

Transnet Engineering

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE

RFP NUMBER	: TE/2026/03/1061/3623/RFP
ISSUE DATE	: 22 APRIL 2026
COMPULSORY BRIEFING	: 06 MAY 2026
CLOSING DATE	: 18 MAY 2026
CLOSING TIME	: 11H00 AM
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

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DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as a Tenderer].

DESCRIPTION	FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at 311 Solomon Mahlangu Drive, Main Boardroom, Transnet Engineering on the 06 MAY 2026, at 11:00am [11 O'clock] for a period of ± 1 (one) hour. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p>
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	<p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients, and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo Breathalyzer testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports, or drivers licenses are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
<p>CLOSING DATE</p>	<p>11:00 AM on (18 MAY 2026)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

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2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website

(<https://transnetetenders.azurewebsites.net>).

- Click on "ADVERTISED TENDERS" to view advertised tenders.
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information).
- Click on "SIGN IN/REGISTER" - to sign in if already registered.
- Toggle (click to switch) the "Log an Intent" button to submit a bid.
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth, or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders because of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e., pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to

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Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action because of its issuance of this Tender and/or its receipt of a tender offer. Please note that Transnet reserves the right to:

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender.
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable.
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract.
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise.
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date.
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so.
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s).
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

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4.11. Transnet reserves the right to exclude any Tenderers from the tender 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, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-16, [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer.*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether the Tenderer is awarded a contract.

6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury’s Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number..... (**Tender Data**)

Transnet urges its clients, suppliers, and the public.
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender. T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules

Part C: The contract

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance
C1.2 Contract data (Part 1 & 2)

Part C2: Pricing data

C2.1 Pricing instructions
C2.2 Bill of Quantities

Part C3: Scope of work

C3.1 Works Information

C.1.4 The Employer's agent is: Procurement Manager

Name: Linda Shabalala

Address: 311, Solomon Mahlangu Drive

Tel No. 031 361 4380

E – mail linda.shabalala@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or Higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **7EP or Higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB.
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status: and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or Higher than a contractor grading designation determined in accordance with the sum tendered for a **7EP or Higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement.

Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.

3. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70 points**.

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The evaluation criteria for measuring functionality and the points for each criterion and, if any, each sub-criterion is as stated in C.3.11.3 below.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

Category	Criteria	Weightings	Scoring Methodology Based on Weight	Evidence
1.	<p>Organization and staffing:</p> <p>Reporting Structure (Organogram) to be used for this contract consisting of the Suppliers' Key staff personnel and Supporting Specialists together with their CV's, Qualifications and Professional certificates</p>	20 points	<p>1.2 Health and Safety Officer who possess Operating Regulation High Voltage System (ORHVS) certificate only valid certificates, with minimum of 3 years work experience = 5 points</p> <p>Non-compliant (if either the certificate required on 1.2 or CV with minimum of three years experience is missing) = 0</p> <hr/> <p>1.3 High/medium voltage authorised personnel with a valid installation regulation certificate for High voltage systems = 5 points</p> <p>Non-compliant (if either the certificate required on 1.3 or CV with minimum of three years experience is missing) = 0</p> <hr/> <p>2.1 Professional ECSA accreditation for Pr.Eng Electrical Engineer or Professional ECSA Electrical Technologist = 5 points</p> <p>Non-compliant (if either the academic qualification required on 2.1 or CV with minimum of</p>	<p>Bidders submitted the Organogram and the Supporting Documents for the following Professionals:</p> <p>1. Key staff personnel with at least a minimum of 3 years' experience:</p> <p>1.1 Contracts Manager. 1.2 Health and Safety Officer who possess Operating Regulation High Voltage System (ORHVS) certificate only valid certificates will be accepted</p> <p>1.3 High/medium voltage authorised personnel with a valid installation regulation certificate for High voltage systems</p> <p><i>CV's and Qualifications of each staff personnel to be submitted.</i></p> <p>2. Supporting Specialist professional registered personnel with at least a minimum of 3 years' experience:</p> <p>2.1 Professional ECSA accreditation for Pr. Eng Electrical Engineer or Professional ECSA Electrical Technologist.</p> <p>2.2. Medium voltage termination and Jointing electrician/ Medium voltage cable jointer who have completed any of the following SAQA Unit Standard: 58204, 113862, 243668.</p> <p><i>CV's, qualifications and professional</i></p>

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			<p>three years experience is missing) = 0</p> <p>2.2 Medium voltage termination and Jointing electrician/ Medium voltage cable jointer who have completed any of the following SAQA Unit Standard: 58204, 113862, 243668., are attached and CVs with minimum of three years experience) = 5 points</p> <p>Non-compliant (if either the certificate required on 2.2 or CV with minimum of three years experience is missing) = 0</p>	<p><i>certificates in relation to the scope of work to be submitted.</i></p>
<p>2.</p>	<p>Proposed project plan for Electrical Substations which consists of a list of key activities and time frames including but not limited to the following:</p>	<p>10 points</p>	<p>Detailed program with all activities and time frames included = 10 Points</p> <p>If all the items listed in the evidence are not submitted in the program = 0 points</p>	<p>Proposed project plan for Electrical Substations which consists of a list of key activities and time frames including but not limited to the following:</p> <p>A. Design and Approval for Electrical Substations drawings in conjunction with Transnet Plant Engineer.</p> <p>a.1. Medium Voltage design and approval</p> <p>a.2. Low Voltage design and approval</p> <p>B. Safety file approval for Electrical Substations in conjunction with Transnet risk practitioner and Regional Plant Engineer</p> <p>C. Ordering and delivery of materials for Electrical Substation.</p> <p>C.1. Medium Voltage Equipment</p> <p>C.2. Low Voltage Equipment</p> <p>C.3. Cables and accessories</p>

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				<p>D. De-commissioning for Electrical Substations.</p> <p>D.1. Medium Voltage Equipment</p> <p>D.2. Low Voltage Equipment</p> <p>D.3. Removal of medium voltage equipment</p> <p>D.4. Removal of Low voltage equipment</p> <p>E. Installation and Termination for Electrical Substations</p> <p>E.1. Medium voltage equipment, cabling, and protection.</p> <p>E.2. Low voltage equipment, cabling, and protection.</p> <p>F. Commissioning and Testing for Electrical Substations:</p> <p>F.1. Commissioning plan for approval in conjunction with Transnet representatives</p> <p>F.2. Pre-commissioning medium voltage equipment, metering, and protection.</p> <p>F.3. Pre-commissioning low voltage equipment and metering.</p> <p>F.4. Final commissioning and testing of Medium voltage system</p> <p>F.5. Final commissioning and testing of Low voltage system</p>
	<p>APPROACH AND METHODOLOGY</p>	<p>10 Points</p>	<p>No information provided, or submission of no substance/ irrelevant information provided. = 0 Points</p> <p>The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The</p>	<p>Methodology</p> <p>Methodology responds to the scope of work (providing maintenance, service and repair of elevators.) service. Methodology is a set of principles and practices that will guide in organizing this to ensure its optimum performance.</p>

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			<p>project plan and approach to managing risk, is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects. 1 - 5 methodology topics covered = 5 Points</p>	<p>Methodology topics.</p> <ol style="list-style-type: none"> 1. Compliance with Health, safety and environmental requirements 2. Sourcing of spares / components. 3. Managing delays at Sea ports / Customs. 4. Supply and delivery of spares / components. 5. Stripping, transportation and storage of old spares / components. 6. Electrical MV and LV infrastructure Installation Works. 7. Testing, calibration and commissioning. 8. Training. 9. Submission of tender closing documents, including design package, engineering drawings, parts manual, parts numbers, operating manuals, service manuals, SOP, etc. 10. Warranty, covering workmanship and spares / components.
			<p>Over above meeting the good rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working state of the art approaches. The programme is well throughout and makes allowance for all key issues. 10 methodology topics covered = 10 Points</p>	
	Valid OEM letter confirming the supplier/bidder as the OEM for the Electrical Substation equipment	60 Points	<p>No submission of Valid OEM letter confirming the supplier / bidder as the OEM for the Electrical Substation equipment = 0 Points</p> <p>Submitted Valid OEM letter confirming the supplier / bidder as the OEM for the Electrical Substation equipment = 60 Points</p>	Valid OEM letter confirming the supplier as the OEM for the Electrical Substation equipment
Total		100 points		
Threshold		70 points		

C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to, and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorized representative.

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language**.

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

C2.15.1

Identification details: The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:
Employer's Agent:

C.2.13.9 Telephonic, telegraphic, facsimile, or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:

Time: **11:00AM** on the **18 MAY 2026**

Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>).

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalized within the validity period.

- C The tenderer is required to submit with his tender:
- .2.23
1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or an affidavit confirming annual turnover and level of Black ownership, in line with the code of good practice, together with the tender.
 3. A valid CIDB certificate in the correct designated grading.
 4. Proof of registration on the Central Supplier Database.
 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

Note: Refer to Section T2.1 for List of Returnable Documents

C3.11 The minimum number of evaluation points for functionality is **70**

The procedure for the evaluation of responsive tenders is Functionality, Price, and Preference:

Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality Criteria

The functionality criteria and maximum score in respect of each of the criteria are as follows:

(Please see CIDB Compiler guidance note T1.2 – Tender Data).

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-02 Organization and staffing
- T2.2-03 Project schedules with timelines
- T2.2-04 Approach & Methodology
- T2.2-05 Valid OEM letter confirming the supplier/bidder

The scores of each of the evaluators will be averaged, weighted, and then totaled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

Note: Any tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.

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C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

(Please select the applicable statement and delete the other and delete this note).

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes,

Thresholds	Minimum Threshold
Technical / functionality	70 Points

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80 Points
Specific goals - Scorecard	20 Points
TOTAL SCORE:	100 Points

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points.

The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

The maximum points for this bid are allocated as follows:

DESCRIPTION		POINTS
PRICE		80
B-BBEE STATUS LEVEL OF CONTRIBUTION		20
Specific Goals	Number of Points allocated (80/20)	
B-BBEE Level of contributor (1 or 2)	5	
51% Black Youth Owned Entities	5	
Entities Owned by People with Disability	5	
30% Black Women Ownership	5	
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	
Total points for Price and Specific Goals must not exceed		100

Note: Transnet reserves the right to carry out an independent audit of the tenderer's scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.13 Tender offers will only be accepted if:

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1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters.
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are objective criteria which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract,
 - d) has the legal capacity to enter the contract,
 - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - f) complies with the legal requirements, if any, stated in the tender data and
 - g) is able, in the option of the employer to perform the contract free of conflicts of interest.

C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
51% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form.

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T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

- T2.2-01 **Stage one as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at `Compulsory Tender Clarification Meeting
- T2.2-02 **Stage two as per CIDB: as per CIDB: Eligibility Criteria Schedule** - CIDB Registration **7EP or Higher**

2.1.2 Stage three as per CIDB: these schedules will be used for evaluation purposes:

- T2.2-02 Organization and staffing
- T2.2-03 Project schedule with timelines
- T2.2-04 Approach & Methodology
- T2.2-05 Valid OEM letter confirming the supplier/bidder

2.1.3 Returnable Schedules:

General:

- T2.2-08 Authority to submit tender.
- T2.2-09 Record of addenda to tender documents.
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Availability of equipment and other resources
- T2.2-13 Site Establishment requirements

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

ANNEX G Compulsory Enterprise Questionnaire

Agreement and Commitment by Tenderer:

- T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFP Declaration Form
- T2.2-17 RFP – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Service Provider Integrity Pact
- T2.2-20 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-21 Insurance provided by the Contractor.
- T2.2-22 Two (2) years audited financial statements.
- T2.2.23 Form of Intent to provide a Performance Guarantee
- T2.2.24 Forecast Rate of Invoicing
- T2.2.25 BUILD PROGRAMME - CIDB Standard for Contract Skills Development Goals

1.3.3 Transnet Vendor Registration Form:

- T2.2-26 Transnet Vendor Registration Form

2.2 C1.1 OFFER PORTION OF FORM OF OFFER & ACCEPTANCE

2.3 C1.2 CONTRACT DATA

2.4 C1.3 FORMS OF SECURITIES

2.5 C2.1 PRICING INSTRUCTIONS (BILL OF QUANTITIES)

2.6 C2.2 BILL OF QUANTITIES

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that.

(Company Name)

Represented

(Name and

by:

Surname)

Was represented at the compulsory tender clarification meeting.

Held at:		
On (date)		Starting time:

Of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

**For and on Behalf of the
Employers Agent.**

Date

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

- 4. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or Higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 7EP or Higher class of construction work, are eligible to have their tenders evaluated.**

5. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

- 1. Every member of the joint venture is registered with the CIDB.**
- 2. The lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status: and**
- 3. The combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or Higher than a contractor grading designation determined in accordance with the sum tendered for a 7EP or Higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations**
- 4. The Contractor shall provide the employer with a certified copy of its signed joint venture agreement.**

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and if the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-02: Evaluation Schedule – Organization and staffing

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services and submit the following list of Key Persons assigned to the above disciplines.

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Contracts Manager		
2	Health and Safety Officer		
3	High/medium voltage authorised personnel		
4	Professional Electrical Engineer/Professional Technologist		
5	Medium voltage termination and Jointing electrician/ Medium voltage cable joiner		

Category	Criteria	Weightings	Scoring Methodology Based on Weight	Evidence
T2.2-02	<p>Organization and staffing:</p> <p>Reporting Structure (Organogram) to be used for this contract consisting of the Suppliers' Key staff personnel and Supporting Specialists together with their CV's, Qualifications and Professional certificates</p>	20 points	<p>1.2 Health and Safety Officer who possess Operating Regulation High Voltage System (ORHVS) certificate only valid certificates, with minimum of 3 years work experience = 5 points</p> <p>Non-compliant (if either the certificate required on 1.2 or CV with minimum of three years experience is missing) = 0</p>	<p>Bidders submitted the Organogram and the Supporting Documents for the following Professionals:</p> <p>2. Key staff personnel with at least a minimum of 3 years' experience:</p> <p>2.1 Contracts Manager.</p> <p>2.2 Health and Safety Officer who possess Operating Regulation High Voltage System (ORHVS) certificate only valid certificates will be accepted</p> <p>2.3 High/medium voltage authorised personnel with a valid installation regulation certificate for High voltage systems</p> <p><i>CV's and Qualifications of each staff personnel to be submitted.</i></p> <p>2. Supporting Specialist professional registered personnel with at least a minimum of 3 years' experience:</p>

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				<p>2.1 Professional ECSA accreditation for Pr. Eng Electrical Engineer or Professional ECSA Electrical Technologist.</p> <p>2.2. Medium voltage termination and Jointing electrician/ Medium voltage cable jointer who have completed any of the following SAQA Unit Standard: 58204, 113862, 243668.</p> <p><i>CV's, qualifications and professional certificates in relation to the scope of work to be submitted.</i></p>
--	--	--	--	---

T2.2-03: Evaluation Schedule: Project Schedules with timelines

Criteria		Weightings	Scoring Methodology Based on Weight	Evidence
T2.2-03	Proposed project plan for Electrical Substations which consists of a list of key activities and time frames including but not limited to the following:	10 points	Detailed program with all activities and time frames included = 10 Points	<p>Proposed project plan for Electrical Substations which consists of a list of key activities and time frames including but not limited to the following:</p> <p>A. Design and Approval for Electrical Substations drawings in conjunction with Transnet Plant Engineer.</p> <p>a.1. Medium Voltage design and approval</p> <p>a.2. Low Voltage design and approval</p> <p>B. Safety file approval for Electrical Substations in conjunction with Transnet risk practitioner and Regional Plant Engineer</p> <p>C. Ordering and delivery of materials for Electrical Substation.</p>

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				<p>C.1. Medium Voltage Equipment</p> <p>C.2. Low Voltage Equipment</p> <p>C.3. Cables and accessories</p> <p>D. De-commissioning for Electrical Substations.</p> <p>D.1. Medium Voltage Equipment</p> <p>D.2. Low Voltage Equipment</p> <p>D.3. Removal of medium voltage equipment</p> <p>D.4. Removal of Low voltage equipment</p> <p>E. Installation and Termination for Electrical Substations</p> <p>E.1. Medium voltage equipment, cabling, and protection.</p> <p>E.2. Low voltage equipment, cabling, and protection.</p> <p>F. Commissioning and Testing for Electrical Substations:</p> <p>F.1. Commissioning plan for approval in conjunction with Transnet representatives</p> <p>F.2. Pre-commissioning medium voltage equipment, metering, and protection.</p> <p>F.3. Pre-commissioning low voltage equipment and metering.</p> <p>F.4. Final commissioning and testing of Medium voltage system</p> <p>F.5. Final commissioning and testing of Low voltage system</p>
--	--	--	--	--

T2.2-04: Evaluation Schedule: Approach and Methodology

The Tenderer submits the approach and methodology which responds to the scope of works and outlines the deliverables listed on the project schedules.

