



Transnet Property

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY.

RFP NUMBER	: TP/2024/11/0005/84443/RFP
ISSUE DATE	: 03 DECEMBER 2024
COMPULSORY CLARIFICATION MEETING	: 11 DECEMBER 2024@ 10:00 am
VENUE	: AUSTEN STREET BEACONSFIELD KIMBERLEY 8301
CLOSING DATE	: 15th JANUARY 2025
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

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DESCRIPTION OF THE WORKS: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET 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	TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za , CIDB notification and the website 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 and Site Meeting will be conducted at: Coordinates: 28°45'52.8"S 24°46'37.5"E AUSTEN STREET BEACONSFIELD KIMBERLEY 8301 11 DECEMBER 2024 From 10:00am, 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.
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DESCRIPTION OF THE WORKS: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY

	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. 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	15 JANUARY 2025 @ 16h00 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);

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- 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 [clause 12 on **T2.2-22**], [**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 cancel the bid process.

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- 4.13. Transnet reserves the right to award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 4.14. Transnet reserves the right to split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 4.15. Transnet reserves the right to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 4.16. 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.*
- 4.17. 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.
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 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 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

C.1.4 The Employer's agent is: Senior Buyer

Name: Zothile Dilibo

Address: Transnet Property
Carlton Centre
150 Commissioner Street
Johannesburg
2001

Tel No.

E – mail Zothile.dilibo@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

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

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 **4EP or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

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

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

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

3. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60 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 below.

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

4. Stage Four - 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 Status Level of Contributor 1 or 2	10.00
+50% black youth owned Entities	10.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0.00

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with: ▪ Name of Tenderer: ▪ Contact person and details: ▪ The Tender Description: Test, Servicing, repairs and maintenance of substation, mini substations and associated equipment for a period of thirty – six (36) months for Transnet Property
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Documents must be marked for the attention of:
Employer's Agent: Zothile Dilibo

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

- C.2.15 The closing time for submission of tender offers is:
 Time: **16h00** on the **15 January 2025**
 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.

- 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 certificate in the correct designated grading;
 4. Proof of registration on the Central Supplier Database;
 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

- C3.11 The minimum threshold evaluation points for functionality is: **60**

The procedure for the evaluation of responsive tenders is Functionality, Preference Point System.

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

Functionality Criteria

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

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

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

- T2.2-03: Health and Safety Requirements
- T2.2-04: Qualification & CVs of Key Persons
- T2.2-05: Previous Experience
- T2.2-06: Method Statement
- T2.2-07: Availability of Equipment and Other Resources

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)) 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
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	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 Status Level of Contributor 1 or 2	10.00
+50% black youth owned Entities	10.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0.00

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
- B-BBEE Status Level of contributor 1 or 2 = (10) +50% black youth owned Entities = (10)	20
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 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.

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 pre-qualification and eligibility purposes:

- T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of Compulsory attendance of Clarification Meeting
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration of a 4EP or higher class of construction work

2.1.2 Stage Three: These schedules will be utilised for evaluation purposes:

- T2.2-03 **Evaluation Schedule:** Health and Safety Management
- T2.2-04 **Evaluation Schedule:** Qualification & CVs of Key Persons
- T2.2-05 **Evaluation Schedule:** Previous Company Experience
- T2.2-06 **Evaluation Schedule:** Approach Paper/Method statement
- T2.2-07 **Evaluation Schedule:** Availability of Resources and other Equipment

2.1.3 Stage Four as per Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals: Specific Goal:

- T2.2-08 Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1

2.1.4 Returnable Schedules:

General:

- T2.2-09 Authority to submit tender
- T2.2-10 Record of addenda to tender documents
- T2.2-11 Letter of Good Standing
- T2.2-12 Certificate of Acquaintance with Tender Document
- T2.2-13 Service Provider Integrity Pact
- T2.2-14 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-15 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

Agreement and Commitment by Tenderer:

T2.2-16 Non-Disclosure Agreement

T2.2-17 RFP Declaration Form

T2.2-18 RFP – Breach of Law

T2.2-19 Supplier Code of Conduct

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions

2.6 C2.2 Bill of Quantities

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented by: _____
(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

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 Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **4EP or Higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-03: Evaluation Schedule: Health and Safety Management

The tenderer must submit the following documents as a minimum with the tender submission:

Contract specific Health & Safety plan including the following:

Submission of Health and Safety Plan to demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information. Valid Letter/s of Good Standing with the Workmen's compensation fund (Letters of Good Standing from all members of a newly formed JV). Safety, Health & Environmental Company Policy signed by the accounting.

officer. Indicating as minimum the following mentioned key elements:

1. Health and Safety Policy
2. Hazard Identification and Risk Assessment
3. Incident Reporting and Investigation
4. Non-conformance and Action management
5. Emergency Preparedness and Response

The scoring of the Tender's Health and Safety criteria is as follows:

Total Points (20)	Scoring Guideline
(Score 0)	The Tenderer has submitted no information.
(Score 20)	1 of the 5 key elements are recognized and meet the Employer's requirements.
(Score 40)	2 of the 5 key elements are recognized and meet the Employer's requirement.
(Score 60)	3 of the 5 key elements are recognized and meet the Employer's requirement.
(Score 80)	4 of the 5 key elements are recognized and meet the Employer's requirement.
(Score 100)	ALL the 5 key elements are recognized and meet the Employer's requirement

Attached submissions to this schedule:

T2.2-04 Evaluation Schedule – Management and Key Staffing CV's

The Bidder must provide an organogram on company letterhead indicating the minimum five (5) key personnel identified for the project.

(Comprehensive CVs should be attached to this schedule. As a minimum each CV should address the following, but not limited to.

- i. Personal particulars name
- ii. Place (s) of tertiary education and dates associated therewith.
- iii. Professional awards
- iv. Proof of Electrical Trade certificates, Technician/Technologist (ECSA membership) or Engineer (ECSA membership) or
- v. relevant Specialist certification Name of current employer and position in enterprise
- vi. Overview of post graduate experience (year, organization and position)
- vii. Outline of recent assignments / experience that has a bearing on the Scope of Works

The scoring of the Management & CV's of Key Persons will be as follows:

Total Points (20)	Scoring Guideline
Score 0	No Electrical Trade test personnel and other relevant qualification and experience
Score 20	1 Electrical Trade test personnel and Technician/Technologist with (ECSA Pr Tech) or Engineer with (ECSA Pr Eng) or Specialist and experience
Score 40	2 Electrical Trade test personnel and 2 Technicians/Technologists with (ECSA Pr Tech) or Engineers with (ECSA Pr Eng) or Specialist and experience
Score 60	3 Electrical Trade test personnel and 3 of Technicians/Technologists with (ECSA Pr Tech) or Engineers with (ECSA Pr Eng) or Specialist and experience
Score 80	4 Electrical Trade test personnel and 4 of Technicians/Technologists with (ECSA Pr Tech) or Engineers with (ECSA Pr Eng) or Specialist and experience
Score 100	5 Electrical Trade test personnel and 5 of Technicians/Technologists with (ECSA Pr Tech) or Engineers with (ECSA Pr Eng) or Specialist and experience

Index of documentation attached to this schedule:

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Tender Number: TP/2024/11/0005/84443/RFP

Description of the Works: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY

T2.2-05 Evaluation Schedule – Company Previous Experience

Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and indicate their previous experience in testing, servicing, repairs and maintenance of substations, mini-substations, and associated equipment's and electrical networks.

