the tele-control is fully operational.



INTERCONNECTION OF EQUIPMENT

High conductive silicon grease shall be liberally applied to all the connections.

All dissimilar metal connections (Cu to Al) shall be made using bi-metallic clamps that are specifically designed and manufactured to make that particular connection (ad hoc fabricated clamps are not acceptable).

DISPOSAL AND TREATMENT OF OIL AND OIL FILLED EQUIPMENT

The collection, handling and disposal of oil from the OCBs and VTs from the substation shall be done in a safe and environmentally sound manner.

Unless any equipment to be replaced containing oil is clearly certified PC free, the Contractor shall test or make arrangements for the testing of the equipment oil for Polychlorinated Biphenyls (PCBs) before replacing the equipment and submit the results to Transnet Freight Rail.

This will be done by first conducting preliminary screening chlorine tests and where the levels of chlorine presence are above 50ppm, further detailed PCB tests and analyses shall be conducted.

The units with levels of contamination less than 20ppm Chlorine shall be disposed of following the normal disposal procedure.

Any units with residual PCB pollution, or oils contaminated to a level greater than 50ppm shall be treated as PCB ITEMS.

Equipment and oil with a PCB content of between 20 and 49 PPM is classified as 'mildly contaminated' and shall be properly identified, i.e. marked with yellow stickers, and disposed of as contaminated.

In case of PCB items being identified, handling and disposal of the equipment shall be done in accordance to "A Manual and Guidelines for Management of Polychlorinated Biphenyls in Transnet Freight Rail".

Approved degreasing agents on concrete surfaces shall be used, if required.

The costs for the screening chlorine test and provisional analyses of oils and soil for PCB's, the tests and analysis of soil to determine the levels where spillages has occurred, must be furnished by the Tenderers.

The Tenderer shall provide a provisional method statement and cost for the legal disposal of PCB items, such methodology and costing becoming applicable only in the event of PCB items requiring disposal, as specified, being required.

The old equipment that is not contaminated shall be transported by the Contractor to Transnet Freight Rail's Leeuhof Electrical Depot and scrapped by Transnet Freight Rail following normal Procedures.

The disposal of any PCB items shall be by thermal destruction method; encapsulation method is not permitted.



SITE TESTS

The equipment shall be inspected/tested and approved by Transnet Freight Rail Quality Assurance at the Contractor's workshop prior to it being taken to site. Only once the approval has been granted can the equipment be taken to site for installation.

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.

Functional on-site tests shall be conducted on all items of equipment and circuitry to prove the proper functioning and installation thereof.

The Contractor shall submit a detailed list of on-site tests for the approval of the Project Manager or Supervisor.

The Contractor shall arrange for the Supervisor or his representative to be present to witness the on-site tests.

The on-site tests and subsequent commissioning **will not commence until ALL CONSTRUCTION** work has been completed. Construction staff, material and equipment shall be removed from site prior to the commencement of testing. Testing and commissioning of the power plants equipment will not be allowed to take place in a construction site environment.

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.

At the completion of the on-site tests, the Project Manager or Supervisor or his representative shall either sign the tests sheets (supplied by the Contractor) as having witnessed the satisfactory completion thereof, or hand to the Contractor a list of defects requiring rectification.

Upon rectification of defects, the Contractor shall arrange for the Project Manager or Supervisor or his representative to certify satisfactory completion of on-site tests.

Acceptance by the Project Manager or Supervisor of satisfactory completion of on-site tests in no way relieves the Contractor of his obligation to rectify defects which may have been overlooked or become evident at a later stage.

COMMISSIONING OF EQUIPMENT

Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.

On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.

The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period.

It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.



The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

GUARANTEE AND DEFECTS

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.

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

The guarantee period for these standby plants shall expire after: A period of 12 months commencing on the date of completion of the contract or the date the standby plant was handed over to Transnet Freight Rail.

Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.

The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.

Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.

Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Supervisor and at the cost of the Contractor.

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

QUALITY AND INSPECTION

Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful Contractor.

The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date. The Contractor shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place.

The Contractor shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place.



SPECIFICATIONS

Unless otherwise specified all material and equipment supplied shall comply with the current edition of the relevant SANS, BS, IEC or Transnet Freight Rail publication where applicable.

The following standard specifications will be applicable to this contract.

South African National Standards:

SANS 1091 National colour standard.

SANS 763 Hot dip galvanised zinc coating.

SANS 121 Hot Dip Galvanised Coating for Fabricated Iron or Steel Article.

SANS 10142 Wiring Code.

British Standards

BS 37: Electricity meters

BS 3938: Specification for current transformers.

IEC Standards

IEC 60051: Direct acting analogue electrical measuring instruments.

IEC 60243: Electrical strength of insulating material.

South African National Standards

SANS 109: National colour standards for paint.

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

SANS 62271-100: High voltage switchgear and control gear.

