

Transnet Freight Rail

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REF No. TFR/2024/10/0003/81203/RFQ

REQUEST FOR QUOTATION (RFQ)

FOR THE: Supply, Installation, Testing and Commissioning of Vacuum Circuit Breakers at Mapleton Distribution Substation.

RFQ NUMBER	: CRAC HGR 48817
ISSUE DATE	: 25 October 2024
COMPULSORY BRIEFING	: 01 November 2024
CLOSING DATE	: 15 November 2024
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date (14/02/2025)

Contents

Number	Heading
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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 Document |
| T2.2 | Returnable Schedules |

The Contract

Part C1: Agreements and Contract Data

- | | |
|------|------------------------------|
| C1.1 | Form of Offer and Acceptance |
| C1.2 | Contract Data (Parts 1 & 2) |

Part C2: Pricing Data

- | | |
|------|----------------------|
| C2.1 | Pricing Instructions |
|------|----------------------|

Part C3: Scope of Work

- | | |
|------|---------------------|
| C3.1 | Service Information |
|------|---------------------|

Part C4: Affected Property

- | | |
|------|-------------------|
| C4.1 | Affected Property |
|------|-------------------|

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	Supply, Installation, Testing and Commissioning of Vacuum Circuit Breakers at Mapleton Distribution Substation.
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	A Compulsory Tender Clarification Meeting will be conducted at 1 Viljoen Street Coen Stoltz Building Heidelberg Gauteng on 01 November 2024, at 10:00am [10 O'clock] for a period of ±2 (Two) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk will take place, tenderers are to note: • 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 breathalyser 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 licences are on them for inspection at the access control gates. 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.
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	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. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	10:00am on 15 November 2024 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

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 as a result 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 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 as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, 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.
- 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 on [T2.2-14], [**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 or not 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 Freight Rail

Tender Number: CRAC HGR 48817

Description of the Service: Supply, Installation, Testing and Commissioning of Vacuum Circuit Breakers at Mapleton Distribution Substation.



**Transnet urges its clients, suppliers and the general 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) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions

		C2.2 Price List
	Part C3: Scope of work	C3.1 Service Information
	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Thembinkosi Ngcobo
	Address:	151 South Coast Road, Loliwe House Bayhead, Durban 4001
	Tel No.	031 361 4023
	E – mail	Thembinkosi. Ngcobo@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	
	<i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i>	
	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 2EP 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: - every member of the joint venture is registered with the CIDB; - 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 2EP 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	

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

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.

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

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

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- 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 RFQ document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

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- C.2.12 No alternative tender offers will be considered.

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

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

- | | |
|-------------------------|--|
| Identification details: | The tender documents must be uploaded with: <ul style="list-style-type: none">▪ 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:

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

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- C.2.15 The closing time for submission of tender offers is:
Time: **10:00am** on the **15 November 2024**
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 finalised within the validity period.
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- C.2.23 The tenderer is required to submit with his tender:
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 a **sworn 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 CRS Number to be used to verify the CIDB registration and status 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:

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-02 Project Plan Realist work Project Plan/Gantt chart showing all the project lead time, activities and milestones when supplying and installing the VCB's as per specification	No plan provided	0	30
	Plan - has no activities & milestones, no resources/skills, equipment nor information on subcontractors/suppliers of equipment, poor/no quality management plan, lead time is 10-18 weeks	40	
	Plan - showing some activities & milestones, some major required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan,lead time is 8-10 weeks	70	
	Plan - showing major activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan ,lead time is 6-8 weeks	90	
	Detailed plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan lead time is 6 weeks or less	100	
Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
	The Bidder/s will be awarded 0 point if no	0	40

T2.2-03 Work Experience With respect to specific aspects of the projects/ Comparable projects by the bidder. Greater weigh should be given to projects of a similar nature the Bidder/s has completed. Experience (Previous work done.) (With reference to the following: Wireman licence, N3/Ndip or higher in Electrical Engineering, A-brown, Project Management, CV's and 4 years relevant work experience in supply and Installation of VCB's	proof of relevant experience is submitted.		
	The Bidder/s will be awarded 1 points for the submission of proof of wireman license, N3/Ndip or higher in Electrical Engineering, A-brown, CV's and 1 year relevant work experience in supply and Installation of VCB's	40	
	The Bidder/s will be awarded 2 points for the submission of proof of wireman license, N3/Ndip or higher in Electrical Engineering, A-brown, CV's and 2 years relevant work experience in supply and Installation of VCB's	70	
	The Bidder/s will be awarded 3 points for the submission of proof of wireman license,N3/Ndip or higher in Electrical Engineering, A-brown, CV's and 3 years relevant work experience in supply and Installation of VCB's	90	
	The Bidder/s will be awarded 4 points for the submission of proof of wireman license, N3/Ndip or higher in Electrical Engineering, A-brown, Project Management, CV's and 4 years relevant work experience in supply and Installation of VCB's	100	
Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
The Bidder/s must submit the method statement covering the following Quality	The Bidder/s will be awarded 0 point if method statement is not submitted.	0	30

assurance, safe execution of duties. This document should detail the way each activity or process is to be completed. The method statement should also outline the hazards involved and include a step-by-step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety everyone who will be affected by the project activities.	The Bidder/s will be awarded 1 point if generic method statement is submitted	40	
	The Bidder/s will be awarded 3 points if a method statement is submitted is clear and concise and only covers the quality Assurance aspect.	70	
	The Bidder/s will be awarded 4 points if a method statement is submitted is clear and concise and covers the quality Assurance and safety.	90	
	The Bidder/s will be awarded 5 points if a method statement is submitted is clear and concise and covers the quality Assurance, Health and safety.	100	
Maximum possible score for Functionality			100

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

- T2.2-02 Project Plan
- T2.2-03 Previous Experience
- T2.2-04 Method Statement

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled 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.

- 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.

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
Functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor 1 or 2	10
+50% Black Youth Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines
+50% 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)

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE Level of contributor 1 or 2	10
+50% Black Youth Owned Entities	10
Total points for Price and Specific Goals must not exceed	100

Note: Transnet reserves the right to carry out an independent audit of the tenderers 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:

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

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- other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- d) has the legal capacity to enter into 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.
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C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility criteria and functionality purposes:

T2.2-01: **Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

2.1.2: These schedules will be utilised for evaluation purposes:

T2.2-02: **Evaluation Schedule:** Project Plan

T2.2-03: **Evaluation Schedule:** Previous experience

T2.2-04: **Evaluation Schedule:** Method Statement

2.1.3 Returnable Schedules:

General:

T2.2-05: Authority to submit tender

T2.2-06: Record of addenda to tender documents

T2.2-07: Letter of Good Standing

T2.2-08: Availability of equipment and other resources

T2.2-09: Risk Elements

T2.2-10: Affected Property Establishment requirements

T2.2-11: Capacity and ability to meet delivery schedule

Agreement and Commitment by Tenderer:

T2.2-12: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

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

ANNEX G Compulsory Enterprise Questionnaire

Job-Creation Schedule

SECTION : SBD 5 (NIPP)

T2.2-13: Non-Disclosure Agreement

T2.2-14: RFQ – Breach of Law

T2.2-15: Certificate of Acquaintance with Tender Document

T2.2-16: RFQ Declaration Form

T2.2-17: Agreement in terms of Protection of Personal Information Act (POPIA)

T2.2-18: Service Provider Integrity Pact

T2.2-19: Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-20: Insurance provided by the Contractor

2.1 C1.1 Offer portion of Form of Offer & Acceptance

2.3 C1.2 Contract Data Part two (Data Provided by Contractor)

2.4 C2.2 Price List

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the **compulsory** tender clarification meeting

Held at:	1 Viljoen Street Coen Stoltz Building Heidelberg Gauteng	
On (date)	01 November 2024	Starting time: 10:00am

Particulars 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: Evaluation Schedule: Project Plan

Note to tenderers:

The Tenderer details the Plan for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the Plan in Primavera or any other compatible software.

The Tenderer's attention is drawn to core clause 21 of the NEC3 Term Service contract regarding the items to be shown on a plan.

The tenderer shall provide the proposed Plan, at a minimum showing but not limited to the following:

- Ability to execute the Service in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Service clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the Plan must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, & Completion Date. In addition, the Plan clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Plan must clearly support and demonstrate alignment to the Method Statement as contained in T2.1 List of Returnables.

Realist work plan/Gantt chart showing all the project lead time, activities and milestones when supplying and installing the VCB's as per specification

Evaluation Score: 30

DESCRIPTION AND EVALAUTION REQUIREMENT	POINT SCORE
No plan provided	Non-Responsive 0
Plan - has no activities & milestones, no resources/skills, equipment nor information on subcontractors/suppliers of equipment, poor/no quality management plan, lead time is 10-18 weeks	Average 40
Plan - showing some activities & milestones, some major required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan, lead time is 8-10 weeks	Satisfactory 70
Plan - showing major activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan ,lead time is 6-8 weeks	Good 90
Detailed plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan lead time is 6 weeks or less	Very Good 100

Attachment A: Electronic Copy of Plan

T2.2-03: Evaluation Schedule: Previous Experience

Note to tenderers:

Work Experience with respect to specific aspects of the projects/Comparable projects by the bidder. Greater weight should be given to projects of a similar nature the Bidder/s has completed. Experience (Previous work done.) (With reference to the following: Wireman licence, N3/Ndip or higher in Electrical Engineering, A-brown, Project Management, CV's and 4 years relevant work experience in supply and Installation of VCB's

Tenderers are required to list proof of their previous experience for similar statement of work. This can be in the form of written references or completion certificates.

Proof should reflect company name, contact person and value of work completed.

Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

SCORING FOR PREVIOUS EXPERIENCE: 40

DESCRIPTION AND REQUIREMENT FOR EVALUATION	POINT SCORING
The Bidder/s will be awarded 0 point if no proof of relevant experience is submitted.	Non-Responsive 0
The Bidder/s will be awarded 1 point for the submission of proof of wireman license, N3/Ndip or higher in Electrical Engineering, A-brown, CV's and 1 year relevant work experience in supply and Installation of VCB's	Average 40
The Bidder/s will be awarded 2 points for the submission of proof of wireman license, N3/Ndip or higher in Electrical Engineering, A-brown, CV's and 2 years relevant work experience in supply and Installation of VCB's	Good 70
The Bidder/s will be awarded 3 points for the submission of proof of wireman license, N3/Ndip or higher in Electrical Engineering, A-brown, CV's and 3 years relevant work experience in supply and Installation of VCB's	Very good 90
The Bidder/s will be awarded 4 points for the submission of proof of wireman license, N3/Ndip or higher in Electrical Engineering, A-brown, Project Management, CV's and 4 years relevant work experience in supply and Installation of VCB's	Excellent 100

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

T2.2-04: Evaluation Schedule: Method Statement

Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the methodology that will be employed to cover the scope of the project.

The Bidder/s must submit the method statement covering the following Quality assurance, safe execution of duties. This document should detail the way each activity or process is to be completed. The method statement should also outline the hazards involved and include a step by step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety everyone who will be affected by the project activities.

The method statement cannot be used as safety plan but technical approach and methodology on the actual work execution. The company special and practical knowledge in business services is required.

In addition to general methodology for the project please provide specific information for the following points:

1. Installation of electrical equipment
2. Installation of instrumentation
3. Testing and Commissioning procedure

Evaluation Score: 30

DESCRIPTION AND REQUIREMENT FOR EVALAUTION	POINT SCORE
The Bidder/s will be awarded 0 point if method statement is not submitted.	Non-Responsive 0
The Bidder/s will be awarded 1 point if generic method statement is submitted	Average 40
The Bidder/s will be awarded 3 points if a method statement is submitted is clear and concise and only covers the quality Assurance aspect.	Good 70
The Bidder/s will be awarded 4 points if a method statement is submitted is clear and concise and covers the quality Assurance and safety.	Very good 90
The Bidder/s will be awarded 5 points if a method statement is submitted is clear and concise and covers the quality Assurance, Health and safety.	Excellent 100

T2.2-05: 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

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

T2.2-06: 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 taken into account 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.

T2.2-07 Letter/s of Good Standing with the Workmen's Compensation Fund

Attached to this schedule is the Letter/s of Good Standing.

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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

T2.2-09: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Service and possible 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 possible 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.

T2.2-10: Affected Property Establishment Requirements

Tenderers to indicate their Affected Property establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

T2.2-11: 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 carry out the work as detailed in the Service 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 quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Service Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

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

T2.2-12: 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.

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

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 3 partners

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.

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 Level of contributor 1 or 2	10
+50% Black Youth Owned Entities	10
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-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 authorised body or person;
 - ii) a sworn 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

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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
+50% 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)

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn 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 .]
EME	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 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:

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: 1 or 2 = (maximum of 20 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		NO	
-----	--	----	--

- 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		NO	
-----	--	----	--

Description of Service: Supply, Installation, Testing and Commissioning of Vacuum Circuit Breakers at Mapleton Distribution Substation.

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/Service provider
- ☐ Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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 certificate, 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 will 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 as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise 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.

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

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 interest¹ 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.

Full Name	Identity Number	Name of State institution

2.2 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 or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

¹ 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.

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 consortium² 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, quantity, 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.
- 3.6 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.

² 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.

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

T2.2-14 NON-DISCLOSURE AGREEMENT

[October 2024]

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:

- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 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; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the 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 at all times 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.

Description of the Service: Supply, Installation, Testing and Commissioning of Vacuum Circuit Breakers at Mapleton Distribution Substation.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 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.

Description of the Service: Supply, Installation, Testing and Commissioning of Vacuum Circuit Breakers at Mapleton Distribution Substation.

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms 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

T2.2-14: REQUEST FOR QUOTATIONS– 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 misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH:

DATE OF BREACH:

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any 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

T2.2-15 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 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 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. 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 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
 - 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, quantity, 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

T2.2-16: RFQ 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 ourselves 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:

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:

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 an 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.

T2.2-17 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. 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.

- 2.2. The Operator will process all information by the Transnet 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.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (insert name of Tenderer/Contractor.....) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party 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.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator 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 the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , 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 Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

YES	
-----	--

NO	
----	--

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. **SOLE AGREEMENT**

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....(Pty) Ltd

(Operator)

Authorised signatory for and on behalf of.....(Pty) Ltd

who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-18 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 in order 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.
- 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 in particular 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.

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, quantity, 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 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 DISQUALIFICATION 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 blacklisted 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:
- 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)/ 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 has 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 GENERAL

- 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

T2.2-19: 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 organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

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

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust 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.*

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet 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 Resolution from Board of Directors) *(insert name of Company)*

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

T2.2-20: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service 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 83.1 of the TSC)	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 R 5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

C1.1 Form of Offer & Acceptance

Offer

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

TITLE OF THE CONTRACT:
**Supply, Installation, Testing and Commissioning of Vacuum
Circuit Breakers at Mapleton Distribution Substation.**

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 of 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

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:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



TRANSNET FREIGHT RAIL

Contract Number: CRAC HGR 48817

Description of the Service: Supply, Installation, Testing and Commissioning of Vacuum Circuit Breakers at Mapleton Distribution Substation.

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: Service 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 are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

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**

Name &
signature of
witness

Date



TRANSNET FREIGHT RAIL

Contract Number: CRAC HGR 48817

Description of the Service: Supply, Installation, Testing and Commissioning of Vacuum Circuit Breakers at Mapleton Distribution Substation.

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		
6		
7		

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 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
ofName &
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: dispute resolution Option and secondary Options of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	A: Priced contract with price list W1: Dispute resolution procedure X2 Changes in the law X17: Low service damages X18: Limitation of liability Z: <i>Additional conditions of contract</i>
10.1	The <i>Employer</i> is: Address Having elected its Contractual Address for the purposes of this contract as: Tel No.	Transnet SOC Ltd Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000 151 South Coast Road Loliwe House Bayhead, Durban 4001 031 361 4986
10.1	The <i>Service Manager</i> is (name): Address	Puseletso Pheko 1 Viljoen Street Coen Stoltz Building Heidelberg Gauteng



TRANSNET FREIGHT RAIL

Contract Number: CRAC HGR 48817

Description of the Service: Supply, Installation, Testing and Commissioning of Vacuum Circuit Breakers at Mapleton Distribution Substation.

Tel 016 340 7257

e-mail Thabang.Tutubala@transnet.net

11.2(2)	The Affected Property is	Mapleton Substation
11.2(13)	The <i>service</i> is	Supply, Installation, Testing and Commissioning of Vacuum Circuit Breakers at Mapleton Distribution Substation.
11.2(14)	The following matters will be included in the Risk Register	1. Train Movement 2. Live overhead wires 3. Theft 4. Community unrest 5. Chemical Contaminated area
11.2(15)	The Service Information is in	C3 Service Information
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i> .
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	29 November 2024
30.1	The <i>service period</i> is	Three (3) Months
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i> .
5	Payment	
50.1	The <i>assessment interval</i> is	25 th (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 effected 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 the Standard Bank South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i> .



7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employers</i> risks	None
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury 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 <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	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	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	1 week.
11	Data for Option W1	



W1.1	The <i>Adjudicator</i> is (Name)	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: 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 place where arbitration is to be held is 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 Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Durban, South Africa The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Attached on the Contract Data
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices.
X18.5	The <i>end of liability date</i> is	1 year after the end of the <i>service period</i>.

Z Additional conditions of contract

Z1 Obligations in respect of Termination

Z1.1	The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated 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)
Z1.2 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"
Z1.3	Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1	Transnet 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.
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Z3 Additional clause relating to Collusion in the Construction Industry

Z3.1	The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.
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Z4 Protection of Personal Information Act

Z4.1	The <i>Employer</i> and the <i>Contractor</i> 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
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C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	



TRANSNET FREIGHT RAIL

Contract Number: CRAC HGR 48817

Description of the Service: Supply, Installation, Testing and Commissioning of Vacuum Circuit Breakers at Mapleton Distribution Substation.

CV's (and further key person's data including CVs) are:

A		Priced contract with price list	
11.2(12)	The <i>price list</i> is in		
11.2(19)	The tendered total of the Prices is		R

TRANSNET FREIGHT RAIL

Contract Number: CRAC HGR 48817

Description of the Service: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF VACUUM CIRCUIT BREAKERS AT MAPLETON DISTRIBUTION SUBSTATION.



ANNEXURE A: X17 Low Service Damages

Item	Description	Allowable duration	Conclusion
1	Any Delays that are due to material from contractor	1 week from day of tender awarded, any challenges should be escalated with the contract manager.	R 1000.00 per day for any delays that are more than a week due to neglect from contractor.
2.	Delays that are due to non-availability of contractor personnel (Hiring of personnel and unavailability of personnel on site during project execution)	Contractor will be given 2 weeks of hiring personnel, thereafter challenges must be escalated with the contract manager should any further challenges be encountered that are beyond contractor control.	A penalty of R1000 per day will be imposed if contractor hasn't started with the work after two weeks.