Tenderers to supply proof of relevant experience through award letters, Purchase orders and Completion letters not older than 3 years from date of tender submission.

- (a) Award letters with employer's letter head for current ongoing contracts.
- (b) Completion letters/ Purchase order with employer's letter head for completed projects.

The scoring of the Management & CVs of Key Persons will be as follows:

Total Points (20)	Scoring Guideline
Score 0	No Previous Experience submitted/irrelevant experience submitted.
Score 20	1 Similar project complete WITH award letter/Purchase Order.
Score 40	2 Similar project complete WITH award letters/Purchase Orders.
Score 60	3 Similar project complete WITH award letters/Purchase Orders.
Score 80	4 Similar project complete WITH award letters/Purchase Orders.
Score 100	5 Similar project complete WITH award letters/Purchase Orders.

Index of documentation attached to this schedule:

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T2.2-06: Evaluation Schedule: Method Statement

Note to tenderers:

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

Highlight the implementation methodology of how work will be done, proposed approach in respect to getting spares, and repairs on a call out for Diesel Generator failures.

KEY ELEMENTS OF:

- 1. Health and safety (including PPE)
- 2. Quality assurance
- 3. Applicable Electrical Standards and regulations.
- 4. Turnaround time.
- 5. Business continuity during equipment downtime

Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below, and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an "acceptable" score should they not provide the information as required in this Returnable.

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

Total Points (20)	Scoring Guideline
Score 0	No submission or method statement does not refer to the repairs and installations of substations
Score 20	Method statement only covers 1 of the key elements on how the contractor will execute the repairs and installation
Score 40	Method statement only covers 2 of the key elements on how the contractor will execute the repairs and installation
Score 60	Method statement only covers 3 of the key elements on how the contractor will execute the repairs and installation
Score 80	Method statement only covers 4 of the key elements on how the contractor will execute the repairs and installation
Score 100	Method statement only covers ALL 5 of the key elements on how the contractor will execute the repairs and installation



T2.2-07: Availability of Resources and Other Equipment

Note to tenderers:

Tenderers to submit proof of the company vehicles ownership, specialized tools/equipment, or a signed rental agreement on a company letter head between the bidder/ rental company and proof of drivers Licenses. Indicating the number of vehicles:

- (a) Bakkies, Trucks, and Forklifts ownership under the company's name
- (b) Signed rental agreement between the bidder/company and the rental company for the above
- (c) Valid driver's licenses and permits for the various vehicles.

Resourcing & Equipment:

The Contractor indicates for each operation, a statement of how the Contractor plans to do the work identifying the principal Equipment and other resources which he plans to use. Resources & equipment are loaded against activities with their associated rates.

Progress Measurement & Tracking Sheets:

The Contractor provides draft progress tracking sheets indicating how he plans to monitor and track the works at assembly member & commodity level. Sheets to have work steps and weight factors which roll up to a summary report.

TOTAL POINTS:	
20	
Score 0	The tenderer has submitted no information.
Score 20	1 -Vehicles, specialised tools/equipment's ownership or signed rental agreement and proof of driver's licenses submitted
Score 40	2 Vehicles, specialised tools/equipment ownership or signed rental agreement and proof of driver's licenses submitted.
Score 60	3 Vehicles, specialised tools/equipment ownership or signed rental agreement and proof of drivers' licenses submitted sequence, methodology, resource allocations, critical success.
Score 80	4 Vehicles, specialised tools/equipment's ownership or signed rental agreement and proof of driver's licenses submitted
Score 100	5 or more Vehicles, specialized tools/equipment ownership or signed rental agreement and proof of drivers' licenses submitted sequence, methodology, resource allocations, critical success.

T2.2-08: 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
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution; and
 - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2 B-BBEE Level of contributor – Level 1 or Level 2 +50% Black Youth Owned Entities	20
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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

- 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.]
EME¹	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:

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 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	
-----	--	----	--

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 interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

- 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:

.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, 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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature:

Designation:

Date:

Commissioner of Oaths

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

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

Commissioner of Oaths

VENDOR REGISTRATION DOCUMENTS CHECKLIST

	Yes	No
1. Complete the "Supplier Code of Conduct" (SCC).		
2. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
3. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
4. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
5. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
6. A letter with the company's letterhead confirming both Physical and Postal address.		
7. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
8. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
9. Central Supplier Database (CSD) Summary Registration Report.		

T2.2-09: 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

Transnet Property

Tender Number: TP/2024/11/0005/84443/RFP

Description of the Works: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY

T2.2-10: 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		

T2.2-11 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:

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T2.2-12 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



Transnet Property

Tender Number: TP/2024/11/0005/84443/RFP

Description of the Works: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY

T2.2-13 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that they 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")



Transnet Property

Tender Number: TP/2024/11/0002/84140/RFP

Description of the Works: SUPPLY, RENTAL, REPAIRS, SERVICING AND TESTING OF STANDBY DIESEL GENERATORS ON AN AS AND WHEN REQUIRED BASIS FOR TRANSNET PROPERTY IN THE INLAND REGION (FREE STATE) FOR A PERIOD OF THIRTY – SIX (36) MONTHS

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

T2.2-14 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 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	
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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/infocreg/>, 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: _____

(Company)

Authorised signatory for and on behalf ofwho warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-15 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO			Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO	
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						

Transnet Property

Tender Number: TP/2024/11/0005/84443/RFP

Description of the Works: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY

3						
---	--	--	--	--	--	--

Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the

Transnet account be replaced if deemed not to be adding value for Transnet.

2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

2.3 The Service provider must provide a telephone number for customer service calls.

2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--



T2.2-16 NON-DISCLOSURE AGREEMENT

Note to tederers: 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.



- 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.



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

T2.2-18: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

T2.2-18: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

Tender Number: TP/2024/11/0005/84443/RFP

Description of the Works: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY

T2.2-19 NON-DISCLOSURE AGREEMENT

[..... 2020]

Tender Number: TP/2024/11/0005/84443/RFP

Description of the Works: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY

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

Tender Number: TP/2024/11/0005/84443/RFP

Description of the Works: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY

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.