SANS 60044-1: Instrument transformers-Current Transformers.

SANS 60060: High voltage test techniques.

SANS 60298: A.C. metal enclosed switchgear and control gear for rated voltages above 1 kV and up to 52 kV.

SANS 60947: Low voltage switchgear and control gear control circuit devices and switch elements.

Transnet Freight Rail

BBB 4182 Ver-1 Indoor, high voltage, alternating current switchgear and control gear.

BBC 0198 Ver-1: Specifications for requirements for the supply of electrical cables.

CEE.0023.90: Specifications for the installation of cables.

CEE.045: Painting of steel Components of Electrical Equipments.

CEE.0183.2002: Hot dip galvanising and painting of electrification steelwork.

CEE.0224.2002: Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract.

CEE-PA-13: Drawing for test block.



CEE-PA-56: Connection diagram for protection relays to CTs.

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

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

Constraints on how the *Contractor* Provides the Works

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

Requirements for the programme

Programme of work	: To be submitted by successful Contractor
CIDB rating	: 1EE and above
Format	: Bar chart
Information	: How work is going to be executed and commissioned
Submission	: Not Applicable
Site diary copies	: Successful Contractor to supply in triplicates carbon

Services and other things provided by the *Employer*

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

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

The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.

The Contractor shall ensure that a safety representative is at site at all times.

The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.

The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-

The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

The Occupational Health and Safety Act (Act 85 of 1993).

The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to



establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.

The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.

The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.

The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.

In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.

A penalty charge of **R4,000.00** per day will be levied for late completion.

10% retention money will be retained and will be released 12 months after the completion date of the contract.

The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Supervisor in writing.

The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.

Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energising or handing over.

All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.



The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd party suppliers/Manufacturers.

The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet freight rail specifications.

The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.

TENDERING PROCEDURE

An addendum reflecting changes to the project specification and 'Bill of Quantities' shall be forwarded to Contractors after the site meeting and Contractors shall quote accordingly, failure of which will result in disqualification.

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

Contractors shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.

During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.

Contractors shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.

Contractors shall motivate a statement of non-compliance.

The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energized. This chart shall be submitted to the Project Manager or Supervisor within 14 days after the award of the contract has been made to the successful Contractor.

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.

Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.

During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.

Contractors shall submit equipment type test certificates as specified on the contract. These shall be in English or certified translation.



Contract Data

Price List

Item	Description	Unit	Quantity	Rate	Price
A	Mapleton 6.6kV Substation				
1	Dismantle and remove old equipment from site on to Heidelberg depot.	sum	1		
2	Supply and install 3 phase, 11kV switchgear in accordance with specification BBB 4182 complete with protection relays.	ea	3		
3	Re-use existing control cables to connect new switchgear to telecontrol equipment.	sum	1		
4	Supply termination kits per cable installation.	sum	1		
5	Modify checker plates to correct switchgear size and re-paint checker plated black.	sum	1		
6	Supply paint and paint substation floor grey and substation wall white.	sum	1		
7	Redo substation earthing in accordance with Drawing No. CEE-PA-23.	sum	1		
8	Installation, Testing and Commissioning.	sum	1		
9	Catalogues, manuals and drawings.	sum	1		
10	P's and G's (Labour, site establishment, civil work, e.t.c.).	sum	1		
A	Sub Total for Mapleton =				
B	VAT (14% of A) =				
C	Gross Total (A + B) =				

SIGNATURE OF TENDERER:

Date: _____



SECTION 4

RFQ NUMBER STQ/HEID/6589

SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND DISMANTLE, REMOVE AND TRASPORT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG

RETURNABLE DOCUMENTS

Refer Document attached hereto

C.1.Returnable Schedules / Documents required for tender evaluation purposes (By e.g.

	Returnable Schedules / Documents	YES/NO/N/A	
1	Certificate Of Authority For Joint Ventures (Where Applicable	x	
2	Schedule of the Tenderers Experience	x	
3	Certificate of Attendance at Clarification Meeting	X	
4	Labour Payment Schedule	X	
5	Supplier Declaration form (version2)	X	
6	Letter of Good Standing with the Compensation Commissioner	x	
7	Original / Certified BBBEE Rating Certificate With Detailed Scorecard	X	
8	Statement Of Compliance With Requirements Of The Scope Of Work	x	
9	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets where BBBEE not provided.	x	
10	Certified Copy of Share Certificates CK1 & CK2	x	
11	Certified Copy Of Certificate Of Incorporation and CM29 and CM9	x	
12	Certified Copy of Identity Documents of Shareholders/Directors/Members (Where Applicable)	x	
13	Cancelled Cheque	X	
14	Original current Tax Clearance Certificate	X	
15	Original Vat Registration Certificate	X	
16	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy	X	

SIGNATURE OF TENDERER:

Date: _____



SECTION 5

RFQ NUMBER STQ/HEID/6589

SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND DISMANTLE, REMOVE AND TRASPORT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG

SUPPLIER DECLARATION FORM

Refer Document attached hereto

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request.