Criteria	Category	Weightings	Scoring Methodology Based on Weight	Evidence
T2.2-04	APPROACH AND METHODOLOGY	10 Points	No information provided, or submission of no substance/ irrelevant information provided. = 0 Points	<p>Methodology</p> <p>Methodology responds to the scope of work (providing maintenance, service and repair of elevators.) service. Methodology is a set of principles and practices that will guide in organizing this to ensure its optimum performance.</p> <p>Methodology topics.</p> <ol style="list-style-type: none"> 1. Compliance with Health, safety and environmental requirements 2. Sourcing of spares / components. 3. Managing delays at Sea ports / Customs. 4. Supply and delivery of spares / components. 5. Stripping, transportation and storage of old spares / components. 6. Electrical MV and LV infrastructure Installation Works. 7. Testing, calibration and commissioning. 8. Training. 9. Submission of tender closing documents, including design package, engineering drawings, parts manual, parts numbers, operating manuals, service manuals, SOP, etc. 10. Warranty, covering workmanship and spares / components.
			The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk, is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects. 9 methodology topics covered = 05 Points	
			Over above meeting the good rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working state of the art approaches. The programme is well throughout and makes allowance for all key issues. 10 methodology topics covered = 10 Points	

T2.2-05: Valid OEM letter confirming the supplier/bidder

Criteria	Category	Weightings	Scoring Methodology Based on Weight	Evidence
T2.2-05	Valid OEM letter confirming the supplier/bidder as the OEM for the Electrical Substation equipment	60 Points	No submission of Valid OEM letter confirming the supplier / bidder as the OEM for the Electrical Substation equipment = 0 Points Submitted Valid OEM letter confirming the supplier / bidder as the OEM for the Electrical Substation equipment = 60 Points	Valid OEM letter confirming the supplier as the OEM for the Electrical Substation equipment

T2.2-08: Authority to submit a Tender.

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

I, _____ chairperson of the board of directors _____
_____, hereby confirm that by resolution of the board taken
on _____ (date), Mr/Ms _____, acting in the capacity of
_____, was authorised to sign all documents in connection
with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____
_____ hereby authorise Mr/Ms _____ acting in the
capacity of _____, to sign all documents in connection with the
tender offer for Contract _____ and any contract resulting from it on
our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.



C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____, an authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore, we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

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D. Certificate for Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the business trading as _____.

Signed

Date

Name

Position

Sole Proprietor



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T2.2-10: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to conduct the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum Quantities of work concurrently performed by the Tenderer in the recent past to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature.
 - 1 Current and future work on his order book, showing Quantities and type of equipment.
- Quantities of work for which the Tenderer has tenders in the market or is currently tendering on.
 - 2 The work as covered in this Works Information, planned, and scheduled as per the Tenderer’s capacities and methods but meeting the required delivery schedule.

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

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T2.2-12: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been considered in this specific tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Attach additional pages if more space is required.

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T2.2-13: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Works and mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1 and provide mitigation thereof.

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

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T2.2-15 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate, I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation.
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities, or experience; and
 - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
- 6., without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - a) prices.
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors, or formulas used to calculate prices.
 - d) the intention or decision to submit or not to submit, a Tender.
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or

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f) Tendering with the intention not winning the tender.

7. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, Quantities, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

1. **SECTION 1: NAME OF ENTERPRISE:** _____

2. **SECTION 2: VAT REGISTRATION NUMBER, IF ANY:** _____

3. **SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:** _____

4. **SECTION 4: CSD NUMBER:** _____

5. **SECTION 5: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS**

Name	Identity number	Personal income tax number

* Complete only if sole proprietor or partnership and attach separate page if more than three partners

6. **SECTION 6: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS**

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.

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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked, or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

.....
Name

.....
Position

Enterprise

name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price.
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy.

1.4 The maximum points for this bid are allocated as follows:

		POINTS
PRICE		80
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2		20
Specific Goals	Number of points allocated (80/20)	

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B-BBEE Level of contributor (1 or 2)	5	
51% Black Youth Owned Entities	5	
Entities Owned by People with Disability	5	
30% Black Women Ownership	5	
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	
Total points for Price and B-BBEE must not exceed		100

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- (b) **"B-BBEE"** means broad-based Black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-

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Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents.
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorized body or person.
 - ii) an affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (k) **"Rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where?

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+51% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency. Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and Black ownership (only Black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]

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EME¹	<p>Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and Black ownership.</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and Black ownership.</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 4.3 A trust, consortium, or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or Higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide an affidavit as the generic codes are not applicable to them.

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6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

6.1 B-BBEE Status Level of Contribution: . = (maximum of 5 points)
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Supplier
- Other Suppliers, e.g., transporter, etc.

[TICK APPLICABLE BOX]

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

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8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, which would affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
 - (a) disqualify the person from the bidding process.
 - (b) recover costs, losses, or damages it has incurred or suffered because of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalize the bidder up to 10 percent of the value of the contract.
 - (e) recommend that the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

CF

<p>WITNESSES</p> <p>1.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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2.2

Full Name	Identity Number	Name of State institution

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, Quantities, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

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3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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T2.2-16 NON-DISCLOSURE AGREEMENT

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of day of 20..... by and between:

TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street, Braamfontein, Johannesburg 2000

and

.....
(Registration No.), a private company incorporated and existing under the laws of South Africa having its principal place of business 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 Tender 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 (hereinafter Tender) 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:



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- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than because of disclosure by the Receiving Party or any of its Agent's contrary to the terms of this Agreement]; or
- 1.3.2 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
- 1.3.3 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; or
- 1.5 Information means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, knowledge, 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 Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 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 always remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 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 2.3.2 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

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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:
 - 3.3.1 return all written Confidential Information [including all copies]; and
 - 3.3.2 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 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender 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 Tender 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 Tender 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.

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8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa’s general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender 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 Tender 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.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

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T2.2-16: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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 Tenderer is required to disclose excludes relatively minor offences or misdemeanors, 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 Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal, or regulatory obligation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-17: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by us for tender clarification purposes.
2. we have received all information we deemed necessary for the completion of this Tender.
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents.
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:



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Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-19 "Service Provider Integrity Pact".

For and on behalf of duly authorised thereto
Name:
Signature:
Date:



Transnet Engineering

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IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding a tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-18: Supplier Code of Conduct

Transnet SOC Limited 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:

- The 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)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise 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

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1. *Transnet SOC Limited 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 ensure the desired outcome of a sourcing activity.
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

- 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.

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

- 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 is conducted, and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

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T2.2-19 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with and agree with the content.

The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards, and the principles of economical use of resources, fairness, and transparency in its relations with its Tenderers/Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer/Service Provider/Contractor hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's/Service Provider's/Contractor's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud, and corruption by following a system that is fair, transparent, and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers/Service Providers/Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods, and services; and
- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud, and corruption and to observe the following principles:

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency, and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

3.1 Transnet has a 'Zero Gifts' Policy. No employee is allowed to accept gifts, favours, or benefits.

a) Transnet officials and employees shall not solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees shall not solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under no circumstances should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes, or kickbacks of any kind must never be solicited, accepted, or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit, or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise, or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption, and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.
- Principle 4: the elimination of all forms of forced and compulsory labour.
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges.
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation.
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities, or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

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4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:

- a) prices.
- b) geographical area where Goods or Services will be rendered [market allocation].
- c) methods, factors, or formulas used to calculate prices.
- d) the intention or decision to submit or not to submit, a Tender.
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, Quantities, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any

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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.

5 DISQUALIFICATIONS FROM TENDERING PROCESS

5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "prima facie" (i.e., on the face of it) case has been established.

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a banned company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders.
- b) has, after being notified of the acceptance of his Tender, failed, or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents.
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract.
- d) has offered, promised, or given a bribe in relation to the obtaining or execution of the contract.
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise, or person.

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

- (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness.
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor.
- h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e., entities owned, controlled, or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

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- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue.
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor.
- c) Recover all sums already paid by Transnet.
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest.
- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e., a family, business and / or social relationship between its owner(s)/

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member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances have arisen.

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) Vexatious proceedings: these are frivolous proceedings which have been instituted without proper grounds.
- b) Perjury: where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit.
- c) Scurrilous allegations: where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive, or defamatory; and
- d) Abuse of court process: when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERALS

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent, or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

I duly authorised by the tendering entity, hereby certify that the tendering entity are fully acquainted with the contents of the Integrity Pact and further agree to abide by it in full.

Signature

Date



Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(Insert name of Director or as per Authority) *(Insert name of Company)*
Resolution from Board of Directors)

hereby acknowledge having read, understood, and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at _____

Signature

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

T2.2-21: Insurance provided by the *Contractor*.

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005) (amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Contractor* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			



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T2.2-22: Two (2) year audited financial statements.

Attached to this schedule is the last Two (2) year audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....
.....
.....
.....
.....
.....
.....



T2.2-23: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor
(Bank/Insurer)

.....

Address

.....

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

.....

Name

.....

Capacity

.....

On behalf of (name of tenderer)

.....

.....

Date

.....

Confirmed by Guarantor's Authorised Representative

Signature(s)

.....

Name (print)

.....

Capacity

.....

On behalf of Guarantor
(Bank/insurer)

.....

Date

.....

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T2.2-24: Forecast Rate of Invoicing

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

T2.2-25: CIDB Standard for Contract Skills Development Goals

The contractor shall achieve, in the performance of the contract, the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.43495 of 3 July 2020.

This standard is applicable to a contract, or an order issued in terms of a framework that has a duration of 12 months or more and a contract amount exceeding R20 million in the case of an engineering and construction works, or design and build contract or an order issued in terms of such contract. The Standard is applicable to all CIDB Classes of Works.

This standard establishes a minimum contract skills development goal to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities, linked to work associated with a contract culminating in or leading to:

- a) part or full occupational qualification registered on the National Qualification Framework;
- b) trade qualification leading to a listed trade (GG No. 35625, 31 August 2012)
- c) national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in the standard

The standard is obtainable from the CIDB's website www.cidb.org.za

The following construction skills development goals (%) for different classes of engineering and construction works contracts will apply:

Class of construction works as identified in terms of the cidb regulation		Construction skills development goal (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil Engineering and General Building	0.375
EB	Electrical Engineering work (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering	0.25
	Specialist works	0.25

In the case of the Standard there are no returnable documents notwithstanding the Employer shall provide the proforma documents that shall be completed by the contractors after award of the contract within the stipulated period. (Form A1 List of Recognised Skills Development Agencies, Form A2 Baseline Training Plan, Form A3 Project Interim Report, Form A4 Supervisor Agreement, Form A5 Project Completion Report)

PRO-FORMA DOCUMENTS ARE ATTACHED AS ANNEXURE A

CPM 2020 – Rev 01 Part T2: Returnable Schedules

Pag

SUPPLIER DECLARATION FORM

Please Note: This Supplier Declaration Form is only to be completed by the successful bidder who is awarded the contract.

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix V to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

Please Note: Effective **1 April 2016** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable), as EMEs and QSEs (QSE's with more than 51% ownership) are only expected to supply an affidavit as per (Appendix D and E). These affidavits must be resubmitted on an annual basis as failure to do so may result in the supplier's account being suspended.

In addition, please note of the following very important information:

1. **If your annual turnover is less than R10 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 certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific B-BBEE level based on any 4 of the 7 elements of the B-BBEE scorecard, please include your B-BBEE certificate in your submission as confirmation of your status. Or if the Supplier is a QSE with More than 51% Black owned, they can submit an affidavit (Appendix E).

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g., permanent SANAS Member).

3. **If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific B-BBEE level based on all seven elements of the B-BBEE generic scorecard. Please include your B-BBEE certificate in your submission as confirmation of your status.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. From 01 May 2015 only B-BBEE certificates issued by SANAS accredited verification agencies will be valid.

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**
PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013" (POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Transnet", and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In completing this Supplier Declaration form, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Transnet Vendor to facilitate for payment in the execution of the Agreement between Transnet and the Respondent and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend, or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

- 8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies, and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this Supplier Declaration Form (physically, through a computer or any other form of electronic communication).
- 9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes, or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
- 10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and their identity thereof in terms of the POPIA.
- 11. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet’s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 12. In submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is hereby consenting to the processing of their personal information for the purpose of this Supplier Declaration Form and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

YES		NO	
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- 13. Further, the Respondent declares that they have obtained all consents pertaining to other data subject’s personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise because of the processing of any personal information that the Respondent submitted to it.
- 14. The Respondent declares that the personal information submitted for the purpose of this Supplier Declaration Form is complete, accurate, not misleading, is up to date and may be updated where applicable.



Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

Supplier Declaration Form

Important Notice: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Did your company previously operate under another name?

Yes

No

If **YES** state, the previous details below:

Trading Name						
Registered Name						
Company Registration No or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status

VAT Registration Number

If **Exempted from VAT registration**, state reason and submit proof from

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE

SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original affidavit (see example in Appendix I). Your Non-VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		
	Code	
Company Postal Address		
	Code	
Company Telephone number		
Company Fax Number		
Company E-Mail Address		
Company Website Address		

Company Contact Person Name	
Designation	
Telephone	
Email	

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Is your company a Labour Broker?		Yes		No	
Main Product / Service Supplied e.g., Stationery / Consulting / Labour etc.					
How many personnel does the business employ?		Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit an affidavit, as per Appendix II.					

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	
--	-------------	--	----------------------------	--	-------------	--

Does your company have a valid B-BBEE certificate?				Yes		No	
What is your Broad-Based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of B-BBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician's letterhead, confirming the disability.							

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct

Name		Designation	
Signature		Date	

Stamp And Signature of Commissioner of Oaths

Name		Date	
Signature		Telephone No	

Example of an Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly
swear/declare that _____ is not a
registered VAT vendor and is not required to register as a VAT vendor because the
combined value of taxable supplies made by the provider in any 12-month period has not
exceeded or is not expected to exceed R1million threshold, as required in terms of the
Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus, signed and sworn to before me at _____ on this the __
_____ day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

Transnet Engineering
Tender Number: TE-2026-03-1061-3623-RFP

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**



Commissioner of Oaths

Example of an Affidavit or Solemn Declaration as to number of employees

Affidavit or Solemn Declaration

I, _____ solemnly
swear/declare that _____ employs three or more full
time employees, which employees are engaged in the business of rendering the services
of the organisation and are not connected persons as defined in the Income Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus, signed and sworn to before me at _____ on this the __
_____ day of _____ 20 _____,

the Deponent having knowledge that he/she knows and understands the contents of this
Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she
regards binding on his/her conscience and that the allegations herein contained are all
true and correct.

Transnet Engineering
Tender Number: TE-2026-03-1061-3623-RFP

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**



Commissioner of Oaths

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned.
- The enterprise is _____% Black woman owned.
- The enterprise is _____% Black youth owned.
- The enterprise is _____% black disabled owned.
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10,000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**



100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black. Owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black. Owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the **DTI** Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:

Date:

Commissioner of Oaths

Signature & stamp

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned.
- The enterprise is _____% Black woman owned.
- The enterprise is _____% Black youth owned.
- The enterprise is _____% black disabled owned.
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand).
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of **the DTI** Codes of Good Practice. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%	(b) Job Creation – 50% of jobs created are for Black people, provided that the number of Black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	



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(e) At least 85% of labour costs should be paid to South African employees by service industry entities		
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Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

C1.1: Form of Offer & Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract for the procurement of:

TITLE OF THE CONTRACT

FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE

The tenderer, identified in the Offer signature block, has.

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(In words)	

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Works Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details

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Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

*for the
Employer*

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here, and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Transnet SOC Ltd

Name & signature of witness

Date

C1.2 Contract Data

PART ONE - DATA PROVIDED BY THE *EMPLOYER*

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B: Priced contract with Bill of Quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X1: Price Adjustment for Inflation X2 Changes in the law X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability

Z: Additional conditions of contract

of the NEC3 Engineering
and Construction Contract
June 2005 (amended June
2006 and April 2013)

10.1 The *Employer* is: **Transnet SOC Ltd**
(Registration No. 1990/000900/30)

Address Registered address:
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Having elected its
Contractual Address for
the purposes of this
contract as:
Transnet Engineering
311 Solomon Mahlangu
Rosburgh
Durban
4000

10.1 The *Project Manager* is: **Stanley Mchunu**
(Name)
Address **311 Solomon Mahlangu, Rosburgh, Durban,**
4001
Tel **031 361 4189**

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

e-mail **Stanley.mchunu@transnet.net**

10.1 The *Supervisor* is: (Name) **Mzwenkosi Mapuko**

Address **311 Solomon Mahlangu, Rossburgh, Durban, 4001**

Tel No. **031 361 4198**

e-mail **Mzwenkosi.mapuko@transnet.net**

11.2(13) The *works* are **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

11.2(14) The following matters will be included in the Risk Register **None**

11.2(15) The *boundaries of the site* are **As stated in Part C4.1."**

11.2(16) The Site Information is in **Part C4**

11.2(19) The Works Information is in **Part C3**

12.2 The *law of the contract* is the law of **the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**

13.1 The *language of this contract* is **English**

13.3 The *period for reply* is **1 week**

2 The *Contractor's* main responsibilities **No additional data is required for this section of the *conditions of contract*.**

3 **Time**

11.2(3) The *completion date* for **31 March 2027**
the whole of the *works* is

30.1	The <i>access dates</i> are	Part of the Site	Date
		311 Solomon Mahlangu Drive	01/07/2026

31.1 The *Contractor* is to submit a first programme for acceptance within **2 weeks of the Contract Date.**

31.2 The *starting date* is **01 July 2026**

32.2 The *Contractor* submits revised programmes at intervals no longer than **2 weeks.**

35.1 The *Employer* is not willing to take over the *works* before the Completion Date.

4 Testing and Defects

42.2 The *defects date* is **52 (fifty-two) weeks after Completion of the whole of the *works*.**

43.2	The <i>defect correction period</i> is	2 weeks
------	--	----------------

5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.