Tender Number: TP/2024/11/0005/84443/RFP

Description of the Works: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY

- 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.

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

C1.1: Form of Offer & Acceptance

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

TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR NORTHERN CAPE TRANSNET PROPERTY

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
(In words)	

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

(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site 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 *Project Manager* (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 when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

TRANSNET PROPERTY
TENDER NUMBER: TP/2024/11/0005/84443/RFP
DESCRIPTION OF THE WORKS: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR NORTHERN CAPE TRANSNET PROPERTY

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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.

TRANSNET PROPERTY
TENDER NUMBER: TP/2024/11/0005/84443/RFP
DESCRIPTION OF THE WORKS: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR NORTHERN CAPE TRANSNET PROPERTY

	For the tenderer:	For the <i>Employer</i>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____

**Part 2: PRICING DATA FOR ELECTRICAL NETWORKS,
SUBSTATIONS AND MINI SUBSTATIONS REPAIRS,
SERVICING, TESTING AND CALIBRATION FOR
CERTIFICATION PURPOSES IN NORTHERN CAPE
PROVINCE**

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C2.1 Pricing instructions: Option B

1. The conditions of contract

1.1. How the contract prices work and assesses it for progress payments

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of - the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and - a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

DESCRIPTION OF THE WORKS: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR NORTHERN CAPE TRANSNET PROPERTY

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

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- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.3.1.

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

2.4.1.

C2.2 The *bill of quantities*

Item no.	Description	Unit	Quantity	Price Year 1	Price Year 2	Price Year3		
	Contractual requirements							
	Normal Working Hours Rates(07h00 to 17h00							
1.2	Ecsa Professional Engineering Technician/ Technologist	HR	1					
1.3	Ecsa Professional Engineer/Specialist	HR						
1.4	Master Electrician	HR						
1.5	Trade Tested Electrician	HR						
1.6	Non- Trade tested Electrician	HR						
1.7	Skilled Labour (Artisan)	HR						
1.8	General Labour	HR						
1.9	Health and safety Officer	HR						
1.10	Health and safety Rep	HR						
1.11	Safety file	EA						
	Saturday Hours Rates(07h00 to 17h00							
2.1	Ecsa Professional Engineering Technician/Technologist	HR						
2.2	Ecsa Professional Engineer/Specialist	HR						
2.3	Master Electrician	HR						
2.4	Trade Tested Electrician	HR						
2.5	Non- Trade tested Electrician	HR						
2.6	Skilled Labour (Artisan)	HR						
2.7	General Labour	HR						
2.8	Health and safety Officer	HR						
	Health and safety Rep	HR						
	Sunday and Public Hours Rates(07h00 to 17h00							
3.1	Ecsa Professional Engineering Technician/ Technologist	HR						
3.2	Ecsa Professional Engineer/Specialist	HR						



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DESCRIPTION OF THE WORKS: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR NORTHERN CAPE TRANSNET PROPERTY

3.3	Master Electrician	HR						
3.4	Trade Tested Electrician	HR						
3.5	Non- Trade tested Electrician	HR						
3.6	Skilled Labour (Artisan)	HR						
3.7	General Labour	HR						
3.8	Health and safety Officer	HR						
3.9	Health and safety Rep	HR						
	After Hours rates(17h00 to 06h00)							
4.1	Ecsa Professional Engineering Technician/Technologist	HR						
4.2	Ecsa Professional Engineer/Specialist	HR						
4.3	Master Electrician	HR						
4.4	Trade Tested Electrician	HR						
4.5	Non- Trade tested Electrician	HR						
4.6	Skilled Labour (Artisan)	HR						
4.7	General Labour	HR						
4.8	Health and safety Officer	HR						
4.9	Health and safety Rep	HR						
	Plant Hire and Special equipment							
5.1	Truck costs with crane(8Ton) complete with operator and full tank on an 8-hour day shift	day						
5.2	Cherry picker(15m High) with operator and full tank for an 8-hour day shift	day						
5.3	11Kv fault locator (Test Branch) on an 8-hour day shift	hour						
5.4	Underground cable locator (tracer)	hour						
5.5	Pressure tester	hour						
5.6	Excavator per day shift	day						
5.7	Jack Hammer per day shift	day						
	TRANSFORMERS							



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6.1	Regasketting the transformer:							
6.2	Cork Gasket(2mm)	M	1					
6.3	Cork Gasket(4mm)	M	1					
6.4	Cork Gasket(6mm)	M	1					
6.5	Cork Gasket(8mm)	M	1					
6.6	Cork Gasket(10mm)	M	1					
6.7	Top up transformer oil (virgin)	L	210					
6.8	Silicone Transformer Oil	L	210					
6.9	Sample and Test oil for PCB content	EA	1					
6.10	Purify the Oil if necessary	EA	1					
6.11	Bushings	Ea	4					
6.12	Silica Gel	Kg	5					
6.13	Transformer Silica Gel breathers (bottles)	Ea	1					
	CIRCUIT BREAKERS (Switch gears)							
7.1	Retrofit 6.6 KV Reyrolle bulk oil OCB"s to VCB"s including all VT"s and protection relays	each						
7.2	Retrofit 6.6 KV Vanossi Low oil content to VCB"s including all VT"s and protection relays	each						
7.3	Retrofit 6.6 KV GEC bulk oil OCB"s to VCB"s including all VT"s and protection relays	each						
7.4	Retrofit 11 KV Reyrolle bulk oil OCB"s to VCB"s including all VT"s and protection relays	each						
7.5	Retrofit 11 KV Vanossi Low oil content to VCB"s including all VT"s and protection relays	each						
7.6	Retrofit 11 KV GEC bulk oil OCB"s to VCB"s including all VT"s and protection relays	each						
7.7	Retrofit 11 KV Siemens bulk oil OCB"s to VCB"s including all VT"s and protection relays	each						

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7.8	Retrofit 11 KV Siemens Low oil OCB"s to VCB"s including all VT"s and protection relays	each						
7.9	11kv Isolator VCB operated	each						
7.10	Racking Spanner(Reyrolle)	each						
7.11	Racking Spanner(Vanossi)	each						
7.12	Racking Spanner(GEC)	each						
7.13	Racking Spanner(Siemens)	each						
7.14	Earthing Spanner (Reyrolle)	each						
7.15	Earthing Spanner (Vanossi)	each						
7.16	Earthing Spanner (GEC)	each						
7.17	Earthing Spanner (Siemens)	each						
7.18	Closing handles(Reyrolle)	each						
7.19	Closing handles(Vanossi)	each						
7.20	Closing handles(GEC)	each						
7.21	Closing handles(Siemens)	each						
7.22	Earthing devices(Reyrolle)	each						
7.23	Earthing devices(Vanossi)	each						
7.24	Earthing devices(GEC)	each						
7.25	Earthing devices(Siemens)	each						
7.26	Spring Charging Motors (110v)	each						
7.27	Spring charging motors (32v)	each						
7.28	Spring Charging Motors (110v)	each						
7.29	Spring charging motors (32v)	each						
	CURRENT AND VOLTAGE TRANSFORMERS							
8.1	11KV/110Volt voltage transformers complete	each						
8.2	2.2KV/110Volt voltage transformers complete	each						
8.3	6.6KV/110Volt voltage transformers	each						