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	3

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified 11
and defined
terms

11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone 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 Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**

1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

Item no	Description	Unit	Quantity	Rate	Price
1	Supply and Installation Indoor, Medium Voltage Metal Enclosed Switchgear in Accordance to (BBB4182 Version 5) the specifications are attached on the tender document	set	3		
2	Supply and Installation of XLPE cable	m	100		
3	Testing and Commissioning of Mapleton Substation	sum	1		
	TOTAL (EXL. VAT)				
	VAT @ 15%				
	TOTAL INCL. VAT				

The total of the Prices

PART C3: SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Service Information</i>	9
Total number of pages		10

C3.1 Service Information

1 Description of the service

1.1 Executive overview

- The Scope of Work covers Transnet Freight Rail's requirements for the supply and Installation of VCB's at Mapleton 11kV AC distribution substation under the control of the depot engineer, Heidelberg Depot.
- This specification should be read in conjunction with TFR's specifications as outlined in this document. The primary purpose of Transnet Freight Rail is to transport freight reliably. That is only possible only when the infrastructure itself is safe and reliable.
- For the infrastructure to be safe and reliable, it requires regular maintenance and spot replacement of infrastructure where necessary. Distribution substations play a vital role in the power supply of Signal's TAS and CAS equipment. Hence distribution substations require extensive care and operating them to failure must be avoided.
- Mapleton substation is offload due to VCB's that to vandalism and needs replacement
- The substation has been offload since 31st of August 2020, due to a call out. The master electrician who attended the callout due to Relay room that had no power.

1.2 Employers Objective

The objective of the employer is to appoint a suitable and qualified contractor for the Supply, installation, testing and commissioning of the Mapleton AC distribution Substation in order to restore the substation back to operation. Mapleton Substation is critical in increasing network availability which in turn will optimize on recovery time leading to the ease of Transnet freight Rail operations.

1.3 Access to the Affected Property

Mapleton Distribution Substation is located approximately 30 km from heidelberg depot using N3 route towards vosloorus. To access the substation one needs use N3 route then offramp using M43 toward Barry Marais Rd Vosloorus then turn left using M43, then at a cross turn right using R103 towards heidelberg, at the R103 cross turn left using M35 towards Elsburg, then turn right using Northern Rd. One needs to go straight using Northern Rd until they approach a Service road (Dirt Road) then they will see Mapleton Substation close to the level crossing.

Co-Ordinated: Latitude -26,34204 Longitude 28,25449

1.4 Provisions

The *Contractor* provides all the required tools, equipment and personnel to execute the project's scope of works.

2 SERVICE

2.1 Business requirement (Scope of Work)

Transnet is calling for quotations from experienced service contractors with a proven track record for the Supply, installation, testing and commissioning of distribution Substations.

This contract scope covers the Supply, installation, testing and commissioning of Mapleton Substation.

The nature of work to be performed under this contract requires contractors to be highly skilled with well trained personnel and high level of innovation. Contractors should be well experienced and be able to demonstrate experience and expertise by first providing documentary evidence to be used for functionality evaluation. The contractor is required to meet required skills, innovation and expertise and a sound previous experience in Supply, installation, testing and commissioning of distribution substation.

2.2 Deliverables:

The key deliverables of this project will contain the following:

- Contractor must be able to deliver required project within specified time period.
- The Contractor is required to communicate with the service manager for delivery of material and project performance updates.
- The Contractor is required to provide delivery note to the service manager and or project administrator.
- The Contractor is responsible for arrangement of material and delivery by road.

2.3 Current (As Is) Situation:

Currently Mapleton Substation is off-load due to the VCB's that were vandalised the distribution

- The substation has been off-load since 31st of August 2020, due to a call out. The master electrician who attended the callout due to Relay room that had no power.

2.4 Detailed Scope of Work (Service)

- 2.4.1 The Scope of Work covers Transnet Freight Rail's requirements for the supply of indoor three phase medium voltage metal enclosed switchgear and control gear.
- 2.4.2 This specification should be read in conjunction with TFR's specifications as outlined in this document.

2.5 Standards and publications

- 2.5.1 Unless otherwise specified all the tests shall be conducted according to the latest editions of SANS, BS, IEC and Transnet Freight Rail's publications.

2.6 Transnet freight rail specifications / engineering instructions

- 2.6.1 Whenever "Transnet", "Spoornet" or "S.A. Transport Services" is used in the generic specifications, it should be read as "the Employer", and wherever "engineer" or similar terminology is used, it should be read as "the Engineering/Project Manager.
- 2.6.2 The Employer for this Contract is Transnet, SOC Ltd, trading as Transnet Freight Rail. The designs are based on the Transnet Freight Rail specifications.
- 2.6.3 The information and or requirements as stated in Transnet Freight Rail's specifications shall be considered as the minimum requirements for equipment to be offered.

- 2.6.4 The Contractor may use the specifications as a requirement and offer material and equipment that comply with the latest technology.
- 2.6.5 The Contractor shall provide details indicating how the equipment offered differs from what was specified.
- 2.6.6 Whenever “Technical Officer or Site Agent” is used in the specification it refers to Transnet Freight Rail’s Contract Supervisor or his appointed representative.

2.7 Statutory Requirements

- 2.7.1 OHS Act 85 of 1993: Occupational Health and Safety Act

2.8 Transnet Freight Rail Specifications and instruction

- 2.8.1 BBF 8128 VER 1: Handbook for testing and calibration of railway electrical protection Equipment.
- 2.8.2 BBF 9295 VER 3: Substation Earth Resistance and Insulation Measurements.
- 2.8.3 BBF 3690: Electrical Safety Instructions ESI (2012).
- 2.8.4 BBF 8190: Traction Substation Electrician’s Handbook.
- 2.8.5 BBB 4182: Indoor, medium voltage metal enclosed switchgear and control gear
- 2.8.6 GI_012, S_013& GI_029 Electrical Engineering Instruction.
- 2.8.7 CEE 0224: Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract.
- 2.8.8 BBB 1267: Requirements for outdoor alternating-current circuit breakers for traction and distribution substations.
- 2.8.9 BBB 8205 – HV transformers in accordance with IEC 60076 and BS 171 for nominal system voltages of 33 kV up to 132 kV.
- 2.8.10 BBD 7524-Switching & Lightning Surges protection system for a low voltage equipment installed in substation.
- 2.8.11 BBD 8946-Testing, setting and operation of a rogowski coil.

2.9 South African National Standards

- 2.9.1 SANS 555: Unused and reclaimed mineral insulating oil for transformers and switchgear
- 2.9.2 SANS 156-Moulded-case circuit breaker
- 2.9.3 SANS 1091-National colour standards for paint
- 2.9.4 SANS 1274-Coatings applied by powder for paint
- 2.9.5 SANS 1507-Electrical cables with extruded solid dielectric insulation for fixed installations. (300V/550V-1,900V/3,300V) Part 1: General
- 2.9.6 SANS ISO 9001: Quality management systems- Requirements

3.0 International Electrotechnical Commission (IEC)

(The * means, also SANS available)

- 3.1 IEC 60044-1* Instrument transformer Part 1: Current Transformer
- 3.2 IEC 60044-2* Instrument transformer Part 2: Inductive voltage transformer

- 3.3 IEC 60051 -Direct acting indicating analogue electrical measuring instruments and their accessories.
- 3.4 IEC 60243-1-Electrical strength of insulating materials – Test methods – Part 1 Tests at power frequencies.
- 3.5 IEC 60255-5-Electrical Relays: Part 5: Insulation coordination for measuring relays and protection equipment – Requirements and tests
- 3.6 IEC 60282-1*-High-voltage – Current limiting fuses
- 3.7 IEC 60529*-Degrees of Protection provided by enclosures (IP code)
- 3.8 IEC 60947-5-1*-Low-voltage switchgear and control gear Part 5-1. Control circuit devices and switching elements. Electromechanical control circuit devices.
- 3.9 IEC 61000-4-Electromagnetic compatibility Part 4:- Testing and measuring techniques
- 3.10 IEC 62053-21-Electricity metering. Part 21
- 3.11 IEC 62271-100*-High Voltage alternating current (AC) circuit breaker.
- 3.12 IEC 62271-102*-Alternating current disconnectors and earthing switches.
- 3.13 IEC 62271-105*-Alternating current (AC) switch-fuse combinations.
- 3.14 IEC 62271-200*-AC metal enclosed switchgear and controlgear for rated voltages above 1kV and up to and including 52kV

4.0 Material

- 4.1 Transnet Freight Rail approved material shall be used.
- 4.2 The material or equipment shall be as per applicable drawings and standards, generic and specification.
- 4.3 Any alternative material or equipment to be used should be approved by Transnet Freight Rail before an order is placed, Transnet shall accept no liability for breach of this process.
- 4.4 Transnet Freight Rail shall inspect all equipment before dispatching the equipment to site.

5.0 General requirement

- 5.1 The Contractor must provide the suppliers and or manufacturers of his material and equipment with a copy of the equipment specification to ensure compliance.
- 5.2 The Contractor shall supply and install all material needed to complete the works, which shall be according to Transnet Freight Rail drawings, specifications and SABS.
- 5.3 The switchgear and controlgear shall be designed, manufactured and tested in accordance with IEC 622171-200..
- 5.4 The contractor shall commence work within the period specified in the schedule and the completion period shall be as indicate on the schedule.
- 5.5 The contractor shall submit copies of the tests report to the maintenance manager and the technical office of the project.
- 5.6 Work to be done under the cover of a work permit. All possible sources of supply are to be isolated and earthed.
- 5.7 The switching and earthing of the substation will be performed by an appointed Electrician from Transnet Freight rail with a Category A (Brown Licence) as per clause 302.2 BBF 3690.
- 5.8 The work permit shall be taken by the appointed Electrician according to Electrical safety instruction, section 8, clause 801.

5.9 The contractor will be liable for any damage caused by mismanagement or mishandling of the existing equipment on site.

5.10 Failure to comply with the specification will lead to the disqualification of the contractor.

6.0 Service condition

6.1 Atmospheric conditions

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

Altitude	0 to 1,8m above sea level
Ambient temperature	-5°C to +55°C
Relative humidity	10 % to 90%
Lightning Condition	Up to 20 ground flashes per square kilometre per annum
Pollution	Heavily salt laden or polluted with smoke from industrial sources

6.2 Electrical conditions

The nominal operational conditions are specified in clauses 1.3, 4.1 and 6.0 of Appendix 1.