51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.

6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
		and these measurements:
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's Site</i> establishment area

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

Durban

and which are available from:

South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
----------	--------------	--

8 Risks and insurance

80.1 These are additional **December shutdown**

Employer's risks

Rainy season/inclement weather may impact the project timelines.

84.1 The *Employer* provides these insurances from the Insurance Table

1 Insurance against: **Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**

Cover / indemnity: **to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are: **as stated in the insurance policy for Contract Works / Public Liability**

DESCRIPTION OF THE WORKS: **FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE**

- 2 Insurance against: **Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**
- Cover / indemnity **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
- The deductibles are **as stated in the insurance policy for Contract Works / Public Liability**
-
- 3 Insurance against: **Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**
- Cover / indemnity **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
- The deductibles are: **As stated in the insurance policy for Contract Works / Public Liability**
-
- 4 Insurance against: **Contract Works SASRIA insurance subject to the terms, exceptions, and conditions of the SASRIA coupon**
- Cover / indemnity **Cover / indemnity is to the extent provided by the SASRIA coupon**
- The deductibles are **The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**
-

Note: **The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**

84.1

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

- 1** **Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2** **Where the contract involves manufacture, and/or fabrication of Plant & Materials, components, or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components, or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**

- 3** **Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**

- 4** **Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**

- 7** **The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause Priced contract with Bill of Quantities	No additional data is required for this Option B.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise
11	Data for Option W1	

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W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Pretoria, South Africa
	The person or organisation who will choose an arbitrator. - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
	X1 Price adjustment for inflation	

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The proportions used to calculate the Price Adjustment Factor are:

Pro-portion	linked to index for	Index prepared by
0.30	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)
0.15	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1)
	Material (Electrical)	The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.

X2 **Changes in the law** **No additional data is required for this Option**

X7 **Delay damages (but not if Option X5 is also used)**

X7.1 Delay damages for Completion of the whole of the *works* are **R5000.00 per day not exceeding 10% of the contractual value**

X13 **Performance bond**

X13.1 The amount of the performance bond is 10%

X16 **Retention**

X16.1 The retention free amount is.

5% on all payments certified.

The retention percentage is

X18 **Limitation of liability**

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to: **Nil (this is the default position depending on a risk assessment; therefore, this can go up to Total of the Prices)**

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to: **The deductible of the relevant insurance policy**

X18.3 The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to: **The cost of correcting the Defect**

X18.4 The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to: **The Total of the Prices**

The *end of liability date* is

X18.5

2 years after Completion of the whole of the works

Z ***Additional conditions of contract are:***

Z3 Additional clauses relating to Joint Venture

Z3.1 Insert the additional core clause 27.5.

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables.**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture.**
- **The constituent's interests.**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents.**
- **Details of an internal dispute resolution procedure.**

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- **Written confirmation by all the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works.**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative.**
 - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time.**
 - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z3.2

Insert additional core clause 27.6.

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- **commenced business rescue proceedings (R22)**
- **repudiated this Contract (R23)**

Z4.2 Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z4.3

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z5

Right Reserved by the *Employer* to Conduct Vetting through SSA

Z5.1

The *Employer* reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

- 1. Confidential – this clearance is based on any information which may be used by malicious, opposing, or hostile elements to harm the objectives and functions of an organ of state.**
 - 2. Secret – clearance is based on any information which may be used by malicious, opposing, or hostile elements to disrupt the objectives and functions of an organ of state.**
 - 3. Top Secret – this clearance is based on information which may be used by malicious, opposing, or hostile elements to neutralise the objectives and functions of an organ of state.**
-

Z6 Additional Clause Relating to Collusion in the Construction Industry

Z6.1 **The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later about any declared tender rigging including blacklisting.**

Z7 Protection of Personal Information Act

Z7.1 **The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**

Z8 BBBEE Clauses

Z8.1

Insert additional clause 27.7.

27.7.1. The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels. To this end, the *Contractor* is to maintain and/or improve its B-BBEE Improvement Plan over the Contract period as per Returnable Schedule

27.2.2. The *Contractor* shall, for the duration of the Works, comply with the B-BBEE Improvement Plan. The accepted *Contractor's* B-BBEE Improvement Plan constitutes an offer to perform all its B-BBEE commitments and will constitute a binding agreement.

27.7.3. Breach of B-BBEE Improvement Plan commitments provide the *Employer* cause to terminate the contract.

27.7.6. The performance of the *Contractor* as compared to with the accepted B-BBEE Improvement Plan, shall be measured on an annual basis within 60 (sixty) days after the Anniversary Date for the duration of the Contract Period. To this end, the *Contractor* shall grant the *Employer* a right of access and provide the underlying data supporting the achievement by the *Contractor* of the targets specified in the accepted B-BBEE Improvement Plan, which underlying data shall be auditable.

27.7.7. The *Contractor* shall ensure that it has the relevant internal mechanisms and procedures in place to allow the *Employer* to measure and verify the *Contractor's* compliance with the accepted B-BBEE Improvement Plan. Without limiting the generality of the foregoing, the *Contractor* shall be obliged to provide the *Employer* with written quarterly status reports specifying the progress made by the *Contractor* in relation to the accepted B-BBEE Improvement Plan.

27.7.10. To the extent of that the *Contractor* has not complied with the accepted B-BBEE Improvement Plan, the *Employer* shall be entitled to levy penalties which shall be determined with reference to the actual aggregate amounts paid by the *Employer* to the *Contractor* in respect of the preceding 12 (twelve) calendar month intervals, such interval period shall commence from the Contract Date as follows:

27.7.11. Penalties will be levied based on the failure of the *Contractor* to achieve the targets specified in the accepted B-BBEE Improvement Plan rather than the failure of any constituent of the *Contractor* to contribute to the achievement of the targets in the accepted B-BBEE improvement plan.

27.7.12. In order to guarantee that the *Contractor* meet its obligations in terms of the accepted B-BBEE Improvement Plan and specifically during intervalthe *Employer* shall be entitled to retain 5% (five percent) of every payment due by the *Employer* to the *Contractor* ("B-BBEE Retention Amount").

27.7.13. The B-BBEE Retention amount shall be retained by the *Employer* as guarantee for the remaining obligations of the *Contractor* in terms of the accepted B-BBEE Improvement Plan.

27.7.14 The B-BBEE Retention Amount shall be deducted as part of the Retention in X16.1. The Retention in X16.1 shall be reduced to accommodate the B-BBEE Retention Amount. As such total Retention for the *works* shall not exceed 10%.

27.7.15. Should the *Contractor's* obligations:

- be met in terms of the accepted B-BBEE Improvement Plan, the B-BBEE Retention amount shall be released within 30 (thirty) days of the date of verification of compliance by the *Contractor* of its obligations in terms of the accepted B-BBEE Improvement Plan, at which time the monies shall be paid over to the *Contractor*.
- not be met, unless such failure is an attributable occurrence of an event which:
 - stops the *Contractor* Providing the *works* or
 - stops the *Contractor* Providing the *works* by the date shown on the Accepted Programme

and which

- neither Party could prevent and
- an experienced *Contractor* would have judged at the Contract to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it

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the *Contractor* shall forfeit the B-BBEE Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

27.7.16. Should the contract be extended the same provisions as applicable in the last interval shall continue to apply until Completion Date.

C1.2 Contract Data

PART TWO - DATA PROVIDED BY THE *CONTRACTOR*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and)	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	

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	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
2	Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(14))	The following matters will be included in the Risk Register	December shutdown Inclement weather season
31.1	The programme identified in the Contract Data is	
B	Priced contract with Bill of Quantities	
11.2(20))	The <i>Bill of Quantities</i> is in	

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11.2(30))	The tendered total of the Prices is	(In figures)		
		(In words), excluding VAT		
11.2(31))	The tendered total of the Prices is	(In figures)		
		(In words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
B	Priced contract with Bill of Quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

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61 in SCCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate	
62 in SCCC	The percentage for design overheads is	%		
63 in SCCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

22 in SCCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

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61 in SCCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62 in SCCC	The percentage for design overheads is	%	
63 in SCCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		



Part 2: Pricing Data

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	
C2.2	Bill of Quantities	

C2.1 Pricing Instructions: Option B

THE CONDITIONS OF CONTRACT

How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option B states:

**Identified 11
and**

defined terms 11.2 (20) The Bill of Quantities is the *Bill of Quantities* unless later changed in accordance with this contract.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Bill of Quantities unless later changed in accordance with this contract.

Measurement and Payment

1.2.1 The Bill of Quantities provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Bill of Quantities.

1.2.3 The Bill of Quantities work breakdown structure provided by the *Contractor* is based on the Bill of Quantities provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Bill of Quantities work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

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- 1.2.4 The *Contractor's* detailed Bill of Quantities summates back to the Bill of Quantities provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Bill of Quantities are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Bill of Quantities is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Bill of Quantities and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Bill of Quantities summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, and obligations relative to the Contract.

C2.2 BOQ

Bill of quantities compressor house substation

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	INSTALL	TOTAL
1	EMERGENCY CABLE REPAIRS					
1.1	Disconnect and remove existing damaged 11kV XLPE cables between the transformer and 11kV switchgear. (20M)	m	20			
1.2	Replace damages 11kV bushings on 2MVA transformer (3EA)	ea	3			
1.3	Supply and install new 11kV, 70mm ² , 3core XLPE cable between the transformer and switchgear. (20M)	m	20			
1.4	Supply and terminate 70mm ² , 11kV, 3core XLPE cable onto transformer and switchgear. (2EA)	ea	2			
1.5	Supply and install damaged AC/DC cables for BTU – 2,5mm ² x4c, SWA ECC. (50M)	m	50			
1.6	Supply and install damaged 2,5mm ² x7c SWA ECC cable between transformer and 11kV switchboard – control cable for transformer protection. (20M)	m	20			
1.7	Servicing of OCB's to confirm functionality of breaker trip/close circuits. (2EA)	ea	2			
1.8	Provide temporary 11KV ring main unit	ea	1			
2	EXISTING SUBSTATION EQUIPMENT					
2.1	MEDIUM-VOLTAGE EQUIPMENT This activity shall be carried out by the contractor in accordance with the proposed method statement regarding switching and isolation of busbar sections.					
2.1.1	Removal of existing 11kV panels, switchgear and return to the client (including loading, transportation within a 2km radius; offloading and disposal of oil). The activity shall be carried out by the contractor in accordance with the proposed method statement regarding switching and isolation of busbar sections.	sum	1			
2.2	LOW-VOLTAGE EQUIPMENT					
2.2.1	Allowance for de-energizing, dismantling and removal of existing Low-voltage busway(1600kVA transformer), (including loading, transportation within a 2km radius and offloading).	sum	1			

2.2.2	Allowance for the disconnecting and removal of existing 1600kVA transformer (including loading, transportation within a 2km radius and offloading).	sum	1			
3	PROPOSED SUBSTATION EQUIPMENT					
3.1	MEDIUM-VOLTAGE EQUIPMENT Supply and installation shall be carried out in accordance with SANS 10142-2 and Transnet MV Specification TE-001-MVSPEC. Contractor to ensure they obtain a copy of the Transnet MV specification .					
3.1.1	Supply and install 1250A, 31.5kA, 11kV Incomer panels, comprising of Current transformers and Protection relays as per specification TE-001-MVSPEC and Annexure 1 - Compressor House Substation.	ea	2			
3.1.2	Supply and install 1250A, 31.5kA, 11kV Transformer panels, comprising of Current transformers and Protection relays as per specification TE-001-MVSPEC and Annexure 1 - Compressor House Substation.	ea	2			
3.1.3	Supply and install 1250A, 31.5kA, 11kV Bus-section panel, comprising of Protection relays and Busbar earthing switch, etc, as per specification TE-001-MVSPEC and Annexure 1 - Compressor House Substation.	ea	1			
3.1.4	Supply and install a Voltage transformer panel, comprising of Busbar earthing switch, etc, as per specification TE-001-MVSPEC and Annexure 1 - Compressor House Substation.	ea	1			
3.1.5	Supply and install a Bus-riser panel, comprising of Voltage transformers, etc, as per specification TE-001-MVSPEC and Annexure 1 - Compressor House Substation.	ea	1			
3.1.6	Supply and install a Arc ducting as per specification TE-001-MVSPEC (Ducting to extend to the exterior of the substation with suitable weatherproof stainless steel cowl.	sum	1			
3.1.7	Termination of new 11kV, XLPE cables into new 11kV switchgear panels and transformers.	ea	6			
3.1.8	Disconnect and remove existing 11kV, transformer feeder cables and install with new.	ea	2			
3.1.9	Jointing of existing 11kV, 240mm ² PILC unto new 11kV, 185mm ² XLPE cables. All medium voltage jointing shall be done outside the substation walls.	ea	2			
3.2	LOW-VOLTAGE EQUIPMENT					
3.2.1	Refurbish existing spare 2MVA, 11kV/400V transformer.	ea	1			

3.2.2	Installation of refurbished 2MVA, 11kV/400V transformer (including rigging)	ea	1			
3.2.3	Supply and installation of new 150mm ² Single core PVC insulated Green/Yellow earth conductor cable from transformers to Low-voltage panel main earth terminal.	m	40			
3.2.4	Termination of new 150mm ² Single core PVC insulated Green/Yellow earth conductor cable (both ends).	ea	2			
3.2.5	Supply and install new 3200A rated busbars and supports between the refurbished 2MVA transformer and existing low-voltage panel Main ACB.	m	6			
3.2.6	Trace, locate and repair damaged Pilot wire cable between F47(Comp) and F21(Main)	ea	1			
4	MISCELLANEOUS SUBSTATION ITEMS/EQUIPMENT					
4.1	Tool rack (wall mounted).	ea	1			
4.2	VCB trolley.	ea	2			
4.3	Chequer plates to cover cable ducts around the switchgear panels (including cutting to fit equipment and painting).	sum	1			
4.4	Supply and install new 110Vdc Battery charger (using maintenance free Ni-Cad cells) as per specification TE-001-MVSPEC including all supply cables wiring from low-voltage panel local DB to battery charger and terminals.	ea	1			
4.5	Wiring for Main low-voltage ACB's / MV inter-tripping.	sum	1			
4.6	Epoxy coating of substation switchroom floors including surface preparation of floors.	m ²	40			
4.7	Allowance for removal of existing metering equipment from existing MV panels and reinstating on new MV panels.	sum	1			
4.8	Design, manufacture and install new substation doors as per Eskom specifications and Transnet Engineering's Works Information (Xpanda).	ea	2			
5	TESTING AND COMMISSIONING					
5.1	MEDIUM-VOLTAGE PANELS					
5.1.1	Allowance for FAT attendance by the client's representative and and contractors appointed Professional Engineer.	sum	1			
5.1.2	Pre-commissioning tests of 11kV panels by registered ECSA Professional Engineer specializing in commissioning of MV equipment and protection relays, including protection study and uploading of protection settings to various relays.	sum	1			

DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE

5.1.3	On-site commissioning and testing of 11kV panels by contractors appointed Professional Engineer (including of CoC in accordance with SANS 10142-2).	sum	1			
6	EARTHING					
6.1	Testing of existing substation earth mat/bonding in accordance with specification TE-005- EARTHINGSPEC. Provisional amount of Fifty Thousand rands for any remedial action to be taken if readings obtained is below acceptable value.	sum	1			
Subtotal A: To be carried forward to summary						R
ITEM	DESCRIPTION	UNIT	QTY		RATE	TOTAL COST
7.1	Office and storage facilities	day				
7.2	Ablution and latrine facilities	day				
7.3	Tools and equipment	day				
7.4	Supervision	day	15			
7.5	LDV's	day	15			
7.6	7ton Drop side truck	day				
7.7	Crane truck	day	3			
7.8	Site establishment	sum	1			
7.9	Safety and Compliance	sum	1			
7.10	Medicals	sum	1			
7.11	Contractual requirements	sum	1			
Subtotal B: To be carried forward to summary					R	
8	SUMMARY OF ELECTRICAL SCHEDULE G RATES					
8.1	Subtotal A					
8.2	Subtotal B (P&G's)					
Total Tender Price		R				