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	complete							
	Current Transformers:							
9.1	METERING CT: Split Types(Class 0.5							
9.2	800/5 Per Set	each						
9.3	500/5 Per Set	each						
9.4	250/5 Per Set	each						
9.5	200/5 Per Set	each						
9.6	150/5 Per Set	each						
	LV FUSE CARRIERS							
10.1	3Phase 400A fuse carrier conversion to Circuit breakers	each						
10.2	3Phase 300A fuse carrier conversion to Circuit breakers	each						
10.3	3Phase 200A fuse carrier conversion to Circuit breaker	each						
10.4	3Phase 150A fuse carrier conversion to Circuit breaker	each						
10.5	3 Phase 120A fuse carrier conversion to Circuit breaker	each						
10.6	3Phase 100A fuse carrier conversion to Circuit breaker	each						
10.7	3Phase 80A fuse carrier conversion to Circuit breaker	each						
10.8	3Phase 60A fuse carrier conversion to Circuit breaker	each						
10.9	400A HRC FUSES(Side tag)	each						
10.10	300A HRC FUSES(Side tag)	each						
10.11	200A HRC FUSES(Side tag)	each						
10.12	150A HRC FUSES(Side tag)	each						
10.13	120A HRC FUSES(Side tag)	each						
10.14	100A HRC FUSES(Side tag)	each						
10.15	400A HRC FUSES(Centre tag)	each						
10.16	300A HRC FUSES(Centre tag)	each						
10.17	200A HRC FUSES(Centre tag)	each						
10.18	150A HRC FUSES(Centre tag)	each						
10.19	120A HRC FUSES(Centre tag)	each						
10.20	100A HRC FUSES(Centre tag)	each						

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	HT FUSES (11kv/6.6KV)							
11.1	OIL tight Striker Pin fuses(11kv)	each						
11.2	OIL tight Striker Pin fuses(6.6kv)	each						
11.3	OUTDOOR SURGE ARRESTORS (11KV)	each						
11.4	INDOOR SURGE ARRESTORS (11KV)	each						
	HT Cabling							
12.	6350 to 11000 volt PILAC / XLPE amoured multicore PVC insulated copper conductor/Aluminium and ABC							
12.1	From 25mm ² x 3 core to 35mm ² x 3 core m	M						
12.2	From 50mm ² x 3 core to 95mm ² x 3 core m	M						
12.3	120mm ² x 3 core m	M						
12.4	150mm ² x 3 core m	M						
12.5	185mm ² x 3 core m	M						
12.6	240mm ² x 3 core m	M						
12.7	300mm ² x 3 core m	M						
12.8	50 mm ² 3xcore <i>aluminium</i> conductors	M						
12.9	95 mm ² 3xcore <i>aluminium</i> conductors	M						
12.10	120 mm ² 3xcore <i>aluminium</i> conductors	M						
12.11	150 mm ² 3xcore <i>aluminium</i> conductors	M						
12.12	185 mm ² 3xcore <i>aluminium</i> conductors	M						
12.13	240 mm ² 3xcore <i>aluminium</i> conductors	M						

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12.14	300 mm ² 3xcore <i>aluminium</i> conductors	M						
12.15	150 mm ² 3xcore <i>abc</i> conductors	M						
12.16	185 mm ² 3xcore <i>abc</i> conductors	M						
12.17	240 mm ² 3xcore <i>abc</i> conductors	M						
12.18	300 mm ² 3xcore <i>abc</i> conductors	M						
	Cable Markings							
13.1	From 25mm ² x 3 core to 95mm ² x 3 core m	each						
13.2	From 120mm ² x 3 core to 185mm ² x 3 core m	each						
13.3	From 185mm ² x 3 core to 300mm ² x 3 core m	each						
13.4	50 mm ² to 120 mm ² 3xcore <i>aluminium</i> conductors	each						
13.5	150 mm ² to 300 mm ² 3xcore <i>aluminium</i> conductors	each						
	6350 to 11000 volt XLPE armoured cable epoxy jointing fit for:	each						
14.1	3 Core x 25mm ² copper to Aluminium	each						
14.2	3 Core x 35mm ² copper to Aluminium	each						
14.3	3 Core x 50mm ² copper to Aluminium	each						
14.4	3 Core x 70mm ² copper to Aluminium	each						
14.5	3 Core x 95mm ² copper to Aluminium	each						
14.6	3 Core x 120mm ² copper to Aluminium	each						
14.7	3 Core x 150mm ² cable copper to Aluminium	each						

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14.8	3 Core x 185mm ² copper to Aluminium	each						
14.9	3 Core x 240mm ² copper to Aluminium	each						
14.10	3 Core x 300mm ² copper to Aluminium	each						
	6350 to 11000 volt XLPE cable terminations complete with cable identification tag, gland, lugs, core identification markers, connections and commissioning.							
15.1	3 Core x 25mm ² cable	each						
15.2	3 Core x 35mm ² cable	each						
15.3	3 Core x 50mm ² cable	each						
15.4	3 Core x 70mm ² cable	each						
15.5	3 Core x 95mm ² cable	each						
15.6	3 Core x 120mm ² cable	each						
15.7	3 Core x 150mm ² cable	each						
15.8	3 Core x 185mm ² cable	each						
15.9	3 Core x 240mm ² cable	each						
15.10	3 Core x 300mm ² cable	each						
15.11	3 Core x 25mm ² aluminium conductor	each						
15.12	3 Core x 35mm ² aluminium conductor	each						
15.13	3 Core x 50mm ² aluminium conductor	each						
15.14	3 Core x 70mm ² aluminium conductor	each						
15.15	3 Core x 95mm ² aluminium conductor	each						
15.16	3 Core x 120mm ² aluminium conductor	each						
15.17	3 Core x 150mm ² aluminium conductor	each						
15.18	3 Core x 185mm ² aluminium conductor	each						