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.



NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

Supplier Declaration Form

Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						
Bank Name				Bank Account Number		
Postal Address					Code	
Physical Address					Code	
Contact Person						
Designation						
Telephone						
Email						
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million	



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 Service Supplied (E.G.: Stationery/Consulting)						

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable) (* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and		Other (Specify)	



3.5 List details of current directors, officers, chairman, secretary etc. of the firm: *

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6 List details of firms personnel who have an ownership interest in another firm: *

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (* - Minimum requirements)

4.1 How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1 In terms of above kindly provide numbers on women and disabled persone

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1 Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

YES		NO	
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4.2.2	Is your company a recipient of Enterprise Development Contributions?*		
YES	<input type="text"/>	NO	<input type="text"/>

4.2.3	May the above mentioned information be shared and included in Transnet Supplier Data future reference? *		
YES	<input type="text"/>	NO	<input type="text"/>

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *		
YES	<input type="text"/>	NO	<input type="text"/>

4.2.5	If yes (above) kindly provide the following information:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Part Time	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Disabled	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

4.2.7	Are any of your members/shareholders/directors ex employees of Transnet?		
YES	<input type="text"/>	NO	<input type="text"/>

4.2.8	Are any of your family members employees of Transnet?		
YES	<input type="text"/>	NO	<input type="text"/>

4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department											
TFR	<input type="text"/>	TRE	<input type="text"/>	TPT	<input type="text"/>	TPL	<input type="text"/>	TNPA	<input type="text"/>	TRN	<input type="text"/>
Create	<input type="text"/>	Amend	<input type="text"/>	Block	<input type="text"/>	Unbloc	<input type="text"/>	Once-Off / Emergency			<input type="text"/>
Exten	<input type="text"/>	Delete	<input type="text"/>	Undele	<input type="text"/>						<input type="text"/>
Supplier's trading name		<input type="text"/>									
Supplier's registered name		<input type="text"/>									
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes	<input type="text"/>	No	<input type="text"/>
If yes please submit a copy of the letter of award				<input type="text"/>							



a) What is being procured from the supplier?				
i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and products	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
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c) If your reply to (b) is "NO", please furnish reasons :

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
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Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of

NARROW BASED (NB)				BROADBASED (BBBEE)										
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE						
Name				Grade		Date				Signature				
						Y	Y	Y	Y	M	M	D	D	
						Y	Y	Y	Y	M	M	D	D	



SECTION 6

RFQ NUMBER STQ/HEID/6589

**SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND DISMANTLE,
REMOVE AND TRASPORT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER THE CONTROL
OF THE DEPOT ENGINEER, HEIDELBERG**

GENERAL TERMS AND CONDITIONS (CSS5 – SERVICES)

Refer Document attached hereto

“PREVIEW COPY ONLY”



SECTION 7

RFQ NUMBER STQ/HEID/6589

**SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND
DISMANTLE,REMOVE AND TRASPORT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER
THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG**

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

Refer Document attached hereto

“PREVIEW COPY ONLY”



SECTION 8

RFQ NUMBER STQ/HEID/6589

**SUPPLY, INSTALL, TEST AND COMMISSION OF 11KV SWITCHCHGEARS AND
DISMANTLE,REMOVE AND TRASPORT OLD EQUIPMENT AT MAPLETON SUBSTATION UNDER
THE CONTROL OF THE DEPOT ENGINEER, HEIDELBERG**

Refer Document attached hereto

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2010

BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] ("the Company") (Registration Number) 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 Proposal.

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement:-

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

"Confidential Information" means Information 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 Proposal 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:-

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) 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



- (iii) 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;

“**Group**” means any subsidiary, any holding company and any subsidiary of any holding company of either party;

“**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;

“**Proposal**” means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

2. Confidential Information

- 2.1 The Receiving Party will treat and keep all Confidential Information 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 Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.
- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
 - (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 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
 - (ii) 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 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate 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 to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 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 Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:
- (i) Return all written Confidential Information (including all copies); and
 - (ii) 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 Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above).

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

- 3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

4. Announcements

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal 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 [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) 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 Proposal and in complying with the terms of this Agreement.

7. Representations

- 7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.



7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

8. Adequacy of damages

8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by 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.

9. Data Protection

The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

10. General

10.1 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.

10.2 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.

10.3 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.

10.4 This Agreement may only be modified by a written agreement duly signed by persons authorized on behalf of each party.

10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

10.6 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.



TRANSNET LIMITED:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

[Insert company name]:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

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TRANSNET



delivering on our commitment to you

Suppliers Code of Conduct

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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.



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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



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