BAY 2 SUBSTATION

1	EXISTING SUBSTATION EQUIPMENT					
1.1	MEDIUM-VOLTAGE EQUIPMENT This activity shall be carried out by the contractor in accordance with the proposed method statement regarding switching and isolation of busbar sections.					
1.1.1	Removal of existing 11kV panels, switchgear and return to the client (including loading, transportation within a 2km radius; offloading and disposal of oil). The activity shall be carried out by the contractor in accordance with the proposed method statement regarding switching and isolation of busbar sections.	sum	1			
1.2	LOW-VOLTAGE EQUIPMENT					
1.2.1	Allowance for de-energizing, dismantling and removal of existing Low-voltage panels; and return to the client (including loading, transportation within a 2km radius and offloading).	sum	1			
1.2.2	Allowance for de-energizing, dismantling and removal of existing Low-voltage busways (including loading, transportation within a 2km radius and offloading).	sum	1			
2	PROPOSED SUBSTATION EQUIPMENT					
2.1	MEDIUM-VOLTAGE EQUIPMENT Supply and installation shall be carried out in accordance with SANS 10142-2 and Transnet MV Specification TE-001-MVSPEC. Contractor to ensure they obtain a copy of the Transnet MV specification prior to pricing the works.					
2.1.1	Supply and install 1250A, 31.5kA, 11kV Incomer panels, comprising of Current transformers and Protection relays as per specification TE-001-MVSPEC and Annexure 1 - Bay 2 Substation).	ea	2			
2.1.2	Supply and install 1250A, 31.5kA, 11kV Transformer panels, comprising of Current transformers and Protection relays as per specification TE-001-MVSPEC and Annexure 1 - Bay 2 Substation).	ea	4			

2.1.3	Supply and install 1250A, 31.5kA, 11kV, 3200kVA Feeder panel, comprising of Current transformers, Protection relays as per specification TE-001-MVSPEC and Annexure 1 - Bay 2 Substation).	ea	1			
2.1.4	Supply and install 1250A, 31.5kA, 11kV Bus-section panel, comprising of Protection relays and Busbar earthing switch, etc, as per specification TE-001-MVSPEC and Annexure 1 - Bay 2 Substation).	ea	1			
2.1.5	Supply and install a Voltage transformer panel, comprising of Busbar earthing switch, etc, as per specification TE-001-MVSPEC and Annexure 1 - Bay 2 Substation).	ea	1			
2.1.6	Supply and install a Bus-riser panel, comprising of Voltage transformers, etc, as per specification TE-001-MVSPEC and Annexure 1 - Bay 2 Substation).	ea	1			
2.1.7	Supply and install a Arc ducting as per specification TE-001-MVSPEC (Ducting to extend to the exterior of the substation with suitable weatherproof stainless steel cowl).	sum	1			
2.1.8	Termination of new 11kV XLPE cables into new 11kV switchgear panels and transformers.	ea	10			
2.1.9	Disconnect and remove existing 11kV, 70mm ² transformer feeder cables and install with new.	ea	4			
2.1.10	Jointing of existing 11kV, 240mm ² PILC unto new 11kV, 185mm ² XLPE cables. All medium voltage cable jointing shall be done outside the substation walls.	ea	2			
2.2	LOW-VOLTAGE EQUIPMENT					
2.2.1	Supply and installation of new 400V top/bottom entry low-voltage switchgear panel and associated equipment as per specification TE-002-DBSPEC and drawings no: TE-DBN-BAY2- 2025-01	sum	1			
2.2.2	Supply and installation of new 150mm ² Single core PVC insulated Green/Yellow earth conductor cable from transformers to Low-voltage panel main earth terminal.	m	80			
2.2.3	Termination of new 150mm ² Single core PVC insulated Green/Yellow earth conductor cable (both ends).	ea	4			
2.2.4	Supply and install new 630mm ² Single core unarmoured XLPE insulated PVC sheathed 600/1000V cable from transformer low-voltage bushings to low-voltage panel Main ACB switches.	m	200			

2.2.5	Termination of new 630mm ² Single core unarmoured XLPE insulated PVC sheathed 600/1000V cables between existing transformer bushings and low-voltage Main ACB switches.	ea	32			
2.2.6	Design, manufacture and install new low-voltage transformer extension boxes to be fitted unto existing transformers.	ea	4			
2.2.7	Provisional allowance amount of One-hundred and Thirty thousand rands for low-voltage cable and cable joints. All jointing shall be done outside the substation, and not in the cable trenches.	sum	1			
3	MISCELLANEOUS SUBSTATION ITEMS/EQUIPMENT					
3.1	Tool rack (wall mounted).	ea	1			
3.2	VCB trolley.	ea	2			
3.3	Chequer plates to cover cable ducts around the switchgear panels (including cutting to fit equipment and painting).	sum	1			
3.4	Supply and install new 110Vdc Battery charger (using maintenance free Ni-Cad cells) as per specification TE-001-MVSPEC including all supply cables wiring from low-voltage panel local DB to battery charger and terminals.	ea	1			
3.5	Wiring for Main low-voltage ACB's / MV inter-tripping.	sum	1			
3.6	Epoxy coating of substation switchroom floors including surface preparation of floors.	m ²	65			
3.7	Painting of substation walls and ceiling with high quality paint.	m ²	260			
3.8	Replacement of switchroom fluorescent lighting with new LED dustproof light fittings.	ea	9			
3.6	Allowance for removal of existing metering equipment from existing MV panels and reinstating on new MV panels.	sum	1			
4	TESTING AND COMMISSIONING					
4.1	MEDIUM-VOLTAGE PANELS					
4.1.1	Allowance for FAT attendance by the client's representative and and contractors appointed Professional Engineer.	sum	1			

4.1.2	Pre-commissioning tests of 11kV panels by registered ECSA Professional Engineer specializing in commissioning of MV equipment and protection relays, including protection study and uploading of protection settings to various relays.	sum	1			
4.1.3	On-site commissioning and testing of 11kV panels by contractors appointed Professional Engineer (including of CoC in accordance with SANS 10142-2).	sum	1			
4.2	LOW-VOLTAGE PANELS					
4.2.1	Commissioning and testing of complete low-voltage 400V switchboard by a registered Installation Electrician (as a minimum) as registered with the Department of Labour (including of CoC in accordance with SANS 10142-1).	sum	1			
5	CABLE MANAGEMENT SYSTEM					
5.1	Design, supply and installation of new Heavy-duty cable management system equal or similar to O-line 3CR12 / 304SS cable system including all cable ladders, supports, bends, accessories and fasteners. Cable management system shall be of rigid design (no threaded bar drop-down supports shall be used), including bonding of metallic wireways.	sum	1			
6	EARTHING					
6.1	Testing of existing substation earth mat/bonding in accordance with specification TE-005-EARTHINGSPEC. Provisional amount of Fifty Thousand rands for any remedial action to be taken if readings obtained is below acceptable value.	sum	1	R 0,00	R 50 000,00	R 50 000,00
Subtotal A: To be carried forward to summary						R
NOTE: Contractor to insert required PGG items for successful completion of works in terms of all conditions of contract						
7	PRELIMINARY AND GENERAL ITEMS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL COST	
7.1	Office and storage facilities	day				
7.2	Ablution and latrine facilities	day				
7.3	Tools and equipment	day				
7.4	Supervision	day				
7.5	LDV's	day				
7.6	7ton Drop side truck	day				
7.7	Crane truck	day				



7.8	Site establishment	sum	1		
7.G	Safety and Compliance	sum	1		
7.10	Medicals	sum	1		
7.11	Contractual requirements	sum	1		
Subtotal B: To be carried forward to summary					R
8	SUMMARY OF ELECTRICAL SCHEDULE G RATES				
8.1	Subtotal A				
8.2	Subtotal B (P&G's)				
Total Tender Price		R			

BAY 28 SUBSTATION

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	INSTALL	TOTAL
1	EXISTING SUBSTATION EQUIPMENT					
1.1	MEDIUM-VOLTAGE EQUIPMENT This activity shall be carried out by the contractor in accordance with the proposed method statement regarding switching and isolation of busbar sections. Contractor to advise the Project Manager at least four (4) weeks prior to commencing with this item.					
1.1.1	Removal of existing 11kV panels, switchgear and return to the client (including loading, transportation within a 2km radius; offloading and disposal of oil). The activity shall be carried out by the contractor in accordance with the proposed method statement regarding switching and isolation of busbar sections.	sum	1			
1.2	LOW-VOLTAGE EQUIPMENT					
1.2.1	Allowance for de-energizing, dismantling and removal of existing Low-voltage panels; and return to the client (including loading, transportation within a 2km radius and offloading).	sum	1			
1.2.2	Allowance for de-energizing, dismantling and removal of existing Low-voltage busways (including loading, transportation within a 2km radius and offloading).	sum	1			
2	PROPOSED SUBSTATION EQUIPMENT					
2.1	MEDIUM-VOLTAGE EQUIPMENT Supply and installation shall be carried out in accordance with SANS 10142-2 and Transnet MV Specification TE-001-MVSPEC. Contractor to ensure they obtain a copy of the Transnet MV					

	specification prior to pricing the works.					
2.1.1	Supply and install 1250A, 31.5kA, 11kV Incomer panels, comprising of Current transformers and Protection relays as per specification TE-001-MVSPEC and Annexure 1 - Bay 28 Substation).	ea	2			
2.1.2	Supply and install 1250A, 31.5kA, 11kV Transformer panels, comprising of Current transformers and Protection relays as per specification TE-001-MVSPEC and Annexure 1 - Bay 28 Substation).	ea	2			
2.1.3	Supply and install 1250A, 31.5kA, 11kV Bus-section panel, comprising of Protection relays and Busbar earthing switch, etc, as per specification TE-001-MVSPEC and Annexure 1 - Bay 28 Substation).	ea	1			
2.1.4	Supply and install a Voltage transformer panel, comprising of Busbar earthing switch, etc, as per specification TE-001-MVSPEC and Annexure 1 - Bay 28 Substation).	ea	1			
2.1.5	Supply and install a Bus-riser panel, comprising of Voltage transformers, etc, as per specification TE-001-MVSPEC and Annexure 1 - Bay 28 Substation).	ea	1			
2.1.6	Supply, install, test and commission new Differential protection relay at F29 (Bay 34 substation) and F45 (Bay 44 substation). Remote end.	ea	2			
2.1.7	Supply and install a Arc ducting as per specification TE-001-MVSPEC (Ducting to extend to the exterior of the substation with suitable weatherproof stainless steel cowl).	sum	1			
2.1.8	Termination of new 11kV XLPE cables into new 11kV switchgear panels and transformers.	ea	6			

2.1.9	Disconnect and remove existing 11kV, 70mm ² transformer feeder cables and install with new.	ea	2			
2.1.10	Jointing of existing 11kV, 240mm ² PILC unto new 11kV, 185mm ² XLPE cables. All medium voltage cable jointing shall be done outside the substation walls.	ea	2			
2.1.11	Supply 11kV, 185mm ² x 3 core XLPE individually screened copper conductor cable.	m	300			
2.1.12	Supply 11kV, 70mm ² x 3 core XLPE individually screened copper conductor cable.	m	300			
2.2	LOW-VOLTAGE EQUIPMENT					
2.2.1	Supply and installation of new 400V top/bottom entry low-voltage switchgear panel and associated equipment as per specification TE-002-DBSPEC and drawing no: TE-DBN-BAY28-2025-01	sum	1			
2.2.2	Supply and installation of new 150mm ² Single core PVC insulated Green/Yellow earth conductor cable from transformers to Low-voltage panel main earth terminal.	m	40			
2.2.3	Termination of new 150mm ² Single core PVC insulated Green/Yellow earth conductor cable (both ends).	ea	2			
2.2.4	Supply and install new 630mm ² Single core unarmoured XLPE insulated PVC sheathed 600/1000V cable from transformer low-voltage bushings to low-voltage panel Main ACB switches.	m	120			
2.2.5	Design, manufacture and install new low-voltage transformer extension boxes to be fitted unto existing transformers.	ea	2			
2.2.6	Termination of new 630mm ² Single core unarmoured XLPE insulated PVC sheathed 600/1000V cables between existing transformer termination boxes and Low-voltage Main ACB switches (both ends).	ea	16			
2.2.7	Provisional allowance amount of One-hundred and Thirty thousand rands for low-voltage	sum	1			

	cable and cable joints. All jointing shall be done outside the substation, and not in the cable trenches.					
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3	MISCELLANEOUS SUBSTATION ITEMS/EQUIPMENT				
3.1	Tool rack (wall mounted).	ea	1		
3.2	VCB trolley.	ea	2		
3.3	Chequer plates to cover cable ducts around the switchgear panels (including cutting to fit equipment and painting).	sum	1		
3.4	Supply and install new 110Vdc Battery charger (using maintenance free Ni-Cad cells) as per specification TE-001-MVSPEC including all supply cables wiring from low-voltage panel local DB to battery charger and terminals.	ea	1		
3.5	Wiring for Main low-voltage ACB's / MV inter-tripping.	sum	1		
3.6	Epoxy coating of substation switchroom floors including surface preparation of floors.	m ²	70		
3.7	Painting of substation walls and ceiling with high quality paint.	m ²	270		
3.8	Replacement of switchroom fluorescent lighting with new LED dustproof light fittings.	ea	9		
3.9	Design, manufacture and install new substation doors as per Eskom specification and Transnet Engineering's Works Information. (Xpanda)	ea	2		
3.10.	Allowance for removal of existing metering equipment from existing MV panels and reinstating on new MV panels.	sum	1		
4	TESTING AND COMMISSIONING				
4.1	MEDIUM-VOLTAGE PANELS				
4.1.1	Allowance for FAT attendance by the client's representative and and contractors appointed Professional Engineer.	sum	1		



DESCRIPTION OF THE WORKS: FOR DESIGN, SUPPLY, INSTALLATION FOR THE REPLACEMENT AND REPAIRS OF ELECTRICAL SUBSTATIONS MV AND LV EQUIPMENT FOR (COMPRESSOR HOUSE, BAY 2, BAY 28 AND BAY 55), INCLUDING TESTING AND COMMISSIONING FOR DURBAN MAIN CENTRE

4.1.2	Pre-commissioning tests of 11kV panels by registered ECSA Professional Engineer specializing in commissioning of MV equipment and protection relays, including protection study and uploading of protection settings to various relays.	sum	1			
4.1.3	On-site commissioning and testing of 11kV panels by contractors appointed Professional Engineer (including of CoC in accordance with SANS 10142-2).	sum	1			
4.2	LOW-VOLTAGE PANELS					
4.2.1	Commissioning and testing of complete low-voltage 400V switchboard by a registered Installation Electrician (as a minimum) as registered with the Department of Labour (including of CoC in accordance with SANS 10142-1).	sum	1			
5	CABLE MANAGEMENT SYSTEM					
5.1	Design, supply and installation of new Heavy-duty cable management system equal or similar to O-line 3CR12 / 304SS cable system including all cable ladders, supports, bends, accessories and fasteners. Cable management system shall be of rigid design (no threaded bar drop-down supports shall be used), including bonding of metallic wireways.	sum	1			
6	EARTHING					
6.1	Testing of existing substation earth mat/bonding in accordance with specification TE-005- EARTHINGSPEC. Provisional amount of Fifty Thousand rands for any remedial action to be taken if readings obtained is below acceptable value.	sum	1			
Subtotal A: To be carried forward to summary						R
NOTE: Contractor to insert required PGG items for successful completion of works in terms of all conditions of contract						
7	PRELIMINARY AND GENERAL ITEMS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL COST	
7.1	Office and storage facilities	day				

7.2	Ablution and latrine facilities	day			
7.3	Tools and equipment	day			
7.4	Supervision	day			
7.5	LDV's	day			
7.6	7ton Drop side truck	day			
7.7	Crane truck	day			
7.8	Site establishment	sum	1		
7.G	Safety and Compliance	sum	1		
7.10	Medicals	sum	1		
7.11	Contractual requirements	sum	1		
Subtotal B: To be carried forward to summary					R
8	SUMMARY OF ELECTRICAL SCHEDULE G RATES				
8.1	Subtotal A				
8.2	Subtotal B (P&G's)				
Total Tender Price		R			

BAY 55 SUBSTATION

ITEM	DESCRIPTION	UNIT	QTY	MATERIAL	INSTALL	TOTAL
1	EXISTING SUBSTATION EQUIPMENT					
1.1	MEDIUM-VOLTAGE EQUIPMENT This activity shall be carried out by the contractor in accordance with the proposed method statement regarding switching and isolation of busbar sections.					
1.1.1	Removal of existing 11kV panels, switchgear and return to the client (including loading, transportation within a 2km radius; offloading and disposal of oil). The activity shall be carried out by the contractor in accordance with the proposed method statement regarding switching and isolation of busbar sections.	sum	1			
2	PROPOSED SUBSTATION EQUIPMENT					