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15.19	3 Core x 240mm ² aluminium conductor	each						
15.20	3 Core x 300mm ² aluminium conductor	each						
15.21	120 mm ² Earth cable Aluminium Single core	Each						
	<u>LT CABLING</u> 400 to 1000 volt armoured multicore PVC insulated copper conductor /Aluminium and ABC.							
16.1	From 6mm ² x 2 core to 10mm ² x 4 core m	M						
16.2	From 16mm ² x 2 core to 35mm ² x 4 core m 50mm ² x 4 core to 95mm ² x 4 core m	M						
16.3	95mm ² x 4 core m	M						
16.4	120mm ² x 4 core m	M						
16.5	150mm ² x 4 core m	M						
16.6	185mm ² x 4 core m	M						
16.7	240mm ² x 4 core m	M						
16.8	300mm ² x 4 core m	M						
16.9	400mm ² x 4 core m	M						
16.10	50 mm ² 4xcore armoured aluminium cable	M						
16.11	95 mm ² 4xcore armoured aluminium cable	M						
16.12	120 mm ² 4xcore armoured aluminium cable	M						
16.13	150 mm ² 4xcore armoured aluminium cable	M						
16.14	300 mm ² 4 core armoured aluminium cable	M						

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16.15	25 mm ² LV(ABC) XLPE 3xcore + Neutral+Auxillary	M						
16.16	35 mm ² LV(ABC) XLPE 3xcore + Neutral+auxillary	M						
16.17	70 mm ² LV(ABC) XLPE 3xcore + Neutral+auxillary	M						
16.18	95 mm ² LV(ABC) XLPE 3xcore + Neutral+auxillary	M						
	Cable Markings							
17.1	From 6mm ² x 2 core to 50mm ² x 4 core m	each						
17.2	50mm ² x 4 core to 95mm ² x 4 core m	each						
17.3	120mm ² x 4 core to 185mm ² x 4 core m	each						
17.4	240mm ² x 4 core to 400mm ² x 4 core m	each						
17.5	50 mm ² to 120 mm ² 4xcore armoured aluminium cable	each						
17.6	120 mm ² to 300 mm ² 4xcore armoured aluminium cable	each						
	600 to 1000 volt PVC armoured cable epoxy jointing fit for:(Electrical cable 90%)							
18.1	4 Core x 25mm ² cable	each						
18.2	4 Core x 35mm ² cable	each						
18.3	4 Core x 50mm ² cable	each						
18.4	4 Core x 35mm ² cable	each						
18.5	4 Core x 70mm ² cable	each						
18.6	4 Core x 90mm ² cable	each						
18.7	4 Core x 120mm ² cable	each						
18.8	25mm ² 4 core copper to aluminium joint each	each						
18.9	35mm ² 4 core copper to aluminium joint each	each						



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18.10	50mm ² 4 core copper to aluminium joint each	each						
18.11	70mm ² 4 core copper to aluminium joint each	each						
18.12	95mm ² 4 core copper to aluminium joint each	each						
18.13	120mm ² 4 core copper to aluminium joint each	each						
18.14	185mm ² 4 core copper to aluminium joint each	each						
18.15	240mm ² 4 core copper to aluminium joint each	each						
18.16	300mm ² 4 core copper to aluminium joint each	each						
18.17	400mm ² 4 core copper to aluminium joint each	each						
	600 to 1000 volt cable terminations complete with cable identification tag, gland, lugs, core identification markers, connections							
19.1	From 16mm ² x 2 core to 35mm ² x 4 core	each						
19.2	50mm ² x 4 core	each						
19.3	70mm ² x 4 core	each						
19.4	95mm ² x 4 core	each						
19.5	120mm ² x 4 core	each						
19.6	150mm ² x 4 core	each						
19.7	185mm ² x 4 core	each						
19.8	240mm ² x 4 core	each						
19.9	300mm 4 core	each						
19.10	Trenching (1M)	M						
19.11	Concrete to secure cables(25Mpa)	Per M3						
19.12	Compacting	m						
19.13	Close Trench	m						

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	Batteries and Battery chargers							
20.1	supply 9x12v 50AH batteries	Each						
20.2	supply 9 x12v 32AH batteries	Each						
20.3	supply 1x 230v/250v 1 phase 50 Hz battery charger 110v dc 3A	Each						
20.4	supply 1x 230v/250v 1 phase 50 Hz battery charger 110v dc 5A	Each						
20.5	supply 1x 230v/250v 1 phase 50 Hz battery charger 110v dc 10A	Each						
20.6	supply 1x 230v/250v 1 phase 50 Hz battery charger 32v dc 5A	Each						
20.7	Batteries chargers stand(32V DC 5A)	EA						
20.8	Batteries chargers stand(110V DC 3A, 5A to 10A))	EA						
	Substation Accessories							
21.1	Earth Mat (11kv)	Ea						
21.2	Earth Spike(11Kv)	Ea						
22	<i>Material mark-up. A handling charge will be applicable as per specification item 14.4. Note: A copy or proof of purchase must be attached to the invoice from the Contractor.</i>	%		%	%	%		
23	Mark-Up on rented Plant	%		%	%	%		
	Travelling from Nearest central Points, reimbursed after 50Km distance : (Kimberley, DeAar or Upington for Northern Cape)							
24.3	Travelling for Northern Cape Province area above 50Km from Kimberly, Upington or De-Aar as the nearest central point	R/KM	1					

DESCRIPTION OF THE WORKS: TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR NORTHERN CAPE TRANSNET PROPERTY

	The total of the Prices (excluding VAT) :	R	R	R		
	Vat @ 15%	R	R	R		
	Total Price incl VAT	R	R	R		

C1.2 Contract Data

Part one - Data provided by the *Employer*.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced Contract with Bill of Quantity (BOQ)
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

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	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Property 150 Commissioner Street Carlton Centre Johannesburg, 2001
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	
	Tel	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	
	Tel No.	
	e-mail	
11.2(13)	The <i>works</i> are	TESTING, SERVICING, REPAIRS AND MAINTENANCE OF SUBSTATIONS, MINI-SUBSTATIONS, AND ASSOCIATED EQUIPMENTS AND ELECTRICAL NETWORKS FOR CERTIFICATION PURPOSES FOR A PERIOD OF THIRTY-SIX (36) MONTHS IN THE INLAND REGION (NORTHERN CAPE) FOR TRANSNET PROPERTY

11.2(14)	The following matters will be included in the Risk Register	1. Prolonged delivery time of long lead items 2. Diesel/Oil Spillages 3. Road Accident (i.e., Exposure due to traveling 4. Covid-19 Risk 5. Community unrest
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description of the Site and its surroundings"
11.2(19)	The Works Information is in	Part C3
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	3 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 January 2028 (<i>Estimated Date</i>)
30.1	The <i>access dates</i> are	Part of the Site 1 The whole of the site Date TBC
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	03 February 2025 (<i>Estimated date</i>)
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	

50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is	South African Rand.
51.2	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the Rand Merchant Bank of South Africa.