7.3 Mechanical Condition

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

8.0 Security

8.1 It is the contractor's responsibility to safe guard and safely protect all equipment against possible theft or damage for the duration of the project.

8.2 Site rehabilitation

8.2.1 After completion of project the Contractor shall ensure that the site is clean and returned to its original state, any building damage shall be repaired.

8.2.2 All surplus and dismantled equipment and materials shall remain the property of Transnet Freight Rail and shall be transported to a Transnet Freight Rail designated site.

8.2.3 If there is oil spillage it shall be reported to Transnet Freight Rail and a detailed report on how the spillage occurred and the procedure of the removal of the oil from the soil shall be given to Transnet Freight Rail.

8.2.4 The oil spill shall be managed by a specialist contractor and on completion of the process to rehabilitate, the clearance certification will be submitted to Transnet Freight Rail for safekeeping.

9.0 Indoor Medium Voltage Metal Enclosed Switchgear and Control Gear

9.1 The successful tenderer shall supply and install indoor medium voltage metal enclosed switchgear and control gear in accordance with SANS 622171-200 and Transnet Freight Rail's specification BBB 4182.

- 9.2 The design of the equipment shall make provision for the safety of the persons concerned in the normal operation and maintenance of the equipment.
- 9.3 The equipment shall be capable to operate under full load and fault conditions.
- 9.4 It shall not be possible to manually operate the circuit breaker unless it is in the “service’ or “earthed’ position.
- 9.5 The switchgear and control gear shall be of the following:
 - Withdrawable vacuum interrupted switchgear and control gear.
 - Non-withdrawable SF6 gas insulated vacuum interrupted switchgear and control gear.

10.0 Medium Voltage cable

- 10.1 The successful contractor shall supply, install XLPE three phase 11kV cable from the distribution transformer to the indoor medium voltage metal enclosed switchgear and control gear.
- 10.2 The cable size should be of minimum size 95 mm² per core, and should be installed in accordance with SANS 1339.

11.0 Inspection

- 11.1 Arrangements must be made timeously via the “Technician on site” for the Technical Officer or Project Manager to inspect the progress of the work.

12.0 Safe working on Transnet freight rail sites

- 12.1 The Contractor or his sub-Contractor shall be required to work on site in accordance with Transnet freight rail’s safety specification E4E of April 1997 and the Occupational Health and Safety Act 85 of 1993.
- 12.2 The Contractor shall be required to work under direct supervision of Transnet freight rail’s depot personnel on site and shall work only in the area which shall be demarcated by suitable barriers.

13.0 Services and other things provided by the Employer

- 13.1 Transnet freight rail shall inspect all equipment before dispatching the equipment to site.
- 13.2 Transnet freight rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits where necessary.
- 13.3 The working hours must be from 07H30 to 16H00 Mondays to Fridays
- 13.4 Upon successful completion of the works to the satisfaction of Transnet freight rail, Transnet freight rail shall perform necessary protection tests and commission the equipment.

14.0 Commissioning of equipment

- 14.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.
- 14.2 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 14.3 The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period.

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

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

27 Temporary service, Affected Property & constraints on how the *Contractor* Provides the Service

27.1 Affected Property entry and security control, permits, and Affected Property regulations. The *Contractor* shall comply with the Employer's Affected Property entry and security control, permits and Affected Property regulations.

28 Restrictions to access on Affected Property, roads, walkways and barricades:

28.1 The *Contractor* is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Affected Property. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

28.2 The *Contractor* ensures safe passage of his team, to traffic and around the Affected Property working areas at all times which includes providing flagmen.

28.3 The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Affected Property and Service Areas does not obstruct the operations of Transnet Freight Rail (TFR). To this end, access routes are allocated and coordinated by the *Service Manager*.

28.4 The *Contractor* ensures that all his Service staff, labour, and Equipment remains within his allocated and fenced off working Area.

28.5 All *Contractor's* staff and labour working within the 13 fuel depot sites complies with Transnet Freight Rail (TFR) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

28.6 People restrictions on Affected Property; hours of work, conduct and records:

The *Contractor* keeps daily records of his people engaged on the Affected Property with access to such daily records available for inspection by the *Service Manager* at all reasonable times.

29. Procurement

29.1 Code of Conduct

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

- The Transnet Detailed Procurement Procedure (DPP);

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

This code of conduct has been included in this contract to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
- *Transnet's relationship with suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;

- Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence 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.

31. Conflicts of Interest

- *conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet.*
- Doing business with family members
- Having a financial interest in another company in our industry

32. The Contractor's Invoices

- When the *Service Manager* certifies payment (see TSC Clause 50) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- The invoice must correspond to the *Service Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

33. The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number
- The invoice contains the supporting detail
- For the attention of the Service Manager
- Invoices submitted by email are presented to:

Thabang.Tutubala@Transnet.net

For the attention of the Service Manager
The invoice is presented as an original.

PART 4: AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of the Affected Property.

1. Description of the Affected Property and its surroundings

1.1. General description

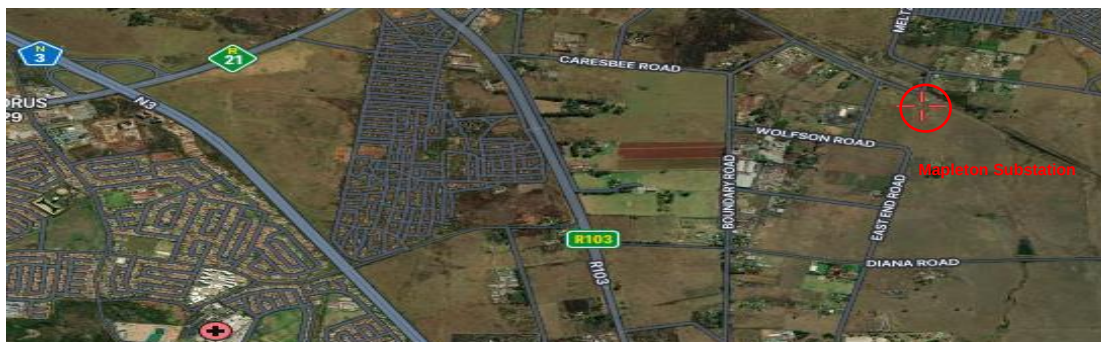
Mapleton Distribution Substation is located approximately 30 km from heidelberg depot using N3 route towards vosloorus. To access the substation one needs use N3 route then offramp using M43 toward Barry Marais Rd Vosloorus then turn left using M43, then at a cross turn right using R103 towards heidelberg, at the R103 cross turn left using M35 towards Elsburg, then turn right using Northern Rd. One needs to go straight using Northern Rd until they approach a Service road (Dirt Road) then they will see Mapleton Substation close to the level crossing.

Co-Ordinated: Latitude -26,34204 Longitude 28,25449

Satelite View:



Picture 1: Mapleton substation and surrounding Area



Picture 2: Substation location from Main Road (N3)

1.2. Existing buildings, structures, and plant & machinery on the Affected Property

The substation is located near a community and there is live stock (Cows, sheeps, horses, lamers and possibilities of snakes). At the substation there are bees and Wasps extra caution must be taken when working at the vicinity or they must be relocated to avoid harm. No unauthorised work shall commerce without Transnet personnel on site.

1.3. Subsoil information

N/A

1.4. Hidden services

Since the contractor will be working inside the substation it is recommended that only Authorised personnels are allowed to enter the premises since there are underground cables which must not be tampered with , without any approval or authority from TFR.

1.5. Other reports and publicly available information

The contractor should be on a look out for the level crossing height to avoid any damages to transnet property.
No hunting of animals is allowed



A Division of Transnet Limited

ENGINEERING & TECHNOLOGY TECHNOLOGY MANAGEMENT

SPECIFICATION

INDOOR, MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR AND CONTROL GEAR IN ACCORDANCE WITH IEC 62271-200

Author:	Engineering Technician Technology Management	L.N Makhathini
Approved:	Senior Engineer Technology Management	L.O. Borchard
Authorised:	Principal Engineer Technology Management	S.E Sibande
Date:		

Three handwritten signatures are shown, each on a horizontal line. The first signature is for L.N Makhathini, the second for L.O. Borchard, and the third for S.E Sibande.

30 August 2017

Circulation Restricted To:

Transnet Freight Rail
Transnet and Relevant Third Parties

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DOCUMENT HISTORY:**SPECIFICATION BBB 4182 INDOOR, MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR AND CONTROL GEAR IN ACCORDANCE WITH IEC 62271-200**

Dates Amended	Author	Amendments
03/03/2011	S P Rikhotso	From old specification to version 3
08/09/2014	L Makhathini	• Formatting • Added 11.1.3. Sensitive earth fault relay shall be installed for switchgear feeding transmission lines, as per appendix1. • Added 11.3.7. Auto-reclose relay shall be compulsory for switchgear feeding transmission lines. • Added 21.0. METAL ENCLOSURES (PANELS) • Added 21.1. Design • Added 21.2. Busbar • Removed 11.4 Bus bar frame leakage protection
24/07/2017	L Makhathini	• Added 11.1.2.The relay must be set in such a manner that when the breaker has operated two (2) times under fault condition (Hi-set over current and earth fault) within one (1) hour, the breaker would trip for the 3rd time and lockout, and the manual reset would be required. This would be considered for incomers and act as the secondary protection for transmission line panels where auto reclose function has been disabled. • Added 11.4.2.The sensor should not be triggered by any light such as sunlight, touch, bulb etc. except an arc. • Added 11.4.3.The sensor and its cabling must be placed in a way that in the event of vibration it does not fall into the chamber. • Added 11.4.4.A sensor using fibre optic may be used to eliminate the clearance concerns and to cover as much chamber space as possible.