2.1	MEDIUM-VOLTAGE EQUIPMENT Supply and installation shall be carried out in accordance with SANS 10142-2 and Transnet MV Specification TE-001-MVSPEC. Contractor to ensure they obtain a copy of the Transnet MV specification					
2.1.1	Supply and install 1250A, 31.5kA, 11kV Incomer panels, comprising of Current transformers and Protection relays as per specification TE-001-MVSPEC and Annexure 1 - Bay 55 Substation).	ea	2			
2.1.2	Supply and install 1250A, 31.5kA, 11kV Transformer panels, comprising of Current transformers and Protection relays as per specification TE-001-MVSPEC and Annexure 1 - Bay 55 Substation).	ea	2			
2.1.3	Supply and install 1250A, 31.5kA, 11kV Bus-section panel, comprising of Protection relays and Busbar earthing switch, etc, as per specification TE-001-MVSPEC and Annexure 1 - Bay 55 Substation).	ea	1			
2.1.4	Supply and install a Voltage transformer panel, comprising of Busbar earthing switch, etc, as per specification TE-001-MVSPEC and Annexure 1 - Bay 55 Substation).	ea	1			
2.1.5	Supply and install a Bus-riser panel, comprising of Voltage transformers, etc, as per specification TE-001-MVSPEC and Annexure 1 - Bay 55 Substation).	ea	1			
2.1.6	Supply and install a Arc ducting as per specification TE-001-MVSPEC (Ducting to extend to the exterior of the substation with suitable weatherproof stainless steel cowl).	sum	1			
2.1.7	Termination of new 11kV, XLPE cables into new 11kV	ea	6			

	switchgear panels and transformers.					
2.1.8	Disconnect and remove existing 11kV,70mm ² transformer feeder cables and install with new.	ea	2			
2.1.9	Jointing of existing 11kV, 240mm ² PILC unto new 11kV,185mm ² XLPE cables. All medium voltage cable jointing shall be done outside the substation walls.	ea	2			
2.1.10	Supply, install and commission new compatible Differential Protection relay at Store Substation (F82), remote end of Bay 55 Substation.	ea	1			
2.2	LOW-VOLTAGE EQUIPMENT					
2.2.1	Supply and installation of new 150mm ² Single core PVC insulated Green/Yellow earth conductor cable from transformers to Low-voltage panel main earth terminal.	m	40			
2.2.2	Termination of new 150mm ² Single core PVC insulated Green/Yellow earth conductor cable (both ends).	ea	2			
3	MISCELLANEOUS SUBSTATION ITEMS/EQUIPMENT					
3.1	Tool rack (wall mounted).	ea	1			
3.2	VCB trolley.	ea	2			
3.3	Chequer plates to cover cable ducts around the switchgear panels (including cutting to fit equipment and painting).	sum	1			
3.4	Supply and install new 110Vdc Battery charger (using maintenance free Ni-Cad cells) as per specification TE-001-MVSPEC including all supply cables wiring from low-voltage panel local DB to battery charger and terminals.	ea	1			
3.5	Wiring for Main low-voltage ACB's / MV inter-tripping.	sum	1			
3.6	Epoxy coating of substation switchroom floors including surface preparation of floors.	m ²	45			

3.7	Painting of substation walls and ceiling with high quality paint.	m ²	50			
3.8	Replacement of switchroom fluorescent lighting with new LED dustproof light fittings.	ea	14			
3.9	Allowance for removal of existing metering equipment from existing MV panels and reinstating on new MV panels.	sum	1			
4	TESTING AND COMMISSIONING					
4.1	MEDIUM-VOLTAGE PANELS					
4.1.1	Allowance for FAT attendance by the client's representative and and contractors appointed Professional Engineer.	sum	1			
4.1.2	Pre-commissioning tests of 11kV panels by registered ECSA Professional Engineer specializing in commissioning of MV equipment and protection relays, including protection study and uploading of protection settings to various relays.	sum	1			
4.1.3	On-site commissioning and testing of 11kV panels by contractors appointed Professional Engineer (including of CoC in accordance with SANS 10142-2).	sum	1			
5	EARTHING					
5.1	Testing of existing substation earth mat/bonding in accordance with specification TE-005-EARTHINGSPEC. Provisional amount of Fifty Thousand rands for any remedial action to be taken if readings obtained is below acceptable value.	sum	1			
Subtotal A: To be carried forward to summary						R
NOTE: Contractor to insert required PGG items for successful completion of works in terms of all conditions of contract						
7	PRELIMINARY AND GENERAL ITEMS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL COST	
7.1	Office and storage facilities	day				
7.2	Ablution and latrine facilities	day				
7.3	Tools and equipment	day				

7.4	Supervision	day			
7.5	LDV's	day			
7.6	7ton Drop side truck	day			
7.7	Crane truck	day			
7.8	Site establishment	sum	1		
7.9	Safety and Compliance	sum	1		
7.10	Medicals	sum	1		
7.11	Contractual requirements	sum	1		
Subtotal B: To be carried forward to summary					R
8	SUMMARY OF ELECTRICAL SCHEDULE G RATES				
8.1	Subtotal A				
8.2	Subtotal B (P&G's)				
Total Tender Price		R			

PART C3: SCOPE OF WORK/ SPECIFICATION

SCOPE OF WORK

1. Introduction

1.1 Purpose

The purpose of this document is to detail the works to be undertaken by the Contractor in relation to the replacement and repairs of the Medium and Low Voltage Substation equipment.

1.2 Background

Transnet has recently experienced a major electrical fire explosion on the 11 kV substation due to failure of protection equipment and switch gear equipment. The scope of work has taken into account the replacement and repairs of fire damaged cabling, replacement and repairs of MV & LV switch gear equipment for the Compressor house Electrical substation, the replacement and repairs of MV& LV switch gear equipment for Bay 28, Bay 2 and bay 55. These substations have the risk of causing Faults that trip the power cascading the faults all the way back to the main substation and other sections of the 11 kv network which also includes the compressor house substation. Furthermore, the existing MV switchgear uses oil as an arc quenching mechanism, which is strongly not desired due to the environmental, and safety threats posed to personnel during operation (switching of the switchgear).

Transnet Engineering is in need for an immediate engineering solution to restore the safe operation of the above-mentioned electrical substations. It must be emphasized that the solution to be provided shall utilize modern technology, which minimises safety hazards to personnel and enhances operations by mitigating protection failure rates in the system and the risk of Electrical fires.

WORKS INFORMATION:

COMPRESSOR HOUSE MEDIUM-VOLTAGE SUBSTATION

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 - 5.2.3** Cable Installation
 - 5.2.4** Earthing and Bonding
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 - 5.4** List of drawings
 - 5.4.1** Drawings issued by the Employer

1. Acronyms, Abbreviations and Definitions

Table 1-1: Terminology

Terminology	Description
Employer	For the purpose of this document, the Employer shall be regarded as Transnet Engineering.
Contractor	For the purpose of this document, the contractor refers to the person (company) whom has been awarded the contract to perform the works stipulated by the employer.
Specialist	Is a person or company appointed by the contractor or employer who has significant expertise in execution of a particular work.
Employer's Engineer	For the purpose of this document, the Employer's Engineer is a technical representative appointed by the Employer who holds a Bsc/Beng/Btech/Ndip and registered with ECSA as a Pr.Eng/Pr.Tech in the relevant field of engineering. The purpose for the Employer's Engineer is to review, support and accept the designs, documents and drawings for this project.
Accepted	For the purpose of this document, the term "Accepted" shall be used to describe that an activity/task/document/drawing/design/calculation is received and believed to be true. However, by Accepting any of the above items does not alleviate legal and ethical responsibilities that is carried by the ECSA responsible signatory for the item.
Supported	For the purpose of this document, the term "Supported" shall be used to describe that an activity/task/document/drawing/design/calculation is received and the contents herein with are agreed upon with encouragement to proceed.

Table 1-2: Definitions/Abbreviation

Abbreviation	Definition
°C	Degree Celsius
A	Ampere
ACB	Air Circuit Breaker
AIS	Air Insulated Switchgear
D	Diameter
ECC	Earth Continuity Conductor
ECSA	Engineering Council of South Africa
FAT	Factory Acceptance Test
FEL	Front End Loading
GIS	Gas Insulated Switchgear
Hz	Hertz
ICs	Service Short Circuit Current
km	Kilo meter
kVA	Kilo-Volt Ampere
LV	Low voltage
m	Meter
MCB	Miniature Circuit Breaker
MCC	Motor Control Centre
MCCB	Moulded Case Circuit Breaker
mm	millimetre
mm ²	millimetre squared
MV	Medium Voltage
NRS	National Rationised Standard
ONAN	Oil Natural Air Natural
ORS	Owners Requirement Specification
PVC	Polyvinyl Chloride
SCADA	Supervisory Control and Data Acquisition
SANS	South African National Standards
SAT	Site Acceptance Test
SF ₆	Sulphur Hexafluoride

TE	Transnet Engineering
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2. Introduction

2.1 Purpose

The purpose of this document is to detail the works to be undertaken by the Contractor in relation to the construction and execution of the Compressor House Medium-voltage Substation Upgrade project in 311 Solomon Mahlangu Drive, Bayhead, Durban.

2.2 Background

Transnet Engineering is currently in a quest to upgrade their substations. The existing substation makes use of MV switchgear that have exceeded the end of design life thus posing a business operational risk due to spares being obsolete in the market for maintenance purposes. Furthermore, the existing MV switchgear uses oil as an arc quenching mechanism, which is strongly not desired due to the environmental, and safety threats posed to personnel during operation (switching of the switchgear).

Transnet Engineering is in need for a suitable engineering solution about the upgrade of the Compressor House Electrical Substation. It must be emphasized that the solution to be provided shall utilize modern technology, which minimises safety hazards to personnel and enhances operations by mitigating protection failure rates in the system.

2.3 Electrical Scope of Work

The scope of works covered in this document is particularly for Transnet Engineering in Durban, Compressor House Substation. The works that the contractor is to perform include but not limited to the following:

- Dismantling and removal of existing medium voltage substation equipment
- Supply and install new medium voltage switchgear
- Size, supply and install new Battery Tripping Unit
- Supply and install new MV cables
- Refurbish 2MVA transformer and installation of
- Verification of the existing earthing and lightning protection system for the substation
- Perform MV switchgear protection setting calculations, relay grading and relay configuration
- Test, commission and handover MV switchgear
- Make good of the substation walls and floors
- Trace, locate and repair damaged Pilot cable

3. Legal Requirements Regarding Design

In addition to the specifications, TE substations upgrade shall comply with the following relevant South African Acts and Regulations, and they shall apply in the order of precedence as listed below:

3.1 Codes

Document Number	Description
OSH ACT 85 of 1993	South African National Occupation Health and Safety Act 85 of 1993

3.2 Standards

Document Number	Description
SANS 10142	Code of Practice for the Wiring of Premises
SANS 62305-1	Protection against lightning Part 1: General principals
SANS 62305-2	Protection against lightning Part 2: Risk management
SANS 62305-3	Protection against lightning Part 3: Physical damage to structure and life hazard
SANS 62305-4	Protection against lightning Part 4: Electrical and electronic systems within structures
SANS 10313	Protection against lightning – Physical damage to structure and life hazard
SANS 10199	The design and installation of earth electrodes
SANS 1063	Earth rods, couplers and connections
SANS 10198-8	The selection, handling and installation of electric power cables of rating not exceeding 33kV Part 8: Cable laying and installation
SANS 1091	National Colour Codes
SANS 1973-1	Low voltage switchgear assemblies > 10kA
SANS 1973-2	Low voltage switchgear assemblies < 10kA
SANS 10292	Earthing of Low voltage (LV) distribution systems
SANS 61689	Instrument Transformer
SANS 62268	Electricity Metering Equipment
SANS 725	IEEE Guide for Safety in AC Substation Grounding
SANS 60529	Degree of protection by enclosure (IP codes)

3.3 Specifications

Document Number	Description
TE-001-MVSPEC	Specification for indoor medium-voltage (1Kv to 33Kv) alternating current switchgear and control gear.
TE-002-DBSPEC	Specification for low-voltage distribution boards.
TE-003-CABLESPEC	Specification for the supply and installation of medium-voltage and low-voltage electrical cables.
TE-005-EARTHINGSPEC	Specification for earthing and protection of buildings and structures against lightning.

4. Service Conditions

4.1 Service Conditions

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

Altitude	0 to 1800 metres above sea level
Ambient air temperature	-5°C to 45°C
Humidity	As high as 96%
Lightning conditions	Severe with 12 flashes/km ² /annum
In addition, the atmosphere will be of a highly saline and dust-laden nature	

4.2 Medium Voltage Power System

All Medium Voltage equipment and or plants to be provided as part of the engineering solution shall normally operate in the following conditions:

Nominal system voltage	11kV
Minimum-Maximum system voltage	10,45kV – 11,55kV
Nominal frequency	50Hz ± 2Hz
No. of phases	3 phases
Neutral Point	Solidly Earthed
Short Circuit	25kA

5. Electrical Engineering Works

5.1 Design Works to be executed by the Contractor

The scope of works covered in this document is particular for Transnet Engineering in Durban, Compressor House Substation. The works that the Contractor is to perform include but is not limited to the following:

- The Contractor shall appoint a protection specialist to perform medium voltage protection settings and specific grading installation/co-ordination for Compressor House Substation.
- The Employers Engineer as part of the tender documents must issue the requirement schedule for each substation illustrating recommended protection schemes and the required measuring instruments.
- The Contractor shall utilize the complete ETAP model with required protection philosophy inclusions previously accepted by the Employers Engineer to select relays for the required protection schemes and define the protection philosophy in line with the settings from the main supply authority.
- The Contractor shall ensure protection co-ordination, selectivity and grading of all upstream and downstream relays between the proposed MV switchgear and the existing network.
 - The Contractor shall test the integrity of the existing earthing system at the Compressor House Substation. The Contractor shall submit all test results to the Project manager for acceptance by the Employers Engineer.
 - In the case where the existing earthing and lightning protection system is not compliant to the requirements of SANS 10313, the Contractor shall perform full/parts of the design of the earthing and lightning protection, as required, for Compressor House Substation. The Contractor shall submit all designs performed to the Employers Engineer for acceptance prior to execution.

5.2 Construction Works to be executed by the Contractor

5.2.1. MV Switchgear Installation

5.2.1.1. Existing Switchgear (and the associated installation) Disconnect in Compressor House Substation.

- a. The contractor shall de-energize, disconnect and dismantle half of the existing 11kV MV switchboard from Compressor House Substation. The Contractor shall only remove the other half of the existing switchboard once the new half of the new switchboard have been installed to ensure minimum disruptions to operations. The Contractor shall apply for a medium voltage "Work Permit" two weeks in advance to undertake this work. The Contractor shall transport and deliver the removed 11kV switchgear to the Transnet Engineering Depot within a radius of 2km and hand over to the electrical supervisor.
- b. The Contractor shall disconnect and remove the existing 1600kVA transformer and deliver within a radius of 2km and hand over to the electrical supervisor.
- c. The Contractor shall safely remove the arc quenching oil in the existing switchgear and safely dispose of as per the National Environmental Management: Waste Act, 2008.
- d. The Contractor shall disconnect and remove the existing battery charger unit with battery banks and associated accessories and hand over the disconnected items to the Transnet Engineering Electrical supervisor.

5.2.1.2. Compressor House Substation MV Installation (New)

- a. The Contractor shall supply, deliver, offload, install and commission two 11kV incomer panels complete with protection relays, current and voltage transformers as per specification TE-001-MVSPEC and Annexure 1 (Compressor House Substation requirement schedule). The panels shall be bottom cable entry to allow installation of incoming cables from the trench.

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- b. The Contractor shall supply, deliver, offload, install and commission two 11kV transformer feeder panels complete with protection relays and instrument transformers as per specification TE-001-MVSPEC and Annexure 1(Compressor House Substation requirement schedule). The panels shall be bottom cable entry to allow feeding cables from the trench.
 - c. The Contractor shall supply, deliver, offload, install and commission one Bus section panel complete with Bus-riser, earthing panel with protection relays, current and voltage transformer as per Annexure 1 (Compressor House Substation requirement schedule).
 - d. The Contractor shall design, supply, deliver, offload, install and commission the 110Vdc battery bank (enclosed in cabinet) complete with battery charging unit for the complete 11kV switchgear protection and operation. The contractor shall submit a proposal of "three different battery types and highlight the preferred option" to the employer's electrical engineer for acceptance of the design. The option shall include equal or similar approved to Alcad Nickel Cadmium (NiCd) battery banks.
 - e. The Contractor shall supply, deliver, offload and install a complete arc ducting system if so, required by the OEM. The ducting shall extend to the exterior of the substation with a suitable weatherproof stainless-steel cowl.
 - f. The Contractor shall rig and remove existing 2MVA transformer for refurbishment.
 - g. The Contractor shall install the refurbished 2MVA transformer in the location of the removed 1600kva transformer.
 - h. The Contractor shall trace, locate and repair the damaged Pilot wire cable between F47 (Compressor House) and F21(Mechanical Main substation).
 - i. The Contractor shall prepare and apply a high-grade epoxy coating on the existing substation switch room floor.