6 Compensation events

60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
		and these measurements: N/a
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Gauteng
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
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8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon

	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is The <i>Contractor</i> provides these additional Insurances	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended. 1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor

		4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000. 5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance (PCI) – Make Sure Risk Solutions.
9	Termination	See Additional Conditions of Contract Clause Z3

10	Data for main Option clause	
B	Priced contract with bill of quantity	No additional data is required for this Option.
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	Four (4) weeks
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Gauteng
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option

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X2.1	The <i>law</i> of the contract is:	The Republic of South Africa subject to the jurisdiction of the courts of South Africa
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R2 500 per day
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the prices (including VAT)
X16	Retention	
X16.1	The retention fee amount is:	Nil
	The x percentage is	10% on all payments certified.
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 The deductible of the relevant insurance policy
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 which are not listed on the Defects Certificate 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 excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	2 years after Completion of the whole of the works

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

Z1 **Additional clause relating to Performance Bonds and/or guarantees**

Z1.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.
-------------	--

Z2 Additional clauses relating to Joint Venture

Z2.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**

		iii. Identification of the roles and responsibilities of the constituents to provide the Works. • Financial requirements for the Joint Venture: iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
Z2.2		Insert additional core clause 27.6 27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
Z3	Additional obligations in respect of Termination	
Z3.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23)

Z3.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows:
Z3.3		Amend "A reason other than R1 – R21" to "A reason other than R1 – R23" Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z4	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z4.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> 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.

Z5	Additional Clause Relating to Collusion in the Construction Industry	
Z5.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z6	Protection of Personal Information Act	
Z6.1		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.
Z7	The First Assessment Interval	
Z7.1		In the event the <i>Contractor</i> is not loaded on the <i>Employers</i> data base, the <i>Project Manager</i> first assessment of the amount due will be done once the <i>Contractor</i> has been successfully loaded as a vendor on the <i>Employers</i> data base following submitting all valid updated documents. Therefore on NEC ECC Clause 50.1 the following text is removed in its entirety "and is no later than the assessment interval after the <i>starting date</i> "

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled T2.2-04.		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is	T2.2-7		
11.2(20)	Priced Contract and Bill of Quantity	C2.2		
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
41 in SCCC	The percentage for people overheads is:	%		
21 in SCCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SCCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SCCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate
63 in SCCC	The percentage for design overheads is	%		

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63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

Functionality Criteria (Threshold 60%)

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

Quality Criteria	Sub-Criteria	Sub-Criteria Scores Allocation	Maximum number of points
T2.2.03 Health and Safety Management	The tenderer must submit the following documents as a minimum with the tender submission: Submission of Health and Safety Plan to demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information. Valid Letter/s of Good Standing with the Workmen's compensation fund (Letters of Good Standing from all members of a newly formed JV). Safety, Health & Environmental Company Policy signed by the accounting officer. Indicating as minimum the following mentioned key elements: 1. Health and Safety Policy 2. Hazard Identification and Risk Assessment 3. Incident Reporting and Investigation 4. Non-conformance and Action management 5. Emergency Preparedness and Response		
	The Tenderer has submitted no information or inadequate information to determine a score.	0	20
	1 of the 5 key policy components are recognized and meet the Employer's requirement.	20	
	2 of the 5 key policy components are recognized and meet the Employer's requirement.	40	

	3 of the 5 key policy components are recognized and meet the Employer's requirement.	60	
	4 of the 5 key policy components are recognized and meet the Employer's requirement.	80	
	ALL of the 5 key policy components are recognized and meet the Employer's requirement.	100	
T2.2-04 Management and Key staffing CV's	Names & Number of personnel required to execute the project. Electricians/Technicians/Engineers/Specialists competency submissions, (Submit CV's and Qualifications related to the project with contactable references). Comprehensive CVs should be attached to this schedule. As a minimum each CV should address the following, but not limited to. i. Personal particulars name ii. Place (s) of tertiary education and dates associated therewith. iii. Professional awards iv. Proof of Electrical Trade certificates, Technician/Technologist (ECSA membership) or Engineer (ECSA membership) or v. relevant Specialist certification Name of current employer and position in enterprise vi. Overview of post graduate experience (year, organization and position) vii. Outline of recent assignments / experience that has a bearing on the Scope of Works		20
	• No Electrical Trade test personnel and other relevant qualification and experience	0	
	• 1 Electrical Trade test personnel and Technician/Technologist with (ECSA Pr Tech) or Engineer with (ECSA Pr Eng) or Specialist and experience	20	
	• 2 Electrical Trade test personnel and 2 Technicians/Technologists with (ECSA Pr Tech) or Engineers with (ECSA Pr Eng) or Specialist and experience	40	

	3 Electrical Trade test personnel and 3 of Technicians/Technologists with (ECSA Pr Tech) or Engineers with (ECSA Pr Eng) or Specialist and experience	60	
	4 Electrical Trade test personnel and 4 of Technicians/Technologists with (ECSA Pr Tech) or Engineers with (ECSA Pr Eng) or Specialist and experience	80	
	5 Electrical Trade test personnel and 5 of Technicians/Technologists with (ECSA Pr Tech) or Engineers with (ECSA Pr Eng) or Specialist and experience	100	
T2.2-05 Previous Company Experience	Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and indicate their previous experience in testing, servicing, repairs and maintenance of substations, mini-substations, and associated equipment's and electrical networks. Tenderers to supply proof of relevant experience through award letters, Purchase orders and Completion letters not older than 3 years from date of tender submission. (a) Award letters with employer's letter head for current ongoing contracts. (b) Completion letters/ Purchase order with employer's letter head for completed projects.		20
	No Previous Experience submitted/irrelevant experience submitted.	0	
	1 Similar project complete WITH award letter/Purchase Order.	20	
	2 Similar project complete WITH award letters/Purchase Orders.	40	
	3 Similar project complete WITH award letters/Purchase Orders.	60	
	4 Similar project complete WITH award letters/Purchase Orders.	80	
	5 and more Similar project complete WITH award letters/Purchase Orders.	100	
T2.2.06	Tenderers are to submit a project specific Method Statement highlighting the implementation methodology of how work will		