1.0. SCOPE

- 1.1. This specification cover's TFR's requirements for the supply of indoor three phase medium voltage metal enclosed switchgear and controlgear.

2.0. STANDARDS AND PUBLICATIONS

The latest version of the following publications and standards are referred herein.

2.1. INTERNATIONAL ELECTROTECHNICAL COMMISSION (IEC)

(The * means, also SANS available)

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

2.2. SOUTH AFRICAN STANDARDS (SANS)

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

2.3. TRANSNET FREIGHT RAIL (TFR)

BBD 7524	Switching & Lightning Surges protection system for a low voltage equipment installed in substation.
BBD 8946	Testing, setting and operation of a rogowski coil.
CEE.0224	Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contracts.

3.0. APPENDICES

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

- 3.1. Appendix 1: "Schedule of requirements" - to be filled in by Transnet Freight Rail (Client).
 3.2. Appendix 2: "Technical Data Sheet" – to be furnish by tenders.
 3.3. Appendix 3: "Tests conducted on the switchgear"

4.0. TENDERING PROCEDURE

- 4.1. Tenderers shall indicate clause by clause compliance with this specification. This shall take the form of a separate document listings all the specification clause numbers the individual statement of compliance or non-compliance.
- 4.2. The tenderer shall motivate a statement of non-compliance.
- 4.3. Tenderers shall complete Appendix 2. "Technical Data Sheet".
- 4.4. Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 4.5. Failure to comply with clauses 4.1, 4.2, 4.3 and 4.4 could preclude a tender from consideration.

5.0. SERVICE CONDITIONS**5.1. ATMOSPHERIC CONDITIONS**

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

Altitude	: 0 to 1,8m above sea level
Ambient temperature	; -5°C to +55°C
Relative Humidity	: 10% to 90%
Lightning Conditions	: Up to 20 ground flashes per square kilometre per annum
Pollution	: Heavily salt laden or polluted with smoke from industrial sources

5.2. ELECTRICAL CONDITIONS

The nominal operational conditions are specified in clauses 1.3, 4.1 and 6.0 of Appendix 1.

5.3. MECHANICAL CONDITIONS

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

6.0. GENERAL REQUIREMENTS OF SWITCHGEAR AND CONTROLGEAR

- 6.1. The switchgear and controlgear shall be designed, manufactured and tested in accordance with IEC 622171-200.
- 6.2. The design of the equipment shall be make provision for the safety of the persons concerned in the normal operation and maintenance of the equipment.
- 6.3. The equipment shall be capable to operate under full load and fault conditions.
- 6.4. It shall not be possible to manually operate the circuit breaker unless it is in the "service" or "earthed" position.
- 6.5. The switchgear and controlgear shall be of the following:
 - Withdrawable vacuum interrupted switchgear and controlgear.
 - Non-withdrawable SF6 gas insulated vacuum interrupted switchgear and controlgear.

7.0. WITHDRAWABLE VACUUM INTERRUPTED SWITCHGEAR AND CONTROLGEAR

- 7.1. It shall not be possible to rack in the circuit breaker unless the truck is properly located in the correct position.
- 7.2. Position indication shall be provided to mechanically/manually indicate the position of the withdrawable circuit breakers, disconnectors and earthing devices, and fuse combinations, i.e. racked-in, racked-out (isolated), earthed, on/off. The indication shall be readily visible from the front of each panel.
- 7.3. Shutters from free fall design shall be provided to cover the "Busbar" and "Circuit" high-voltage sockets into which the contacts of the circuit breaker engages. These shutters shall automatically cover the sockets with a positive action when the switchgear is withdrawn.

- 7.4. Facilities of independently padlocking each shutter in the closed position shall be provided.
- 7.5. Busbar shutters shall be red (colour A11 in SANS 1091) and shall be clearly marked "Busbars".
The "Circuit"
- 7.6. The withdrawable circuit breaker shall be mounted on a transporting truck device, and fitted with wheels.
- 7.7. Flexible test rigs/cables shall be provided for testing the operation of the circuit breaker when fully withdrawn from the panels.

8.0. NON-WITHDRAWABLE SF6 GAS INSULATED VACCUM INTERRUPTED SWITCHGEAR AND CONTROLGEAR.

- 8.1. Live parts, switching functions and vacuum interrupters shall be housed in a completely sealed stainless steel tank.
- 8.2. The steel tanks shall be fitted with gas pressure densimeters provided with alarm contacts for low gas conditions. Low SF6 gas pressure for gas insulated vacuum interrupted switchgear shall trip the switchgear.
- 8.3. Position indication shall be provided to mechanically/manually indicate the position of the non-withdrawable circuit breakers, disconnectors and earthing switches and fuse combinations, i.e. on/off and earthed (isolated). The indication shall be readily visible from the front of each panel.
- 8.4. The sealed stainless tank, housing the live high voltage switching equipment shall be safe to touch.
- 8.5. All components doors giving direct access to high voltage equipment shall be mechanically and electrically interlocked so that the doors cannot be opened whilst the equipment is live.
- 8.6. A visible voltage detection system shall be supplied to verify safe isolation from supply during switching and maintenance operations.

9.0. SWITCHING DEVICES -: WITHDRAWABLE AND NON-WITHDRAWABLE

9.1. GENERAL

Switching device shall be ganged triple-pole construction.

- 9.1.1. Motors used for spring charging or other applications shall be protected by thermal overload and low voltage circuit protection.
- 9.1.2. Where motor driven operation is supplied, interlocking shall be provided to prevent three position switch-disconnectors from being switched from the closed position directly to the earthed position.
- 9.1.3. It shall be possible to manually charge the spring-operated mechanism.
- 9.1.4. A mechanical operated device shall indicate whether the spring is charged or free and this shall be visible without opening the operating cubicle doors.
- 9.1.5. The spring release coil shall be suitable for operation from the substation battery supply, which can vary from 80% to 120% of the stated nominal voltage.
- 9.1.6. It shall be possible to control the spring close/open mechanism from local/remote source depending on the position of the "local/remote" selector switch.
- 9.1.7. Tripping shall be by means of shunt trip coils.
- 9.1.8. A minimum of two normally open normally closed auxiliary contacts shall be provided on each switching device. The spare contacts shall be wired to a terminal strip in the panel. For withdrawable switchgear and controlgear auxiliary plugs and sockets shall be used.
- 9.1.9. Each individual switching device panel shall be fitted with "close" and "open" controls.
- 9.1.10. Where "close" and "open" pushbuttons protrude to the outside of the panel they shall be shrouded.

9.2. CIRCUIT BREAKER

- 9.2.1. The circuit breaker shall be designed, manufactured and tested in accordance with IEC 62271-100.
- 9.2.2. Only Vacuum interrupters shall be used.

- 9.2.3. Circuit breakers shall be equipped with trip-free closing mechanisms. An electrical manual closing mechanism shall be provided for maintenance purposes.
- 9.2.4. Presrting and chopping current shall be kept to a minimum. The tenderer shall give full details regarding these characteristics at the time of tendering.
- 9.2.5. The first pole clear factor shall be 1.5.
- 9.2.6. The making time shall not be greater than 100 milliseconds.
- 9.2.7. The breaking time shall not be greater than 40 milliseconds.
- 9.2.8. If a direct means of indicating contact wear and the necessity for replacement is not provided in withdrawable switchgear, a concise description of how this can be determined shall be provided on a label permanently fixed to the switchgear or switch panel.
- 9.2.9. Where remote pendant control system for the opening and closing of the circuit breaker is required, the design of the system shall be in conjunction with TFR staff.

9.3. FUSE-SWITCH COMBINATIONS

- 9.3.1. Fuse-switch combinations shall be designed, manufactured and tested in accordance with IEC 602271-105.
- 9.3.2. The switches shall be of the load break-fault make type.
- 9.3.3. Undervoltage releases shall not be fitted.
- 9.3.4. Fuse-switch combinations shall be fitted with striker pins for automatic tripping purposes.
- 9.3.5. High Rupturing Capacity (HRC) fuses used shall be in accordance with IEC 60282-1.

9.4. DISCONNECTORS (ISOLATORS) AND EARTHING SWITCHES

- 9.4.1. Disconnectors and earthing switches shall be designed, manufactured and tested in accordance with IEC 602271-102.
- 9.4.2. Earthing switches shall be of the fault make type.
- 9.4.3. The operation mechanism shall be positioned on the front of the panel and lockable in all switching positions.
- 9.4.4. The operation of the disconnectors shall be manually operated.
- 9.4.5. Reliable mechanical indication of these positions shall be visible from the front of the panel.
- 9.4.6. A notice with the following inscription shall be provided adjacent to the operating mechanism:-
“DO NOT OPERATE UNDER LOAD CONDITION”

10.0. PROTECTION SYSTEM

- 10.1. The protection relays shall be designed, manufactured and tested in accordance with IEC 60255-5.
- 10.2. The contractor shall be responsible for the design, supply and installation of the protection system. In the event of any discrepancies or disputes concerning the protection, Transnet freight Rail (TFR) reserves the right to final decision. TRF will provide the settings for the protection system.
- 10.3. The protection system shall be submitted to Transnet Freight Rail for approval.
- 10.4. Protection relays shall be supplied as specified in Appendix 1. (Protection schedule).
- 10.5. The protection relays shall be flush mounted and shall be contained in a dust-proof metal case. The degree of protection of the relay enclosure shall be IP 34 in accordance with IEC 60529.
- 10.6. The protection relays shall be capable of being reset without the necessity for opening the case.
- 10.7. It shall not be possible to operate any relay by hand to trip without opening the case.
- 10.8. The protection relays shall unless otherwise approved be provided with double contacts independent of each other, for controlling duplicate tripping circuits if necessary.
- 10.9. High speed tripping relays shall be self-latching and unless otherwise specified, the coil circuit shall be broken by self-contained contacts.