5.2.2. Low-voltage Switchgear Disconnection and Installation

- 5.2.2.1.** The Contractor shall disconnect and remove existing low-voltage busways between the 1600kVA transformer and the main ACB on the low-voltage panel.
- 5.2.2.2.** The Contractor shall supply and install new 3200A busways between the refurbished 2MVA transformer and the main ACB on the low-voltage panel.

5.2.3. Cable Installation

5.2.3.1. Removal of existing cable and busways at Compressor House Substation

- a. The Contractor shall disconnect the existing MV cables from the existing MV switchboard.

5.2.3.2. Supply and Termination of new cables at Compressor House Substation.

- a. The Contractor shall install and terminate new 11kV copper cables unto the new installed 11kV switchboard. The contractor shall ensure that the manufacturer's recommendations regarding the minimum cable bending radius is adhered to when installing the cable.
- b. The Contractor shall supply, install and terminate new single core PVC insulated earth cables from the transformer low-voltage star point to the main consumers earth bar on the new low-voltage distribution board. The contractor shall ensure that the manufacturer's recommendations regarding the minimum cable bending radius is adhered to when installing the cables.

5.2.3.3. Cable way System Installation in Compressor House Substation

- a. The Contractor shall clean all cable trenches of excess sand and silt.

5.2.4. Earthing and Bonding

- a. The Contractor shall verify all earthing and bonding materials, equipment, accessories and supports as required.

5.2.5. Testing and Commissioning of the Electrical Installation

- a. The Contractor shall conduct a Factory Acceptance Test (FAT) for all the equipment to be installed as part of the Works to be executed in the Contract prior to delivery to site. The FAT shall be conducted in the presence of the Employer's Engineer/Technical Representative. The legal transfer of ownership from Plant's supplier to the Contractor shall be held by the contractor until the Plant is fully installed, tested and commissioned on the Employer's designated site.
- b. The Contractor shall conduct a Site Acceptance Test (SAT) for all supplied, offloaded and delivered to the designated Employer's site. The SAT shall be conducted in the presence of the Employer's Engineer/Technical Representative.
- c. The Contractor shall test the MV installation and hand over all relevant test certificates to the Employer's engineer for acceptance. The contractor shall hand over the MV certificate of compliance as per OHS Act of 85 of SANS 10142-2 for the installation.
- d. The contractor shall test and commission the entire Earthing and Bonding as per Transnet Specification TE-005-EARTHINGSPEC and SANS 10142-1 in the presence of the Employer's Engineer/Technical Representative. The contractor shall handover all test certificates to the Employer's Project Manager for acceptance by the Employer's Engineer.

5.2.6. Substation Doors Replacement

- a. The contractor shall remove the existing single doors.
- b. The contractor shall design and install new single doors as per Eskom specifications and requirements listed below.
- c. Doors and frame shall be hot-dipped galvanized.
- d. Doors shall have a three-point locking system.
- e. Door outer frame shall be constructed using 3mm thick 'Z' sections.
- f. Door inner frame shall be constructed using 3mm thick 'U' sections.
- g. Door panel shall be constructed using 1,2mm thick slats.
- h. Doors shall come equipped with vermin proof mesh (5mm openings), Earth straps and Cabin hooks.
- i. Door dimensions: 2100mm(H) x 880mm(W) – contractor to confirm exact size.
- j. The contractor shall submit the drawings to Transnet Engineering for approval prior to manufacturing.

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- k. The contractor shall make good all brickwork/plastering in the event of damages during the removal and installation process.

5.3. Refurbishment of 2MVA Transformer

5.3.1. The following scope of work shall cover the refurbishment of the 2MVA Transformer.

<p>Transport</p> <ul style="list-style-type: none">• Collect transformer from site (including rigging) and transport to the contractors preferred transformer specialist.• Return to site for installation after repairs (including rigging).
<p>Active part repairs</p> <ul style="list-style-type: none">• Wipe down/clean active part to remove debris and wash with solvent.• Place active part in heating oven for final dry out.
<p>Tank and Parts</p> <ul style="list-style-type: none">• Dismantle all components from tank and prepare for shotblast.• Shotblast tank and conservator and coat with etch primer.• Flush radiators, dry out and pressure test.• Re-gasket tank and all components.• Clean, overhaul and re-gasket all bushings.• Replace nuts and bolts where required.• Overhaul and re-gasket drain and isolating valves.
<p>Final tank</p> <ul style="list-style-type: none">• Dry out active part in heating oven.• Check and tighten active part and dry further.• Tank active part and assemble cover and tank fittings.• Place transformer under vacuum.• Fill transformer with oil under vacuum and purify.• Paint the outside of the transformer.• Perform full routine electrical tests as per SANS 780.• Issue test certificate of all tests and results obtained.

5.4. List of Drawings

5.4.1. Drawings issued by the Employer

- 5.4.1.1.** This is a list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

Note: Some of the drawings may contain both Works Information and Site Information.

ANNEXURE A: Compressor House list of drawings

BAY 2 MEDIUM AND LOW-VOLTAGE SUBSTATION

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 - 3.2** Standards
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- 4.** Service Conditions
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 - 5.2.3** Cable Installation
 - 5.2.4** Earthing and Bonding
 - 5.2.5** Testing and Commissioning of Electrical Installation
 - 5.3** List of Drawings
 - 5.3.1** Drawings issued by the Employer

1. Acronyms, Abbreviations and Definitions

Table 1-1: Terminology

Terminology	Description
Employer	For the purpose of this document, the Employer shall be regarded as Transnet Engineering.
Contractor	For the purpose of this document, the contractor refers to the person (company) whom has been awarded the contract to perform the works stipulated by the employer.
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Employer's Engineer	For the purpose of this document, the Employer's Engineer is a technical representative appointed by the Employer who holds a Bsc/Beng/Btech/Ndip and registered with ECSA as a Pr.Eng/Pr.Tech in the relevant field of engineering. The purpose for the Employer's Engineer is to review, support and accept the designs, documents and drawings for this project.
Accepted	For the purpose of this document, the term "Accepted" shall be used to describe that an activity/task/document/drawing/design/calculation is received and believed to be true. However, by Accepting any of the above items does not alleviate legal and ethical responsibilities that is carried by the ECSA responsible signatory for the item.
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Table 1-2: Definitions/Abbreviation

Abbreviation	Definition
°C	Degree Celsius
A	Ampere
ACB	Air Circuit Breaker
AIS	Air Insulated Switchgear
D	Diameter
ECC	Earth Continuity Conductor
ECSA	Engineering Council of South Africa
FAT	Factory Acceptance Test
FEL	Front End Loading

GIS	Gas Insulated Switchgear
Hz	Hertz
ICs	Service Short Circuit Current
km	Kilo meter
kVA	Kilo-Volt Ampere
LV	Low voltage
m	Meter
MCB	Miniature Circuit Breaker
MCC	Motor Control Centre
MCCB	Moulded Case Circuit Breaker
mm	millimetre
mm ²	millimetre squared
MV	Medium Voltage
NRS	National Rationised Standard
ONAN	Oil Natural Air Natural
ORS	Owners Requirement Specification
PVC	Polyvinyl Chloride
SCADA	Supervisory Control and Data Acquisition
SANS	South African National Standards
SAT	Site Acceptance Test
SF ₆	Sulphur Hexafluoride
TE	Transnet Engineering

2. Introduction

2.1 Purpose

The purpose of this document is to detail the works to be undertaken by the Contractor in relation to the construction and execution of the Bay 2 Medium and Low Voltage Substation Upgrade project in 311 Solomon Mahlangu Drive, Bayhead, Durban.

2.2 Background

Transnet Engineering is currently in a quest to upgrade their substations. The existing substation makes use of MV and LV switchgear that have exceeded the end of design life thus posing a business operational risk due to spares being obsolete in the market for maintenance purposes. Furthermore, the existing MV switchgear uses oil as an arc quenching mechanism, which is strongly not desired due to the environmental, and safety threats posed to personnel during operation (switching of the switchgear).

Transnet Engineering is in need for a suitable engineering solution about the upgrade of the Bay 2 Electrical Substation. It must be emphasized that the solution to be provided shall utilize modern technology, which minimises safety hazards to personnel and enhances operations by mitigating protection failure rates in the system.

2.3 Electrical Scope of Work

The scope of works covered in this document is particularly for Transnet Engineering in Durban Bay 2 Substation. The works that the contractor is to perform include but not limited to the following:

- Dismantling and removal of existing substation equipment
- Supply and install new medium voltage switchgear
- Supply and install new low voltage switchgear
- Size, supply and install new Battery Tripping Unit
- Supply and install new MV and LV cables
- Design, supply and install cable support system
- Verification of the existing earthing and lightning protection system for the substation

- Perform MV switchgear protection setting calculations, relay grading and relay configuration
- Test, commission and handover MV and LV switchgear
- Make good of the substation walls and floors

3. Legal Requirements Regarding Design

In addition to the specifications, TE substations upgrade shall comply with the following relevant South African Acts and Regulations, and they shall apply in the order of precedence as listed below:

3.1 Codes

Document Number	Description
OSH ACT 85 of 1993	South African National Occupation Health and Safety Act 85 of 1993

3.2 Standards

Document Number	Description
SANS 10142	Code of Practice for the Wiring of Premises
SANS 62305-1	Protection against lightning Part 1: General principals
SANS 62305-2	Protection against lightning Part 2: Risk management
SANS 62305-3	Protection against lightning Part 3: Physical damage to structure and life hazard
SANS 62305-4	Protection against lightning Part 4: Electrical and electronic systems within structures
SANS 10313	Protection against lightning – Physical damage to structure and life hazard
SANS 10199	The design and installation of earth electrodes
SANS 1063	Earth rods, couplers and connections
SANS 10198-8	The selection, handling and installation of electric power cables of rating not exceeding 33kV Part 8: Cable laying and installation
SANS 1091	National Colour Codes
SANS 1973-1	Low voltage switchgear assemblies > 10kA
SANS 1973-2	Low voltage switchgear assemblies < 10kA
SANS 10292	Earthing of Low voltage (LV) distribution systems
SANS 61689	Instrument Transformer
SANS 62268	Electricity Metering Equipment
SANS 725	IEEE Guide for Safety in AC Substation Grounding
SANS 60529	Degree of protection by enclosure (IP codes)

3.3 Specifications

Document Number	Description
TE-001-MVSPEC	Specification for indoor medium-voltage (1Kv to 33Kv) alternating current switchgear and control gear.
TE-002-DBSPEC	Specification for low-voltage distribution boards.
TE-003-CABLESPEC	Specification for the supply and installation of medium-voltage and low-voltage electrical cables.
TE-005-EARTHINGSPEC	Specification for earthing and the protection of buildings and structures against lightning.

4. Service Conditions

4.1 Service Conditions

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

Altitude	0 to 1800 metres above sea level
Ambient air temperature	-5°C to 45°C
Humidity	As high as 96%
Lightning conditions	Severe with 12 flashes/km ² /annum
In addition, the atmosphere will be of a highly saline and dust-laden nature	

4.2 Low Voltage Power System

All Low Voltage equipment and or plants to be provided as part of the engineering solution shall normally operate in the following conditions:

Nominal system voltage	400V
Minimum-Maximum system voltage	380 – 420V
Nominal frequency	50Hz ± 2Hz
No. of phases	3 Phases and Neutral
Short Circuit	25kA
Neutral Point	Solidly Earthed

4.3 Medium Voltage Power System

All Medium Voltage equipment and or plants to be provided as part of the engineering solution shall normally operate in the following conditions:

Nominal system voltage	11kV
Minimum-Maximum system voltage	10,45kV – 11,55kV
Nominal frequency	50Hz ± 2Hz
No. of phases	3 phases
Short Circuit	25kA
Neutral Point	Solidly Earthed

5. Electrical Engineering Works

5.1 Design Works to be executed by the Contractor

The scope of works covered in this document is particular for Transnet Engineering in Durban Bay 2 Substation. The works that the Contractor is to perform include but is not limited to the following:

- The Contractor shall appoint a protection specialist to perform medium voltage protection settings and specific grading installation/co-ordination for Bay 2 substation.
- The Employers Engineer as part of the tender documents must issue the requirement schedule for each substation illustrating recommended protection schemes and the required measuring instruments.
- The Contractor shall utilize the complete ETAP model with required protection philosophy inclusions previously accepted by the Employers Engineer to select relays for the required protection schemes and define the protection philosophy in line with the settings from the main supply authority.
- The Contractor shall ensure protection co-ordination, selectivity and grading of all upstream and downstream relays between the proposed MV switchgear and the existing network.
 - The Contractor shall test the integrity of the existing earthing system at the Bay 2 Substation. The Contractor shall submit all test results to the Project manager for acceptance by the Employers Engineer.
 - In the case where the existing earthing and lightning protection system is not compliant to the requirements of SANS 10313, the Contractor shall perform full/parts of the design of the earthing and lightning protection, as required, for Bay 2 Substation. The Contractor shall submit all designs performed to the Employers Engineer for acceptance prior to execution.

5.2 Construction Works to be executed by the Contractor

10.2.1. MV Switchgear Installation

10.2.1.1. Existing Switchgear (and the associated installation) Disconnect in Bay 2 Substation.

- a. The contractor shall de-energize, disconnect and dismantle half of the existing 11kV MV switchboard from Bay 2 substation. The Contractor shall only remove the other half of the existing switchboard once the new half of the new switchboard have been installed to ensure minimum disruptions to operations. The Contractor shall apply for a medium voltage "Work Permit" two weeks in advance to undertake this work. The Contractor shall transport and deliver the removed 11kV switchgear to the Transnet Engineering Depot within a radius of 2km and hand over to the electrical supervisor.
- b. The Contractor shall safely remove the arc quenching oil in the existing switchgear and safely dispose of as per the National Environmental Management: Waste Act, 2008.
- c. The Contractor shall disconnect and remove the existing battery charger unit with battery banks and associated accessories and hand over the disconnected items to the Transnet Engineering Electrical supervisor.

10.2.1.2. Bay 2 Substation MV Installation (New)

- a. The Contractor shall supply, deliver, offload, install and commission two 11kV incomer panels complete with protection relays, current and voltage transformers as per specification TE-001-MVSPEC and Annexure 1 (Bay 2 requirement schedule). The panels shall be bottom cable entry to allow installation of incoming cables from the trench.
- b. The Contractor shall supply, deliver, offload, install and commission four 11kV transformer feeder panels complete with protection relays and instrument transformers as per

specification TE-001-MVSPEC, the equipment layout. The panels shall be bottom cable entry to allow feeding cables from the trench.

- c. The Contractor shall supply, deliver, offload, install and commission one 11kV, 3200kVA feeder panel complete with protection relays and instrument transformers as per specification TE-001-MVSPEC, the equipment layout. The panel shall be bottom cable entry to allow installation of incoming cable from the trench.
- d. The Contractor shall supply, deliver, offload, install and commission one Bus section panel complete with Bus-riser, earthing panel with protection relays, current and voltage transformer as per Annexure 1 (Bay 2 requirement schedule).
- e. The Contractor shall design, supply, deliver, offload, install and commission the 110Vdc battery bank (enclosed in cabinet) complete with battery charging unit for the complete 11kV switchgear protection and operation. The contractor shall submit a proposal of "three different battery types and highlight the preferred option" to the employer's electrical engineer for acceptance of the design. The option shall include equal or similar approved to Alcad Nickel Cadmium (NiCd) battery banks.
- f. The Contractor shall supply, deliver, offload and install a complete arc ducting system if so, required by the OEM. The ducting shall extend to the exterior of the substation with a suitable weatherproof stainless-steel cowl.
- g. The contractor shall replace all the fluorescent lights in the substation with new dustproof LED lights.
- h. The Contractor shall prepare and apply a high-grade epoxy coating on the existing substation switch room floor.
- i. The Contractor shall prepare apply a high-quality wall paint (brilliant white) to the walls and ceiling on completion.

10.2.2. Low-voltage Switchgear Disconnection and Installation

- 10.2.2.1.** The Contractor shall disconnect, remove and dismantle the existing 400V low-voltage switchboard. The removal of the existing switchboard and installation of new switchboard shall be conducted after hours (during off peak hours). The Contractor shall apply for a permit one week in advance to undertake this work. The Contractor shall transport the removed LV switchboard to the Transnet Engineering Depot within a radius of 2km and hand over to the depot electrical supervisor.
- 10.2.2.2.** The Contractor shall design, supply, deliver, offload, install and commission a new Low-voltage Main Distribution board for Bay 2 substation as per specifications TE-002-DBSPEC and drawing no: TE-DBN-BAY2-2025-01.