Method Statement	be done and approaches in respect to a specific call - out, proposed approach in respect to the:		20
	Electrical repairs, and installation at Substations (11kv/6.6Kv). Key elements of: 1. Health and safety (including PPE) 2. Quality assurance 3. Applicable Electrical Standards and regulations. 4. Turnaround time. 5. Business continuity during equipment downtime		
	No submission or method statement does not refer to the repairs and installations of substations	0	
	Method statement only covers 1 of the key elements on how the contractor will execute the repairs and installation	20	
	Method statement only covers 2 of the key elements on how the contractor will execute the repairs and installation	40	
	Method statement only covers 3 of the key elements on how the contractor will execute the repairs and installation	60	
	Method statement only covers 4 of the key elements on how the contractor will execute the repairs and installation	80	
	Method statement only covers ALL 5 of the key elements on how the contractor will execute the repairs and installation	100	
T2.2.07 Resource Availability and other Equipment	Tenderers to submit proof of the company vehicles ownership, specialized tools/equipment, or a signed rental agreement on a company letter head between the bidder/ rental company and proof of drivers Licenses. Indicating the number of vehicles: (a) Bakkies, Trucks, and Forklifts ownership under the company's name (b) Signed rental agreement between the bidder/company and the rental company for the above (c) Valid driver's licenses and permits for the various vehicles		
	The tenderer has submitted no information.	0	20
	1 -Vehicles, specialised tools/equipment's ownership or signed rental agreement and proof of driver's licenses submitted	20	
	2 Vehicles, specialised tools/equipment ownership or signed rental agreement and proof of driver's licenses submitted.	40	

	3 Vehicles, specialised tools/equipment ownership or signed rental agreement and proof of drivers' licenses submitted sequence, methodology, resource allocations, critical success.	60	
	4 Vehicles, specialised tools/equipment's ownership or signed rental agreement and proof of driver's licenses submitted	80	
	5 or more Vehicles, specialized tools/equipment ownership or signed rental agreement and proof of drivers' licenses submitted sequence, methodology, resource allocations, critical success.	100	
			100



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Contract Number:

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PART C3: SCOPE OF WORK

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	<i>Employer's Works Information</i>	51
C3.2	<i>Contractor's Works</i>	1
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SECTION 1

1 Description of the works

1.1 Executive overview

This specification covers the Testing, Servicing, repairs and Maintenance of Mini-substation, Substations and associated equipment's and electrical networks for certification purposes for a 3 years in Northern Cape province and any other work arising out of or incidental to the above or required of the *Contractor* for the proper completion of the *Works* in accordance with the true meaning and intent of the contract.

The *works* that the *Contractor* is to perform *involve* the following:

- ***Refurbishment of Switchgears and associated auxiliary equipment***
- ***Testing of Transformers and transformers oils for certification purposes***
- ***Repairs and upgrades of Panels***
- ***Supply, conversions and replacements of electrical cables to aluminum cables***
- ***Conversions from Fuse Carriers to Circuit breakers***

1.2 {Employer's objectives

It is the objective of the *Employer* to achieve completion of the above *works* as soon as possible whilst still maintaining the highest quality and safety standards.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority



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BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DGN	
DWG	Drawings
EDMS	
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications



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PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
PCB	Polychlorinated biphenyls
QA	Quality Assurance
R&D	Research and Development
RMU	Ring Main Unit
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee
.....TRU.	Terminal Remote Unit.....
..... BTU	 Battery Terminal Unit



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2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The *Employer's* design for the *works* is:

- *Works Information*
- *Technical specifications*
- *Relevant BOQ*
- *Existing reticulation diagrams*

2.2 Parts of the *works* which the *Contractor* is to design

2.2.1 Transformer works

The transformers offered in terms of this specification shall comply with the requirements as set out in the detailed specification as well as the relevant sections of SANS 780:2004. Transformers within Transnet networks ranges from 11kv/6.6Kv/2.2Kv/400V operating levels and are oil operated. PCB as a prohibited chemical is a component of the works to be carried out by the contractor. Sampling and testing of oil through an accredited service provider is part of verification to certify the transformers as being PCB (Polychlorinated biphenyls) free, it is expected that the contractor should be able to execute this:

- : Sampling and testing of Transformer oil
- : Purification of PCB positive oil
- : Certifying the oil to be PCB free
- : Supply test results/certificates for the PCB levels of Transformer oils



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: Regular consumables are required to be supplied by the contractor at regular basis include:

- Silica gels
- Transformer oils

The following make up a list of Transformers within Transnet:

<i>Transformer Brand</i>	<i>Transformer Size</i>	<i>Voltage Rating</i>	<i>Oil Level Capacity</i>
Bonar Long NTC	500 Kva	11000V/400V	750 L
ASEA Electric South Africa	500 Kva	11000v/400V	511L
Bonar Long NTC	500 Kva	11000V/400V	650 L
Bonar Long NTC	1250 Kva	11000V/400 V	1280 L
Bonar Long NTC	500 Kva	11000V/400 V	650 L
Bonar Long NTC	800 Kva	11000V/400V	820 L



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Bonar Long NTC	800 Kva	11000V/400V	980 L
Bonar Long NTC	1250 Kva	11000V/400V	1350 L
Bonar Long NTC	500 Kva	11000V/6600V	815L
Bonar Long NTC	750 Kva	11000V/6600V	950 L
Walker Siddeley Africa	1000Kva	11Kv/6.6Kv	971 L
Industralelec	1250 Kva	11Kv/6.6Kv	1470 L
Industralelec	1250 Kva	11Kv/6.6Kv	1950L
Walker Siddeley Africa	500 Kva	11 Kv/6.6 Kv	660 L
Desta	1000Kva	11Kv/400V	Unknown
Alstom	500Kva	11Kv/400v	Unknown
SA Vereeniging Transformers	500Kva	11Kv/400V	Unknown
BL NTC	500Kva	11kv/400v	Unknown
Tranarmco	800Kva	11Kv/400v	Unknown
BRUSH	500Kva	11Kv/400V	Unknown
GEC	630Kva	11Kv/400V	Unknown
GEC	400kVA	11Kv/400V	Unknown



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Cawse & Malcolm Electrica	1260kVA	11Kv/400V	Unknown
Power Engineers (Pty) Ltd	500Kva	11Kv/400V	Unknown
Unknown	150Kva	2.2Kv/400V	Unknown
BT Distribution Transformers	400Kva	11Kv/400V	Unknown
BT Distribution Transformers	630Kva	11Kv/400V	Unknown

2.2.2 TRANSFORMERS AUXILLARY EQUIPMENTS

The required auxiliary equipment to be included are specified in the detailed specification.

2.2.2.1. Oil Level Gauges

Oil level gauges shall be flush mounted with the gauge glass (of plastic material) securely attached to the tank throughout its length by means of a metal shroud. The oil in the gauge will not be in contact with the air outside the tank.

2.2.2.2. Air Breather

Silica gel air breathers shall have a window for inspection of the condition of the silica gel and oil cup or other device to prevent continuous contact of the silica gel with the air outside the transformer.

2.2.2.3. Buchholz Relays

Buchholz relays shall be of the double float or bucket type and shall be of approved manufacture.



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The gas release cock for the relay shall be placed within easy reach from ground level and connected to the relay by small-bore non-ferrous tubing. The sight window of the relay will be clearly visible from ground level.