- 10.10. Relays used for master tripping shall be of the electromechanical type which can only be reset manually.
- 10.11. Protection relays used shall be continuously rated for the rated current setting.
- 10.12. The protection relays shall have reset flag indication on each element, save for fuse switch combination protective systems.
- 10.13. The relays shall have an additional set of normally open contacts for remote indication of the relay operation. These contacts shall be capable of handling 50W in the range of 24 to 110V DC, and shall be wired to a terminal strip at the back of the panel.
- 10.14. The protection settings of the relays shall be menu driven and it shall be possible to manually program the protection relays from the front of the panel and by means of computer equipment if required.
- 10.15. Suitable surge protection shall be provided across the relay supply voltage to protect the electronic relays from incoming voltage transients. The surge protection shall be in accordance with BBD 7524.
- 10.16. Where multi-function, micro-processor protection relays are supplied they shall provide protection, measuring, supervisory and basic control functions.
- 10.17. It shall be possible to configure the relays for applications specific for TRF protection systems.
- 10.18. The relays shall comply with IEC 61000-4 for electrostatic discharge tests.

USER INTERFACE

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

DATA COMMUNICATION

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

PROTECTION RELAYS FUNCTIONALITY

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

- 10.24. The protection relays shall function with one-Ampere or five-Ampere secondary (1:5) windings of current transformer or with Rogowski coil sensor in accordance with BBD 8946.
- 10.25. The relays shall be provided with self monitoring "watchdog" facilities. Automatic tests shall be performed on start up and on a cyclic self monitoring process. Both software and hardware shall be monitored for errors.
- 10.26. Access to the relay settings shall be password protected to prevent casual access to the relay control

11.0. PROTECTION RELAYS

11.1. OVERCURRENT AND EARTH FAULT RELAYS

- 11.1.1. Inverse Definite Minimum Time (I.D.M.T) overcurrent and earth fault relays shall be of the microprocessor protection type having adjustable operating settings for standard, very or extreme inverse current/time characteristics. The relays shall incorporate an adjustable high-set element for definite time operation.
- 11.1.2. The relay must be set in such a manner that when the breaker has operated two (2) times under fault condition (Hi-set over current and earth fault) within one (1) hour, the breaker would trip for the 3rd time and lockout, and the manual reset would be required. This would be considered for incomers and act as the secondary protection for transmission line panels where auto reclose function has been disabled.
- 11.1.3. Sensitive earth fault relays shall be of the microprocessor protection type and have a current setting of 0.5 percent – 8 percent and an operating time adjustable from 1-99 seconds.
- 11.1.4. Sensitive earth fault relay shall be installed for switchgear feeding transmission lines, as per appendix1.

11.2. DIFFERENTIAL PILOT WIRE FEEDER PROTECTION

- 11.2.1. Only those systems, which do not require the use of, screened pilot wires and which utilise current transformers with earthed secondary windings will be considered.

11.2.2. The relays incorporate for this system shall:-

- 11.2.2.1. Have minimum settings not exceeding 90 percent for phase faults and 40 percent for earth faults where 100 percent corresponds to rated secondary current.
- 11.2.2.2. Provide "instantaneous" tripping.
- 11.2.2.3. Be compensated for any inherent out-of-balance in the current transformer supplied and shall be automatically biased against tripping on through faults.
- 11.2.3. It shall be the responsibility of the tenderer to ensure that the transformer and relays supplied will match exactly the equipment installed at the other end of the cable to be protected and that the whole protection system will be stable on through-faults but will operate satisfactory on feeder faults.

11.3. AUTO_RECLOSE RELAY

- 11.3.1. This system shall consist of instantaneous and time lag over-current and earth fault relays and auto-reclosing relay.
- 11.3.2. After a preselected number of times if the fault remains the auto-reclosing relay will lock-out.
- 11.3.3. If the fault clears during the reclosing cycle the auto-reclosing relay shall reset to initial condition.
- 11.3.4. The relay shall be provided with the following functions:-
 - 11.3.4.1. The facility to select the number and sequence of the instantaneous and of the delayed trips which form the reclosing cycle, up to at least 4.
 - 11.3.4.2. Adjustable setting to set the duration of the time interval between the tripping and reclosing in the range 0-30 seconds.
 - 11.3.4.3. Adjustable setting to set the definite minimum time of the delayed tripping between 0-10 seconds.
- 11.3.5. The auto-reclosing system shall be provided with a non resettable cumulative operation counter.
- 11.3.6. The auto-reclosing system shall be inhibited in the event of a sensitive earth fault operation.
- 11.3.7. Auto-reclose relay shall be compulsory for switchgear feeding transmission lines.

11.4. ARC/FLASH PROTECTION

- 11.4.1. The system shall consist of an arc/flash sensor in Bas bar chamber, Cable chamber and Circuit breaker chamber.
- 11.4.2. The sensor should not be triggered by any light such as sunlight, touch, bulb etc. except an arc.
- 11.4.3. The sensor and its cabling must be placed in a way that in the event of vibration it does not fall into the chamber.
- 11.4.4. A sensor using fibre optic may be used to eliminate the clearance concerns and to cover as much chamber space as possible.
- 11.4.5. A master trip relay shall be incorporated in circuitry so that when energised by the operation of the arc protection relay it shall trip all the switching devices and inhibit them from being closed from remote until the manual resetting of the master trip relay.
- 11.4.6. The master trip relay shall be a mechanical latched relay with flags and manual reset.
- 11.4.7. Instantaneous earth fault protection to isolate only the faulty section of a sectionalised busbar panel.
- 11.4.8. This system shall consist of individual zone relays, which shall trip all switching devices in their respective zones to isolate the fault from all sources of supply.
- 11.4.9. The bus-section switching device shall be a separate zone.
- 11.4.10. Insulating material between zones and earth shall be high grade non-deteriorating and non-hygroscopic, at least 2mm thick cut to size and ready for installation.
- 11.4.11. The insulating material shall have an electric strength of not less than 4 kV when tested in accordance with IEC 60243-1 for 1 minute.
- 11.4.12. The insulating material required for the installation of the switchgear, shall be supplied with the switchgear panels.

11.5. TRANSFORMER PROTECTION

(3 phase, 2 winding power transformer)

11.5.1. OVER-CURRENT AND EARTH-FAULT PROTECTION

11.5.1.1. The relay shall consist of the following elements:-

- two extremely inverse definite minimum time lag over-current elements,
- two high set instantaneous over-current elements with low transient over each characteristic,
- one extremely inverse definite minimum time lag earth fault element.

11.5.2. RESTRICTED EARTH FAULT PROTECTION

11.5.2.1. The relay shall:-

- be of the high impedance instantaneous type,
- be fitted with low pass filter or be tuned to 50 Hz,
- stability on through fault shall be maintained up to the fault rating of the switchgear,
- sensitivity shall be equal to the rated current of the current transformer.

11.5.2.2. The successful tenderer shall supply the current transformer for installation in the neutral connection of the power transformer.

11.5.2.3. The insulation rating of the neutral current transformer shall be of withstanding the power frequency withstand test specified in IEC 60044-1 for electrical equipment with a rated insulation level for the highest voltage of 12kV.

11.5.2.4. The tenderer shall advise the maximum lead burden.

11.5.2.5. Should the current transformer be installed by others the Contractor shall be responsible for the correct operation of the restricted earth fault protection system.

11.5.3. BIASED DIFFERENTIAL PROTECTION

11.5.3.1. The relay shall:-

- have a high speed characteristic,
- be biased to provide stability during through faults,
- not be operated by normal magnetising inrush current.

11.5.3.2. Current transformer for the higher voltage winding of the power transformer will be installed by others but the tenderer shall advise the maximum lead burden.

11.5.4. OVER TEMPERATURE, GAS DETECTION AND OVERPRESSURE PROTECTION

11.5.4.1. Circuit breakers controlling transformers shall be provided with the instantaneous trip auxiliary relays with mechanical flags for indication purposes.

11.5.4.2. The relays for winding temperature shall trip and inhibit the reclosing of the circuit breaker until the winding temperature of the transformer has cooled down sufficiently for the relay to reset by itself.

11.5.4.3. The relays for the transformer Bucholz shall trip and inhibits the reclosing of the circuit breaker until Bucholz relay has been reset manually.

11.5.5. TANK - EARTH PROTECTION

11.5.5.1. The circuit breaker panel shall be provided with an instantaneous type relay.

11.5.5.2. The current transformer associated with the above relay for installation between the transformer tank and earth shall be supplied loose to Transnet Freight Rail when called for in APPENDIX 1.

12.0. INDICATING INSTRUMENTS

- 12.1. AI, indicating instruments shall be of the analogue type and shall comply with the requirements of IEC 60051.
- 12.2. All indicating instruments shall:-
- be flush-mounted and dustproof. The degree of protection shall be IP 34 in accordance with IEC 60529,
 - have a minimum a scale length of not less than 85mm,
 - have a minimum accuracy class of 2.5,
 - be marked with the ratios of the associated current and/or voltage transformers.
- 12.3. The ammeter full-scale deflection shall be the first standard value above the normal primary current rating of the associated current transformers.
- 12.4. Voltmeter full-scale deflection shall indicate nominal voltage at approximately 75 percent of the scale length and shall be marked with a red line.
- 12.5. Maximum demand ammeters shall be of the 15-minute thermal type and shall be integrated with the marking ammeters.

13.0. ENERGY METERS

- 13.1. Energy meters shall comply with the requirements specified in IEC62053-21.
- 13.2. Suitable surge protection shall be provided across the low voltage supplies for the energy meters in accordance with BBD7524 version 1.

14.0. CURRENT TRANSFORMERS

- 14.1. Current transformers shall be designed, manufactured in accordance with IEC 60044-1.
- 14.2. The current transformers shall have the following accuracies:-
- Indicating instruments : Class 3
 - Metering : Class 0.5
 - Protective systems : Class 10P
- 14.3. Ring type current transformers shall have separate insulation between live conductors of the main circuit and inner surface of the current transformers.