10.2.3. Cable Installation

10.2.3.1. Removal of existing cable and busways at Bay 2 Substation

- a.** The Contractor shall disconnect and remove the existing MV cables from the existing MV switchboard.
- b.** The Contractor shall uninstall the busways connection between transformers and existing low voltage panels and shall be handed over to the Transnet Engineering depot electrical supervisor.
- c.** The Contractor shall disconnect the existing LV feeder cables (transformer feeders excluded from this item), and MV incomer cables from the existing MV and LV switchgear respectively.

10.2.3.2. Supply and Termination of new cables at Bay 2 substation.

- a.** The Contractor shall terminate new 11kV copper cables unto the new installed 11kV switchboard. The contractor shall ensure that the manufacturer's recommendations regarding the minimum cable bending radius is adhered to when installing the cable.
- b.** The Contractor shall terminate all the existing low-voltage cables unto the new installed low-voltage distribution board. The contractor shall ensure that the manufacturer's recommendations regarding the minimum cable bending radius is adhered to when installing the cables.
- c.** The Contractor shall supply, install and terminate new single core cables from the transformer low-voltage bushings to the Main incomer ACB's switches. The contractor shall ensure that the manufacturer's recommendations regarding the minimum cable bending radius is adhered to when installing the cables.
- d.** The Contractor shall design, manufacture and install new low-voltage extension boxes on the transformers. This shall be so designed to minimize the stress of the 630mm² single core cables on the low-voltage bushings.
- e.** The Contractor shall supply, install and terminate new single core PVC insulated earth cables from the transformer low-voltage star point to the main consumers earth bar on the new low-voltage distribution board. The contractor shall ensure that the manufacturer's recommendations regarding the minimum cable bending radius is adhered to when installing the cables.

10.2.3.3. Cable way System Installation in Bay 2 Substation

- a.** The Contractor shall supply, deliver, offload and install the cable ladder system for the substation and present the design to the Employer's electrical engineer for acceptance. The contractor shall make allowance for appropriate cableways and other necessary accessories to neaten LV cables in the substation. The cable ladder system design shall present evidence for the sufficient support of the cable weights. The cable ladder system shall be suitably bonded and connected to the substation building earth bar with an appropriately sized protective earth conductor in compliance to SANS 10142-1.
- b.** The Contractor shall clean all cable trenches of excess sand and silt.

10.2.3.4. Earthing and Bonding

- a. The Contractor shall verify all earthing and bonding materials, equipment, accessories and supports as required.

10.2.3.5. Testing and Commissioning of the Electrical Installation

- a. The Contractor shall conduct a Factory Acceptance Test (FAT) for all the equipment to be installed as part of the Works to be executed in the Contract prior to delivery to site. The FAT shall be conducted in the presence of the Employer's Engineer/Technical Representative. The legal transfer of ownership from Plant's supplier to the Contractor shall be held by the contractor until the Plant is fully installed, tested and commissioned on the Employer's designated site.
- b. The Contractor shall conduct a Site Acceptance Test (SAT) for all supplied, offloaded and delivered to the designated Employer's site. The SAT shall be conducted in the presence of the Employer's Engineer/Technical Representative.
- c. The Contractor shall test the MV installation and LV installation and hand over all relevant test certificates to the Employer's engineer for acceptance. The contractor shall hand over both MV and LV certificate of compliance respectively as per OHS Act of 85 and SANS 10142-1 and SANS 10142-2 for the installation.
- d. The contractor shall test and commission the entire Earthing and Bonding as per Transnet Specification TE-005-EARTHINGSPEC and SANS 10142-1 in the presence of the Employer's Engineer. The contractor shall handover all test certificates to the Employer's Project Manager for acceptance by the Employer's Engineer.

10.3. List of Drawings

10.3.1. Drawings issued by the Employer

- 10.3.1.1.** This is a list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

NOTE: Some drawings may contain both Works Information and Site Information.

ANNEXURE B: List of drawings for bay 2 substation

BAY 28 MEDIUM AND LOW-VOLTAGE SUBSTATION

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1. Acronyms, Abbreviations and Definitions

Table 1-1: Terminology

Terminology	Description
Employer	For the purpose of this document, the Employer shall be regarded as Transnet Engineering.
Contractor	For the purpose of this document, the contractor refers to the person (company) whom has been awarded the contract to perform the works stipulated by the employer.
Specialist	Is a person or company appointed by the contractor or employer who has significant expertise in execution of a particular work.
Employer's Engineer	For the purpose of this document, the Employer's Engineer is a technical representative appointed by the Employer who holds a Bsc/Beng/Btech/Ndip and registered with ECSA as a Pr.Eng/Pr.Tech in the relevant field of engineering. The purpose for the Employer's Engineer is to review, support and accept the designs, documents and drawings for this project.
Accepted	For the purpose of this document, the term "Accepted" shall be used to describe that an activity/task/document/drawing/design/calculation is received and believed to be true. However, by Accepting any of the above items does not alleviate legal and ethical responsibilities that is carried by the ECSA responsible signatory for the item.
Supported	For the purpose of this document, the term "Supported" shall be used to describe that an activity/task/document/drawing/design/calculation is received and the contents herein with are agreed upon with encouragement to proceed.

Table 1-2: Definitions/Abbreviation

Abbreviation	Definition
°C	Degree Celsius
A	Ampere
ACB	Air Circuit Breaker
AIS	Air Insulated Switchgear
D	Diameter
ECC	Earth Continuity Conductor
ECSA	Engineering Council of South Africa
FAT	Factory Acceptance Test

FEL	Front End Loading
GIS	Gas Insulated Switchgear
Hz	Hertz
ICs	Service Short Circuit Current
km	Kilo meter
kVA	Kilo-Volt Ampere
LV	Low voltage
m	Meter
MCB	Miniature Circuit Breaker
MCC	Motor Control Centre
MCCB	Moulded Case Circuit Breaker
mm	millimetre
mm ²	millimetre squared
MV	Medium Voltage
NRS	National Rationised Standard
ONAN	Oil Natural Air Natural
ORS	Owners Requirement Specification
PVC	Polyvinyl Chloride
SCADA	Supervisory Control and Data Acquisition
SANS	South African National Standards
SAT	Site Acceptance Test
SF ₆	Sulphur Hexafluoride
TE	Transnet Engineering

2. Introduction

2.1 Purpose

The purpose of this document is to detail the works to be undertaken by the Contractor in relation to the construction and execution of the Bay 28 Medium and Low Voltage Substation Upgrade project in 311 Solomon Mahlangu Drive, Bayhead, Durban.

2.2 Background

Transnet Engineering is currently in a quest to upgrade their substations. The existing substation makes use of MV and LV switchgear that have exceeded the end of design life thus posing a business operational risk due to spares being obsolete in the market for maintenance purposes. The MV Switchgear is currently out of commission due to the severe flashover on the Bus-section. Temporary arrangements have been made to sustain the electrical continuity to ensure business productivity. Furthermore, the existing MV switchgear uses oil as an arc quenching

mechanism, which is strongly not desired due to the environmental, and safety threats posed to personnel during operation (switching of the switchgear).

Transnet Engineering is in need for a suitable engineering solution about the upgrade of the Bay 28 Electrical Substation. It must be emphasized that the solution to be provided shall utilize modern technology, which minimises safety hazards to personnel and enhances operations by mitigating protection failure rates in the system.

2.3 Electrical Scope of Work

The scope of works covered in this document is particularly for Transnet Engineering in Durban Bay 28 Substation. The works that the contractor is to perform include but not limited to the following:

- Dismantling and removal of existing substation equipment
- Supply and install new medium voltage switchgear
- Supply and install new low voltage switchgear
- Size, supply and install new Battery Tripping Unit
- Supply and install new MV and LV cables
- Design, supply and install cable support system
- Verification of the existing earthing and lightning protection system for the substation
- Perform MV switchgear protection setting calculations, relay grading and relay configuration
- Test, commission and handover MV and LV switchgear
- Make good of the substation walls and floors

3. Legal Requirements Regarding Design

In addition to the specifications, TE substations upgrade shall comply with the following relevant South African Acts and Regulations, and they shall apply in the order of precedence as listed below:

3.1 Codes

Document Number	Description
OSH ACT 85 of 1993	South African National Occupation Health and Safety Act 85 of 1993

3.2 Standards

Document Number	Description
SANS 10142	Code of Practice for the Wiring of Premises
SANS 62305-1	Protection against lightning Part 1: General principals
SANS 62305-2	Protection against lightning Part 2: Risk management
SANS 62305-3	Protection against lightning Part 3: Physical damage to structure and life hazard

SANS 62305-4	Protection against lightning Part 4: Electrical and electronic systems within structures
SANS 10313	Protection against lightning – Physical damage to structure and life hazard
SANS 10199	The design and installation of earth electrodes
SANS 1063	Earth rods, couplers and connections
SANS 10198-8	The selection, handling and installation of electric power cables of rating not exceeding 33kV Part 8: Cable laying and installation
SANS 1091	National Colour Codes
SANS 1973-1	Low voltage switchgear assemblies > 10kA
SANS 1973-2	Low voltage switchgear assemblies < 10kA
SANS 10292	Earthing of Low voltage (LV) distribution systems
SANS 61689	Instrument Transformer
SANS 62268	Electricity Metering Equipment
SANS 725	IEEE Guide for Safety in AC Substation Grounding
SANS 60529	Degree of protection by enclosure (IP codes)

3.3 Specifications

Document Number	Description
TE-001-MVSPEC	Specification for indoor medium-voltage (1Kv to 33Kv) alternating current switchgear and control gear.
TE-002-DBSPEC	Specification for low-voltage distribution boards.
TE-003-CABLESPEC	Specification for the supply and installation of medium-voltage and low-voltage electrical cables.
TE-005-EARTHINGSPEC	Specification for earthing and protection of buildings and structures against lightning.

4. Service Conditions

4.1 Service Conditions

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

Altitude	0 to 1800 metres above sea level
Ambient air temperature	-5°C to 45°C
Humidity	As high as 96%
Lightning conditions	Severe with 12 flashes/km ² /annum
In addition, the atmosphere will be of a highly saline and dust-laden nature	

4.2 Low Voltage Power System

All Low Voltage equipment and or plants to be provided as part of the engineering solution shall normally operate in the following conditions:

Nominal system voltage	400V
Minimum-Maximum system voltage	380 – 420V
Nominal frequency	50Hz ± 2Hz
No. of phases	3 Phases and Neutral
Short Circuit	25kA
Neutral Point	Solidly Earthed

4.3 Medium Voltage Power System

All Medium Voltage equipment and or plants to be provided as part of the engineering solution shall normally operate in the following conditions:

Nominal system voltage	11kV
Minimum-Maximum system voltage	10,45kV – 11,55kV
Nominal frequency	50Hz ± 2Hz
No. of phases	3 phases
Short Circuit	25kA
Neutral Point	Solidly Earthed

5. Electrical Engineering Works

5.1 Design Works to be executed by the Contractor

The scope of works covered in this document is particular for Transnet Engineering in Durban Bay 28 Substation. The works that the Contractor is to perform include but is not limited to the following:

- The Contractor shall appoint a protection specialist to perform medium voltage protection settings and specific grading installation/co-ordination for Bay 28 substation.
- The Employers Engineer as part of the tender documents must issue the requirement schedule for each substation illustrating recommended protection schemes and the required measuring instruments.
- The Contractor shall utilize the complete ETAP model with required protection philosophy inclusions previously accepted by the Employers Engineer to select relays for the required protection schemes and define the protection philosophy in line with the settings from the main supply authority.
- The Contractor shall ensure protection co-ordination, selectivity and grading of all upstream and downstream relays between the proposed MV switchgear and the existing network.
 - The Contractor shall test the integrity of the existing earthing system at the Bay 28 Substation. The Contractor shall submit all test results to the Project manager for acceptance by the Employers Engineer.
 - In the case where the existing earthing and lightning protection system is not compliant to the requirements of SANS 10313, the Contractor shall perform full/parts of the design of the earthing and lightning protection, as required, for Bay 28 Substation. The Contractor shall submit all designs performed to the Employers Engineer for acceptance prior to execution.

5.2 Construction Works to be executed by the Contractor

15.2.1. MV Switchgear Installation

15.2.1.1. Existing Switchgear (and the associated installation) Disconnect in Bay 28 Substation.

- a. The contractor shall de-energize, disconnect and dismantle half of the existing 11kV MV switchboard from Bay 28 substation. The Contractor shall only remove the other half of the existing switchboard once the new half of the new switchboard have been installed to ensure minimum disruptions to operations. The Contractor shall apply for a medium voltage

"Work Permit" two weeks in advance to undertake this work. The Contractor shall transport and deliver the removed 11kV switchgear to the Transnet Engineering Depot within a radius of 2km and hand over to the electrical supervisor.

- b.** The Contractor shall safely remove the arc quenching oil in the existing switchgear and safely dispose of as per the National Environmental Management: Waste Act, 2008.
- c.** The Contractor shall disconnect and remove the existing battery charger unit with battery banks and associated accessories and hand over the disconnected items to the Transnet Engineering Electrical supervisor.

15.2.1.2. Bay 28 Substation MV Installation (New)

- a.** The Contractor shall supply, deliver, offload, install and commission two 11kV incomer panels complete with protection relays, current and voltage transformers as per specification TE-001-MVSPEC and Annexure 1 (Bay 28 requirement schedule). The panels shall be bottom cable entry to allow installation of incoming cables from the trench.
- b.** The Contractor shall supply, deliver, offload, install and commission two 11kV transformer feeder panels complete with protection relays and instrument transformers as per specification TE-001-MVSPEC and Annexure 1 (Bay 28 requirement schedule). The panels shall be bottom cable entry to allow feeding cables from the trench.
- c.** The Contractor shall supply, deliver, offload, install and commission one Bus section panel complete with Bus-riser, earthing panel with protection relays, current and voltage transformer as per Annexure 1 (Bay 28 requirement schedule).
- d.** The Contractor shall design, supply, deliver, offload, install and commission the 110Vdc battery bank (enclosed in cabinet) complete with battery charging unit for the complete 11kV switchgear protection and operation. The contractor shall submit a proposal of "three different battery types and highlight the preferred option" to the employer's electrical engineer for acceptance of the design. The option shall include equal or similar approved to Alcad Nickel Cadmium (NiCd) battery banks.
- e.** The Contractor shall supply, deliver, offload and install a complete arc ducting system if so, required by the OEM. The ducting shall extend to the exterior of the substation with a suitable weatherproof stainless-steel cowl.
- f.** The contractor shall replace all the fluorescent lights in the substation with new dustproof LED lights.
- g.** The Contractor shall prepare and apply a high-grade epoxy coating on the existing substation switch room floor.
- h.** The Contractor shall prepare apply a high-quality wall paint (brilliant white) to the walls and ceiling on completion.

15.2.2. Low-voltage Switchgear Disconnection and Installation

- 15.2.2.1.** The Contractor shall disconnect, remove and dismantle the existing 400V low-voltage switchboard. The removal of the existing switchboard and installation of new switchboard shall be conducted after hours (during off peak hours). The Contractor shall apply for a permit one week in advance to undertake this work. The Contractor shall transport the removed LV switchboard to the Transnet Engineering Depot within a radius of 2km and hand over to the depot electrical supervisor.
- 15.2.2.2.** The Contractor shall design, supply, deliver, offload, install and commission a new Low-voltage Main Distribution board for Bay 28 substation as per specifications TE-002-DBSPEC and drawing no: TE/BAY28/2025/01.

15.2.3. Cable Installation

15.2.3.1. Removal of existing cable and busways at Bay 28 Substation

- a. The Contractor shall disconnect and remove the existing MV cables from the existing MV switchboard.
- b. The Contractor shall uninstall the busways connection between transformers and existing low voltage panels and shall be handed over to the Transnet Engineering depot electrical supervisor.
- c. The Contractor shall disconnect the existing LV feeder cables (transformer feeders excluded from this item), and MV incomer cables from the existing MV and LV switchgear respectively.

15.2.3.2. Supply and Termination of new cables at Bay 28 substation.

- a. The Contractor shall supply, install and terminate new 11kV copper cables unto the new installed 11kV switchboard. The contractor shall ensure that the manufacturer's recommendations regarding the minimum cable bending radius is adhered to when installing the cable.
- b. The Contractor shall terminate all the existing low-voltage cables unto the new installed low-voltage distribution board. The contractor shall ensure that the manufacture's recommendations regarding the minimum cable bending radius is adhered to when installing the cables. If the need arises for cable jointing, this shall be done outside the substation and not in the cable trenches.
- c. The Contractor shall supply, install and terminate new single core cables from the transformer low-voltage bushings to the Main incomer ACB's switches. The contractor shall ensure that the manufacturer's recommendations regarding the minimum cable bending radius is adhered to when installing the cables.
- d. The Contractor shall design, manufacture and install new low-voltage extension boxes on the transformers. This shall be so designed to minimize the stress of the 630mm² single core cables on the low-voltage bushings.
- e. The Contractor shall supply, install and terminate new single core PVC insulated earth cables from the transformer low-voltage star point to the main consumers earth bar on the new low-voltage distribution board. The contractor shall ensure that the

manufacturer's recommendations regarding the minimum cable bending radius is adhered to when installing the cables.

15.2.3.3. Cable way System Installation in Bay 28 Substation

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- a. The Contractor shall supply, deliver, offload and install the cable ladder system for the substation and present the design to the Employer's electrical engineer for acceptance. The contractor shall make allowance for appropriate cableways and other necessary accessories to neaten LV cables in the substation. The cable ladder system design shall present evidence for the sufficient support of the cable weights. The cable ladder system shall be suitably bonded and connected to the substation building earth bar with an appropriately sized protective earth conductor in compliance to SANS 10142-1.
 - b. The Contractor shall clean all cable trenches of excess sand and silt.

15.2.4. Earthing and Bonding

- a. The Contractor shall verify all earthing and bonding materials, equipment, accessories and supports as required.

15.2.5. Testing and Commissioning of the Electrical Installation

- a. The Contractor shall conduct a Factory Acceptance Test (FAT) for all the equipment to be installed as part of the Works to be executed in the Contract prior to delivery to site. The FAT shall be conducted in the presence of the Employer's Engineer/Technical Representative. The legal transfer of ownership from Plant's supplier to the Contractor shall be held by the contractor until the Plant is fully installed, tested and commissioned on the Employer's designated site.
- b. The Contractor shall conduct a Site Acceptance Test (SAT) for all supplied, offloaded and delivered to the designated Employer's site. The SAT shall be conducted in the presence of the Employer's Engineer/Technical Representative.
- c. The Contractor shall test the MV installation and LV installation and hand over all relevant test certificates to the Employer's engineer for acceptance. The contractor shall hand over both MV and LV certificate of compliance respectively as per OHS Act of 85 and SANS 10142-1 and SANS 10142-2 for the installation.
- d. The contractor shall test and commission the entire Earthing and Bonding as per Transnet Specification TPD-004-EARTHINGSPEC and SANS 10142-1 in the presence of the Employer's Engineer/Technical Representative. The contractor shall handover all test certificates to the Employer's Project Manager for acceptance by the Employer's Engineer.

15.2.6. Substation Doors Replacement

- a. The contractor shall remove the existing single and double doors.
- b. The contractor shall design and install new single and double doors as per Eskom specifications and requirements listed below.
- c. Doors and frames shall be hot-dipped galvanized.
- d. Doors shall have a three-point locking system.
- e. Door outer frame shall be constructed using 3mm thick 'Z' sections.
- f. Door inner frame shall be constructed using 3mm thick 'U' sections.
- g. Door panels shall be constructed using 1,2mm thick slats.

-
- h.** Doors shall come equipped with vermin proof mesh (5mm openings), Earth straps and Cabin hooks.
 - i.** Single door dimensions: 2030mm(H) x 810mm(W) – contractor to confirm exact size.
 - j.** Double door dimensions: 2600mm(H) x 1600mm(W) – contractor to confirm exact size.
 - k.** The contractor shall submit the design drawings to Transnet Engineering for approval prior to manufacturing.
 - l.** The contractor shall make good all brickwork/plastering in the event of damages during the removal and installation process.

15.3. List of Drawings

15.3.1. Drawings issued by the Employer

15.3.1.1. This is a list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

NOTE: Some drawings may contain both Works Information and Site Information.

- TE/BAY28/2025/01 – Bay 28 substation Single Line and General Arrangements
- TE/BAY28/2025/02 – Bay 28 substation Floor Plan Layout
- TE-001-MVSPEC
- TE-002-DBSPEC
- TE-003-CABLESPEC
- TE-005-EARTHINGSPEC

ANNEXURE C: List of drawings Bay 28

BAY 55 MEDIUM-VOLTAGE SUBSTATION

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 - 5.2.3** Earthing and Bonding
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 - 5.3** List of drawings
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1. Acronyms, Abbreviations and Definitions

Table 1-1: Terminology

Terminology	Description
Employer	For the purpose of this document, the Employer shall be regarded as Transnet Engineering.
Contractor	For the purpose of this document, the contractor refers to the person (company) whom has been awarded the contract to perform the works stipulated by the employer.
Specialist	Is a person or company appointed by the contractor or employer who has significant expertise in execution of a particular work.
Employer's Engineer	For the purpose of this document, the Employer's Engineer is a technical representative appointed by the Employer who holds a Bsc/Beng/Btech/Ndip and registered with ECSA as a Pr.Eng/Pr.Tech in the relevant field of engineering. The purpose for the Employer's Engineer is to review, support and accept the designs, documents and drawings for this project.
Accepted	For the purpose of this document, the term "Accepted" shall be used to describe that an activity/task/document/drawing/design/calculation is received and believed to be true. However, by Accepting any of the above items does not alleviate legal and ethical responsibilities that is carried by the ECSA responsible signatory for the item.
Supported	For the purpose of this document, the term "Supported" shall be used to describe that an activity/task/document/drawing/design/calculation is received and the contents herein with are agreed upon with encouragement to proceed.

Table 1-2: Definitions/Abbreviation

Abbreviation	Definition
°C	Degree Celsius
A	Ampere
ACB	Air Circuit Breaker
AIS	Air Insulated Switchgear
D	Diameter
ECC	Earth Continuity Conductor
ECSA	Engineering Council of South Africa
FAT	Factory Acceptance Test
FEL	Front End Loading

GIS	Gas Insulated Switchgear
Hz	Hertz
ICs	Service Short Circuit Current
km	Kilo meter
kVA	Kilo-Volt Ampere
LV	Low voltage
m	Meter
MCB	Miniature Circuit Breaker
MCC	Motor Control Centre
MCCB	Moulded Case Circuit Breaker
mm	millimetre
mm ²	millimetre squared
MV	Medium Voltage
NRS	National Rationised Standard
ONAN	Oil Natural Air Natural
ORS	Owners Requirement Specification
PVC	Polyvinyl Chloride
SCADA	Supervisory Control and Data Acquisition
SANS	South African National Standards
SAT	Site Acceptance Test
SF ₆	Sulphur Hexafluoride
TE	Transnet Engineering

2. Introduction

2.1 Purpose

The purpose of this document is to detail the works to be undertaken by the Contractor in relation to the construction and execution of the Bay 55 Medium-voltage Substation Upgrade project in 311 Solomon Mahlangu Drive, Bayhead, Durban.

2.2 Background

Transnet Engineering is currently in a quest to upgrade their substations. The existing substation makes use of MV switchgear that have exceeded the end of design life thus posing a business operational risk due to spares being obsolete in the market for maintenance purposes. Furthermore, the existing MV switchgear uses oil as an arc quenching mechanism, which is strongly not desired due to the environmental, and safety threats posed to personnel during operation (switching of the switchgear).

Transnet Engineering is in need for a suitable engineering solution about the upgrade of the Bay 55 Electrical Substation. It must be emphasized that the solution to be provided shall utilize modern technology, which minimises safety hazards to personnel and enhances operations by mitigating protection failure rates in the system.

2.3 Electrical Scope of Work

The scope of works covered in this document is particularly for Transnet Engineering in Durban Bay 55 Substation. The works that the contractor is to perform include but not limited to the following:

- Dismantling and removal of existing Medium-voltage substation equipment
- Supply and install new medium voltage switchgear
- Size, supply and install new Battery Tripping Unit
- Supply and install new MV cables
- Verification of the existing earthing and lightning protection system for the substation
- Perform MV switchgear protection setting calculations, relay grading and relay configuration
- Test, commission and handover MV switchgear
- Make good of the substation walls and floors

3. Legal Requirements Regarding Design

In addition to the specifications, TE substations upgrade shall comply with the following relevant South African Acts and Regulations, and they shall apply in the order of precedence as listed below:

3.1 Codes

Document Number	Description
OSH ACT 85 of 1993	South African National Occupation Health and Safety Act 85 of 1993

3.2 Standards

Document Number	Description
SANS 10142	Code of Practice for the Wiring of Premises
SANS 62305-1	Protection against lightning Part 1: General principals
SANS 62305-2	Protection against lightning Part 2: Risk management
SANS 62305-3	Protection against lightning Part 3: Physical damage to structure and life hazard
SANS 62305-4	Protection against lightning Part 4: Electrical and electronic systems within structures
SANS 10313	Protection against lightning – Physical damage to structure and life hazard
SANS 10199	The design and installation of earth electrodes

SANS 1063	Earth rods, couplers and connections
SANS 10198-8	The selection, handling and installation of electric power cables of rating not exceeding 33kV Part 8: Cable laying and installation
SANS 1091	National Colour Codes
SANS 1973-1	Low voltage switchgear assemblies > 10kA
SANS 1973-2	Low voltage switchgear assemblies < 10kA
SANS 10292	Earthing of Low voltage (LV) distribution systems
SANS 61689	Instrument Transformer
SANS 62268	Electricity Metering Equipment
SANS 725	IEEE Guide for Safety in AC Substation Grounding
SANS 60529	Degree of protection by enclosure (IP codes)

3.3 Specifications

Document Number	Description
TE-001-MVSPEC	Specification for indoor medium-voltage (1Kv to 33Kv) alternating current switchgear and control gear.
TE-002-DBSPEC	Specification for low-voltage distribution boards.
TE-003-CABLESPEC	Specification for the supply and installation of medium-voltage and low-voltage electrical cables.
TE-005-EARTHINGSPEC	Specification for earthing and protection of buildings and structures against lightning.

4. Service Conditions

4.1 Service Conditions

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

Altitude	0 to 1800 metres above sea level
Ambient air temperature	-5°C to 45°C
Humidity	As high as 96%
Lightning conditions	Severe with 12 flashes/km ² /annum
In addition, the atmosphere will be of a highly saline and dust-laden nature	

4.2 Medium Voltage Power System

All Medium Voltage equipment and or plants to be provided as part of the engineering solution shall normally operate in the following conditions:

Nominal system voltage	11kV
Minimum-Maximum system voltage	10,45kV – 11,55kV
Nominal frequency	50Hz ± 2Hz
No. of phases	3 phases
Neutral Point	Solidly Earthed
Short Circuit	25kA

5. Electrical Engineering Works

5.1 Design Works to be executed by the Contractor

The scope of works covered in this document is particular for Transnet Engineering in Durban Bay 55 Substation. The works that the Contractor is to perform include but is not limited to the following:

- The Contractor shall appoint a protection specialist to perform medium voltage protection settings and specific grading installation/co-ordination for Bay 55 substation.
- The Employers Engineer as part of the tender documents must issue the requirement schedule for each substation illustrating recommended protection schemes and the required measuring instruments.
- The Contractor shall utilize the complete ETAP model with required protection philosophy inclusions previously accepted by the Employers Engineer to select relays for the required protection schemes and define the protection philosophy in line with the settings from the main supply authority.
- The Contractor shall ensure protection co-ordination, selectivity and grading of all upstream and downstream relays between the proposed MV switchgear and the existing network.
 - The Contractor shall test the integrity of the existing earthing system at the Bay 55 Substation. The Contractor shall submit all test results to the Project manager for acceptance by the Employers Engineer.

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- In the case where the existing earthing and lightning protection system is not compliant to the requirements of SANS 10313, the Contractor shall perform full/parts of the design of the earthing and lightning protection, as required, for Bay 55 Substation. The Contractor shall submit all designs performed to the Employers Engineer for acceptance prior to execution.

5.2 Construction Works to be executed by the Contractor

20.2.1. MV Switchgear Installation

20.2.1.1. Existing Switchgear (and the associated installation) Disconnect in Bay 55 Substation.

- a. The contractor shall de-energize, disconnect and dismantle half of the existing 11kV MV switchboard from Bay 55 substation. The Contractor shall only remove the other half of the existing switchboard once the new half of the new switchboard have been installed to ensure minimum disruptions to operations. The Contractor shall apply for a medium voltage "Work Permit" two weeks in advance to undertake this work. The Contractor shall transport and deliver the removed 11kV switchgear to the Transnet Engineering Depot within a radius of 2km and hand over to the electrical supervisor.
- b. The Contractor shall safely remove the arc quenching oil in the existing switchgear and safely dispose of as per the National Environmental Management: Waste Act, 2008.
- c. The Contractor shall disconnect and remove the existing battery charger unit with battery banks and associated accessories and hand over the disconnected items to the Transnet Engineering Electrical supervisor.

20.2.1.2. Bay 55 Substation MV Installation (New)

- a. The Contractor shall supply, deliver, offload, install and commission two 11kV incomer panels complete with protection relays, current and voltage transformers as per specification TE-001-MVSPEC and Annexure 1 (Bay 55 requirement schedule). The panels shall be bottom cable entry to allow installation of incoming cables from the trench.
- b. The Contractor shall supply, deliver, offload, install and commission two 11kV transformer feeder panels complete with protection relays and instrument transformers as per specification TE-001-MVSPEC and Annexure 1 (Bay 55 requirement schedule). The panels shall be bottom cable entry to allow feeding cables from the trench.
- c. The Contractor shall supply, deliver, offload, install and commission one Bus section panel complete with Bus-riser, earthing panel with protection relays, current and voltage transformer as per Annexure 1 (Bay 55 requirement schedule).
- d. The Contractor shall supply, install and commission a new Differential Protection relay at the remote end of the newly installed MV Switchgear panel (F82 at Store Substation). Relay shall be compatible with the installed diff relay in Bay 55 Substation.
- e. The Contractor shall design, supply, deliver, offload, install and commission the 110Vdc battery bank (enclosed in cabinet) complete with battery charging unit for the complete 11kV switchgear protection and operation. The contractor shall submit a proposal of "three different battery types and highlight the preferred option" to the employer's electrical engineer for acceptance of the design. The option shall include equal or similar approved to Alcad Nickel Cadmium (NiCd) battery banks.
- f. The Contractor shall supply, deliver, offload and install a complete arc ducting system if so, required by the OEM. The ducting shall extend to the exterior of the substation with a suitable weatherproof stainless-steel cowl.

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- g.** The contractor shall replace all the fluorescent lights in the substation with new dustproof LED lights.
 - h.** The Contractor shall prepare and apply a high-grade epoxy coating on the existing substation switch room floor.
 - i.** The Contractor shall prepare apply a high-quality wall paint (brilliant white) to the walls and ceiling on completion.

20.2.2. Cable Installation

20.2.2.1. Removal of existing cable and busways at Bay 55 Substation

- a.** The Contractor shall disconnect and remove the existing MV cables from the existing MV switchboard.
- b.** The Contractor shall disconnect the existing MV incomer cables from the existing MV switchgear.

20.2.2.2. Supply and Termination of new cables at Bay 55 substation.

- a.** The Contractor shall terminate all the newly laid 11kV copper cables unto the new installed 11kV switchboards and transformers. The contractor shall ensure that the manufacturer's recommendations regarding the minimum cable bending radius is adhered to when installing the cable.
- b.** The Contractor shall supply, install and terminate new single core PVC insulated earth cables from the transformer low-voltage star point to the main consumers earth bar on the new low-voltage distribution board. The contractor shall ensure that the manufacturer's recommendations regarding the minimum cable bending radius is adhered to when installing the cables.

20.2.2.3. Cable way System Installation in Bay 55 Substation

- a.** The Contractor shall clean the MV cable trenches of excess sand and silt.

20.2.3. Earthing and Bonding

- a.** The Contractor shall verify all earthing and bonding materials, equipment, accessories and supports as required.

20.2.4. Testing and Commissioning of the Electrical Installation

- a.** The Contractor shall conduct a Factory Acceptance Test (FAT) for all the equipment to be installed as part of the Works to be executed in the Contract prior to delivery to site. The FAT shall be conducted in the presence of the Employer's Engineer. The legal transfer of ownership from Plant's supplier to the Contractor shall be held by the contractor until the Plant is fully installed, tested and commissioned on the Employer's designated site.
- b.** The Contractor shall conduct a Site Acceptance Test (SAT) for all supplied, offloaded and delivered to the designated Employer's site. The SAT shall be conducted in the presence of the Employer's Engineer.

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- c. The Contractor shall test the MV installation and hand over all relevant test certificates to the Employer's engineer for acceptance. The contractor shall hand over MV certificate of compliance as per OHS Act of 85 and SANS 10142-2 for the installation.
 - d. The contractor shall test and commission the entire Earthing and Bonding as per Transnet Specification TE-005-EARTHINGSPEC and SANS 10142-1 in the presence of the Employer's Engineer. The contractor shall handover all test certificates to the Employer's Project Manager for acceptance by the Employer's Engineer.

20.3. List of Drawings

20.3.1. Drawings issued by the Employer

20.3.1.1. This is a list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

NOTE: Some drawings may contain both Works Information and Site Information.

Annexure D: List of drawings bay 55