15.0. VOLTAGE TRANSFORMER

- 15.1. All voltage transformers shall be designed, manufactured and tested in accordance with IEC 60044-2.
- 15.2. Voltage transformer secondaries shall have the following minimum accuracy:
- Metering : Class 0.5
 - Indicating Instrument : Class 3
 - Protective systems : Class 6P
- 15.3. The secondary winding of the voltage transformer shall be provided with fuses.
- 15.4. Phase or neutral earthing of the secondary winding through a removable link shall be provided. No fuses or miniature circuit breaker shall be fitted in this connection to earth.
- 15.5. The burden shall be suitable for the connected load but shall not be less than 50VA per phase.

16.0. REMOTE CONTROL OF ELECTRICAL SWITCHGEAR

- 16.1. Remote control of electrical switchgear shall be equipped with circuits and wired up for the remote open and close operation and indication from the "Centralised Electrical Control Office".
- 16.2. The circuits shall include the following:-

- A minimum of one set of normally open (N/O) and normally closed (N/C) auxiliary contacts to indicate the “open” or “closed” condition of the switching device and for the closing and tripping operations.
- All remote circuits shall be wired to a terminal strip at the back of the panel.
- A selector switch on the front of the panel to select between “local” and “remote” operation.

17.0. CLOSING AND TRIPPING SUPPLIES

- 17.1. Battery voltage closing and tripping shall be utilised unless otherwise specified.
- 17.2. The battery and battery charging unit shall comply with requirements of Transnet Freight Rail's (TFR) specification No.CEE.0085.
- 17.3. The preferred battery supply voltage for the switchboard is 110V DC unless otherwise specified.
- 17.4. A battery undervoltage relay shall be provided. The relay shall be adjustable between 80% and 100% of the nominal battery supply voltage. Hysteresis adjustment shall be incorporated.
- 17.5. In the event of low voltage or no battery voltage, the battery undervoltage relay shall trip and inhibit the reclosing of all the circuit breakers.

18.0. TEST TERMINAL BLOCKS

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

19.0. CONTROL SWITCHES

- 19.1. All control switches shall be designed, manufactured and tested in accordance with IEC 60947-5-1.
- 19.2. Rotary pistol grip switches or push buttons shall be used on electrically operated switching devices and accidental trip or close of circuit should be prevented.
- 19.3. The electrical and mechanical endurance of the control switches shall be not less than 100 000 operations.
- 19.4. A remote dependent control switch (chicken switch) shall be incorporate on all parts, complete with 15m cable per substation.

20.0. MOULDED-CASE CIRCUIT BREAKERS

- 20.1. The moulded-case circuit breaker shall be designed, manufactured and tested in accordance with SANS 156.

21.0. METAL ENCLOSURES (PANELS)

21.1. DESIGN

- 21.1.1. The switchgear and controlgear panels shall be modular, free standing, metal clad, cubicle type with a minimum thickness of 2mm
- 21.1.2. All panels shall be so constructed to ensure interchangeability of all components of the same type between different panels.
- 21.1.3. The switchgear and controlgear panels shall be bolted together to form a continuous, self-supporting and self-contained switchgear and controlgear board of uniform appearance.
- 21.1.4. The switchboards shall be of the indoor, totally enclosed, floor mounted and fully extendable.
- 21.1.5. The switchboards shall be vermin proof.
- 21.1.6. All removable covers shall be secured by means of bolts and nuts. Nuts shall be either welded in position or secured by means of a mechanical fixing device. Self-tapping screws are not acceptable.

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- 21.1.7. Provision shall be made for lifting or slinging of each panel.
 - 21.1.8. The design of the panels shall allow easy access to current transformers and cable terminations. The removal and replacement shall be able to be carried out in situ.
 - 21.1.9. The high-voltage and low-voltage equipment shall be housed in separate compartments.
 - 21.1.10. Entry through barriers between cubicles shall be via purpose designed bushings.
 - 21.1.11. Degree of protection of persons against hazardous approach to live busbar shall be IP3X as recommended in IEC 60529.
 - 21.1.12. The panels shall be built to withstand internal faults. Upwards venting shall be provided for withdrawable switchgear.
 - 21.1.13. Vent outlets shall be suitably designed to prevent accidental inward opening.
 - 21.1.14. The rated insulation levels shall be in accordance with IEC 62271-200.
 - 21.1.15. Where panel doors are fitted, stops shall provided to prevent over swing when opening to prevent interference with adjacent panels. The panel doors shall be suitably reinforced to prevent distortion when open.
 - 21.1.16. Adequate openings between panels shall be provided for any interconnecting wiring.
 - 21.1.17. The openings shall have PVC grommets to protect the wiring from being damaged.
 - 21.1.18. Where two or more panels are bolted together they shall be bonded by a 25mm x 6mm copper busbar.
 - 21.1.19. All protection relays, indicating lights, indicating instruments, control switches and pushbuttons shall be visible without opening doors where fitted on the control panel.
 - 21.1.20. The low-voltage switchgear and controlgear shall be in accordance with IEC60947-5-1.
 - 21.1.21. Thermostatic controlled anti-condensation heaters shall be provided in the busbar and cable chambers.
 - 21.1.22. The wiring from the heater elements to terminals shall be high temperature insulation covered.

21.2. BUSBARS

- 21.2.1. All busbars shall be designed, manufactured, marked and tested in accordance with BS 159.
- 21.2.2. Busbars and droppers shall be made of copper and shall be of suitable cross sections with regard to temperature rise at the specified altitude and of sufficient mechanical strength for normal and fault conditions.
- 21.2.3. The busbars shall be fully encapsulated.
- 21.2.4. The busbars shall be contained in a separate compartment and shall be easily accessible.
- 21.2.5. There shall be no barriers down the busbar runs except on either side of the busbar section switch. Barriers shall not be used to provide mechanical support for busbars or connections.

22.0. LOW VOLTAGE WIRING

- 22.1. Low voltage wiring shall be a stranded copper conductor type and shall comply with SANS 1507.
 - 22.2. Wiring shall be:
 - Numbered at the terminals using white non-split, PVC ferrule type markers with black lettering,
 - Terminated by means of compression lugs or soldering on terminal blocks or strips,
 - The minimum size of 1.5mm² for instrument or control circuits and 2.5mm² for current transformer circuits,
 - Heat-resistant from heaters to terminals,
 - Suitably strapped and enclosed in flexible conduit when looping from panels to doors,
 - Continuous without joints.
 - All DC wiring colours should be grey
 - All AC wiring should be according to SANS 10142
 - 22.3. Current transformer star point on secondary windings shall be earthed in the immediate vicinity of the transformer as well as onto the main circuit earth.
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23.0. NAMEPLATES AND LABELS

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

24.0. PAINTING AND OTHER PROTECTIVE COATINGS

- 24.1. All equipment shall be power coated in accordance with specification SANS 1274.
- 24.2. The switchboard panels shall be painted light orange colour of B26 in accordance with SANS 1091.

25.0. TESTS

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

26.0. INSPECTION

- 26.1. Transnet Freight Rail (TFR) reserves the right to inspect the equipment at any stage during manufacture.

27.0. DRAWINGS AND INSTRUCTIONS

- 27.1. Drawings, instruction manuals and spares lists shall be supplied in accordance with TFR's specification CEE.0224.

28.0. TOOLS AND APPLIANCES

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

29.0. SPARES

- 29.1. The tenderer shall state whether a complete range of spares is held in stock by their local representatives for subsequent purchase by Transnet Freight Rail, as and when required.
- 29.2. A detailed description of each item including manufacturer's catalogue for maintenance purposes.
- 29.3. The spares list shall be divided into two parts, one covering items likely to be used in a 12-month period and those likely to be used in a 10-year period.

30.0. PACKING

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

31.0. TRAINING

- 31.1. In the event of training or training courses being required the contractor shall submit a training plan for approval by Transnet Freight Rail (TFR).
- 31.2. The cost of training shall be included in the tenderer.

END

SCHEDULE OF REQUIREMENTS

(To be completed by the Client) (Project Manager)

A. SWITCHGEAR AND CONTROLGEAR

Number of switching devices required :

System voltage nominal voltage :

Number of Phases :

Frequency (Hz) :

1.0. NEUTRAL EARTHING

1.1. Unearthed :

1.2. Solidly earthed :

1.3. Reactance earthed :

1.4. Resistance earthed :

2.0. BATTERY SUPPLY**2.1. CLOSING SUPPLY**

Rated voltage :

2.2. TRIPPING SUPPLY

Rated voltage :

3.0. BUSBARS

3.1. Rated nominal current :

3.2. Dimensions:

Width :

Thickness :

4.0. BUSBAR EARTING

Required; Yes/No

5.0. SPECIAL REQUIREMENTS FOR BUSBAR EARTHING

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6.0. REMOTE DEPENDANT CONTROL SYSTEM

APPENDIX 1**SCHEDULE OF REQUIREMENTS**

(To be completed by the Client) (Project Manager)

B. SWITCHING DEVICES

1.0. UNIT NUMBER. (Panel No.)	:	.....
Designation/ Drawing Number	:	.....
Circuit Breaker	:	.....
Fuse Switch combination	:	.....
Disconnecter	:	.....
Incoming or outgoing	:	.....
If outgoing- destination	:	.....
With-or-non-withdrawable	:	.....
Rated Nominal Current	:	.....
Rated Nominal circuit breaking current	:	.....
Rated short time withstand current for disconnector	:	.....
Type and size of cable	:	.....
Voltage Transformer ratio	:	.....

C. PROTECTION SCHEDULE

UNIT NUMBER. (Panel No.)	:	.....
1.0. OVERCURRENT		
Number of elements	:	.....
IDMT Curve	:	.....
IDMT Extremely Inverse	:	.....
High Set Instantaneous	:	.....
Definite Time	:	.....
2.0. EARTH FAULT		
Number of elements	:	.....
IDMT Inverse	:	.....
IDMT Extremely Inverse	:	.....
High Set Instantaneous	:	.....
Instantaneous	:	.....
Definite Time	:	.....
Sensitive Earth Fault	:	.....
3.0. AUTO RECLOSING	:	.....
4.0. DIFFERENTIAL PILOT WIRE	:	.....
5.0. TRANSFORMER		
Restricted Earth Fault	:	.....
Differential	:	.....
Tank Earth	:	.....
Gas Detection	:	.....
Over Pressure	:	.....

APPENDIX 1**SCHEDULE OF REQUIREMENTS**

(To be completed by the Client) (Project Manager)

TRANSFORMER (continues)

Winding Over Temperature :

Top Oil Temperature :

6.0. INTERTRIPPING :**7.0. OTHER** :**8.0. SPECIAL REQUIREMENTS**

.....

.....

.....

D. CURRENT TRANSFORMER**1.0. UNIT NUMBER (Panel No.)** :**1.1. Overcurrent and Earth Fault**

Ratio :

1.2. Accuracy

Limit Factor :

Class :

1.3. Differential

Pilot wire :

Feeder Ratio :

Class X :

1.4. FRAME LEAKAGE

Ratio :

Class of Accuracy :

Accuracy Limit Factor :

1.5. Transformer Restricted Earth Fault

Ratio :

Class of Accuracy :

Accuracy Limit Factor :

1.6. Transformer Differential Protection

Higher Voltage Winding Ratio :

Lower Voltage Winding Ratio :

Class of Accuracy :

Accuracy Limit Factor :

Tank Earth Protection

Ratio :

Class of Accuracy :

Accuracy limit Factor :

APPENDIX 1

SCHEDULE OF REQUIREMENTS

(To be completed by the Client) (Project Manager)

E. INSTRUMENT

1.0. UNIT NUMBER (Panel No.)	:	.....
Voltmeter	:	.....
Frequency Meter	:	.....
Ammeter	:	.....
Ammeter Maximum Demand	:	.....
Power Factor Meter	:	.....
kWH Meter (if required)	:	.....
Current Transformer Ratio	:	.....

2.0. SPECIAL REQUIREMENTS:

.....

.....

.....

APPENDIX 2**TECHNICAL DATAD SHEET**

(To be completed by Tenderers)

1.0. SWITCHGEAR AND CONTROLGEAR**GENERAL**

- 1.1. Makers' Name :
- 1.2. Designation Type :
- 1.3. Rated Voltage :
- 1.4. Rated Peak Withstand Current :
- 1.5. Rated Frequency :
- 1.6. Type of Insulating Medium :
- 1.7. Rated Insulation Level :

1.7.1. Impulse Withstand Voltage:

- a) To Earth and Between Phases :
- b) Across the isolating distance :

1.7.2. One Minute Power Frequency Withstand Voltage:

- a) To Earth and Between Phases :
- b) Across the isolating distance :

1.8. Degree of Protection

- a) For Covers :
- b) For Partitions :
- 1.9. Method of pressure relief :
- 1.10. Type Test Certificate No, and Name of Testing Authority:
.....

2.0. SWITCHING DEVICES**CIRCUIT BREAKER**

- 2.1. Interrupting Medium :
- 2.2. Rated Frequency :
- 2.3. Rated Normal Current :

2.4. Rated Short Circuit Breaking Current

- a) Root Mean Value (RMS) :
- b) Percent DC Component :
- 2.5. Rated Making Current :
- 2.6. Rated Duration of Short Circuit :
- 2.7. Rated Operating Sequence :

2.8. Operating Mechanism

- a) Type of Closing Mechanism :
- b) Rated Supply of Closing Mechanism :
- c) Current required :
- d) Rated Supply Voltage of Shunt Opening release :
- 2.9. Number and Type of spare auxiliary contacts :

APPENDIX 2**TECHNICAL DATAD SHEET** (continues)

(To be completed by Tenderers)

2.10. Type Test Certificate Number and name of Testing Authority:

.....

FUSE SWITCH COMBINATIONS

2.11. Rated Voltage :

2.12. Rated Insulation Level :

2.13. Rated Frequency :

2.14. Rated Normal Current :

2.15. Rated Short Circuit Breaking Current :

2.16. Rated Short Circuit Making Current :

2.17. Type Test Certificate Number and Name of Testing Authority:

.....

DISCONNECTORS (ISOLATORS) AND EARTHING SWITCHES

2.18. Rated Voltage :

2.19. Rated Insulation Level :

2.20. Rated Frequency :

2.21. Rated Normal Current (disconnectors only) :

2.22. Rated Short Time Withstand Current :

2.23. Rated Duration of Short Circuit :

2.24. Rated Peak Withstand Current :

2.25. Rated Short Circuit making Current (earthing switches only):

.....

2.26. Type Test Certificate Number and name of Testing Authority:

.....

3.0. BUSBARS

3.1. Size of Busbar ;

3.2. Type of Principal Insulation :

3.3. Rated Normal Current :

3.4. Rated Short Time Withstand Current :

3.5. Rated Short Circuit Duration :

4.0. BUSHINGS

4.1. Type Test Certificate Number and name of Testing Authority:

.....

5.0. HIGH VOLTAGE FUSES

5.1. Make of Fuse ;

5.2. Design type Number :

5.3. Nominal Current Rating :

5.4. Type Test Certificate Number and name of Testing Authority:

.....

APPENDIX 2**TECHNICAL DATAD SHEET** (continues)

(To be completed by Tenderers)

6.0. CURRENT TRANSFORMER

- 6.1. Make :
- 6.2. CT Ratio :
- 6.3. VA Rating :
- 6.4. Class of Accuracy :
- 6.5. Short Time Current and Duration :
- 6.6. Connection Type :
- 6.7. Method of Limiting Partial Discharge :
- 6.8. Maximum Partial Discharge :
- 6.9. Type Test Certificate Number and name of Testing Authority:

7.0. VOLTAGE TRANSFORMER

- 7.1. Make :
- 7.2. Class of Accuracy :
- 7.3. Output :
- 7.4. Method of Limiting Partial Discharge :
- 7.5. Maximum Partial Discharge :
- 7.6. Type Test Certificate Number and name of Testing Authority:

8.0. INDICATING INSTRUMENTS

- | | Accuracy | Scale length (mm) |
|---|----------|-------------------|
| 8.1. Voltmeter | | |
| 8.2. Ammeter | | |
| 8.3. Ammeter/Maximum Demand 15min | | |
| 8.4. Power Factor Meter | | |
| 8.5. Wattmeter | | |
| 8.6. Frequency Meter | | |
| 8.7. Ammeter Overload Rating and Duration | | |
- 8.8. Type Test Certificate Number and name of Testing Authority:

9.0. ENERGY METERS

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

10.0. SPARES

- 10.1. Range of Spares held in local stock:
- 10.2. Full description of items not held locally:

APPENDIX 3**TEST REQUIREMENTS****1.0. TYPE TESTS**

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

2.0. ROUTINE TESTS

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

3.0. FUNCTIONAL TESTS

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

APPENDIX 1**SCHEDULE OF REQUIREMENTS**

(To be completed by the Client) (Project Manager)

A. SWITCHGEAR AND CONTROLGEAR

Number of switching devices required 3

System voltage nominal voltage 10 kV

Number of Phases 3 phases

Frequency (Hz) 50 Hz

1.0. NEUTRAL EARTHING

1.1. Unearthed ☐

1.2. Solidly earthed Yes

1.3. Reactance earthed ☐

1.4. Resistance earthed ☐

2.0. BATTERY SUPPLY**2.1. CLOSING SUPPLY**

Rated voltage 110 V

2.2. TRIPPING SUPPLY

Rated voltage 110 V

3.0. BUSBARS

3.1. Rated nominal current 630 A

3.2. Dimensions:

Width

Thickness

4.0. BUSBAR EARTING

Required: ☒ Yes ☐ No

5.0. SPECIAL REQUIREMENTS FOR BUSBAR EARTHING

Earthing tools or trunk required for earthing

6.0. REMOTE DEPENDANT CONTROL SYSTEM

They must have local control and Remote Switch.

APPENDIX 1

SCHEDULE OF REQUIREMENTS

(To be completed by the Client) (Project Manager)

TRANSFORMER (continues)

Winding Over Temperature

N/A

N/A

N/A

Top Oil Temperature

N/A

N/A

N/A

6.0. INTERTRIPPING

Required

Required

Required

7.0. OTHER

110V DC undervoltage Relay

24V DC "

"

8.0. SPECIAL REQUIREMENTS

Intertipping is also required between the main incomer and the Primary CB (132kV), Protection relays on all panels feeding transmission lines shall be Argus Relay or similar with multifunction elements of protection

D. CURRENT TRANSFORMER

1.0. UNIT NUMBER (Panel No.)

1.1. Overcurrent and Earth Fault

Ratio

200/5

200/5

200/5

1.2. Accuracy

Limit Factor

10

10

10

Class

10P

10P

10P

1.3. Differential

Pilot wire

Required

Feeder Ratio

Primary (30/5)

(200/5) secondary

Class X

10P10

1.4. FRAME LEAKAGE

Ratio

Class of Accuracy

Accuracy Limit Factor

N/A

1.5. Transformer Restricted Earth Fault

Ratio

Class of Accuracy

Accuracy Limit Factor

N/A

1.6. Transformer Differential Protection

Higher Voltage Winding Ratio

Lower Voltage Winding Ratio

Class of Accuracy

Accuracy Limit Factor

N/A

Tank Earth Protection

Ratio

Class of Accuracy

Accuracy limit Factor

N/A