The Buchholz relays will be equipped with a set of alarm and trip contacts.

2.2.2.4. Dual-type Thermometers

Dual-type thermometers will be graduated in °C for registering "top oil" temperatures. The instrument will be provided with resettable maximum-temperature indicator and a pair of adjustable alarm contacts that can be set to close at a predetermined temperature. An additional set of adjustable contacts will be provided for tripping purposes. All thermistors or other temperature sensors will be installed in oil pockets. Unused thermometer pockets will be fitted with a captive screw cap.

2.2.2.5 Pressure Relief Device

A pressure relief device is not required.

2.2.2.6 Oil Filling Point

A point must be provided to fill the oil level up. The point must be of the screw type and be sealed to prevent air intake when not in use.

2.2.2.7 Oil Drain Point

A drain point must be provided to drain the oil from the transformer tank. A shut-off valve must be installed at the drain point. The drain point must be sealed with a screw type cover when not in use.

2.2.2.8 Alarm and Trip Contacts

All alarm contact will be capable of breaking up to 20W DC, inductive, at the specified alarm and tripping voltages.

All contacts will be capable of making and carrying for 0.5 sec, a current corresponding to 150 watts at the specified alarm and tripping voltage.

All auxiliary relays associated with tripping shall be DC operated and suitable for the specified alarm and tripping currents.

2.2.3. 11kv Switchgears and RMU

The following standards may be used as a guide but must not be regarded as a complete list.

SANS 62271-1:High-voltage switchgear and controlgear Part 1: Common specifications for alternating current switchgear and controlgear

SANS 62271-200:High-voltage switchgear and controlgear Part 200: AC metal-enclosed switchgear and controlgear for rated voltages above 1 kV and up to and including 52 kV

SANS 62271-103:High-voltage switchgear and controlgear Part 103: Switches for rated voltages above 1 kV up to and including 52 kV

SANS 62271-100:High-voltage switchgear and controlgear Part 100: Alternating-current circuit-breakers



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SANS 62271-102:High-voltage switchgear and controlgear Part 102: Alternating current disconnectors and earthing switches

SANS 62271-105:High-voltage switchgear and controlgear Part 105: Alternating current switch-fuse combinations for rated voltages above 1 kV up to and including 52 kV

SANS 62271-107:High-voltage switchgear and controlgear Part 107: Alternating current fused circuit-switchers for rated voltages above 1 kV up to and including 52 kV

SANS 62271-206:High-voltage switchgear and controlgear Part 206: Voltage presence indicating systems

The conditions and state of this Switchgears are unconfirmed, and the following are a list of services and repairs required :

- Retrofit 6.6 KV Reyrolle bulk oil OCB"s to VCB"s including all VT"s and protection relays
- Retrofit 6.6 KV Vanossi Low oil content to VCB"s including all VT"s and protection relays
- Retrofit 6.6 KV GEC bulk oil OCB" s to VCB"s including all VT"s and protection relays
- Supply 11KV/110Volt voltage transformers complete
- Supply 2.2KV/110Volt voltage transformers complete
- Retrofitting of HT Bus-couplers

2.2.3.1. Circuit breaking features

The circuit breaker contacts shall ensure rapid and consistent extinction of the arc with a minimum release of arc energy under all loading and fault conditions and a low power factor.

The arcing contacts shall be tipped or coated with an erosion resistant material, preferably a tungsten alloy.

The main contacts shall be self-aligning with a high contact pressure and a self-cleaning action.

2.2.3.1.1 Busbar and circuit shutters

Protective shutters, which automatically cover the contacts of the fixed portion of the switchgear when the circuit breaker is withdrawn to the isolation position, shall be provided.

The busbar orifices shall be provided with automatic separate shutters.



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Facilities shall be provided for padlocking the shutters in the closed position.

All shutters shall close automatically after being opened by hand and it shall not be possible for the shutters or shutter operating links to be jammed by the circuit breaker.

Shutters shall be painted and designated as follows:

(a) Busbar shutters

The word "BUSBAR" in black lettering on a red background.

- Circuit shutters

The word CABLE in black lettering on a yellow background.

- Earthing shutters

The word "EARTH" in black lettering on a green background.

- Lettering shall be a minimum of 40 mm high.

2.2.3.1.2 Interlocks

The switchgear shall be mechanically interlocked in accordance with SANS 62271 and all interlocks shall be robust and shall not distort or jam in the event of an incorrect operation. The minimum safety features provided shall prevent the following actions:

- (a) A closed circuit breaker from being withdrawn from or inserted into the isolating contacts. The circuit breaker shall trip if an attempt is made to do so.
- (b) The closing of the circuit breaker except when it is correctly located and fully racked in the "service" or "earthing" positions or in the fully lowered position. It must, however, be possible to close the circuit breaker when it is fully withdrawn from the cubicle.
- (c) The lowering of the tank of circuit breakers unless the circuit breaker is fully withdrawn and the racking-in of the circuit breaker unless the tank is securely bolted in position.
- (d) The circuit breaker from being closed when the secondary circuits are not fully engaged. It shall also not be possible to remove the secondary circuit plugs unless the circuit breaker contacts are fully open.
- (e) Electrical tripping of the circuit breaker when the circuit breaker is in the earthed position. Padlocking facilities shall also be provided to lock off the mechanical trip lever on the breaker mechanism.
- (f) The integral earthing switch (where applicable) from closing unless the circuit breaker is in the correct earth position. It must not be possible to close the earth switch onto live busbars.

2.2.3.1.3 Secondary isolating contacts

The connections in the secondary circuit between the fixed and moving portions of the equipment shall be by means of self-aligning contacts. Robust guide pins or other approved guides shall engage before the contacts.



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Circuit breaker auxiliary contracts for functions common to the various panel type specified, shall be wired to secondary isolating contacts in the same relative position on all panel types specified.

The secondary isolating contacts must be so arranged that when the circuit breaker is in the lowered or racked down position the secondary isolating contacts can still be made without the addition of separate jumper equipment.

2.2.3.1.4 Position stops

Immediately prior to racking in, positive stops shall be engaged to locate the circuit breaker in the 304

correct position relative to the busbar selection guides or other approved means shall be provided to ensure accurate entry into the guides.

A positive stop shall be provided to ensure correct location without danger of "over-run" in the "racked in" position.

2.2.3.1.5 Earthing

Integral earthing facilities shall be provided.

Integral earthing facilities through the circuit breaker are preferred, but separate earthing devices or earthing switches mounted on separate trucks are acceptable.

Where separate earthing devices or earthing trucks are supplied, the gear shall be suitable for use on all the circuit breakers in a switchboard and shall also be suitable for earthing either the busbar or the cables. A full set of earthing devices or earthing trucks shall be supplied for each switchboard.

Earthing equipment shall have a making capacity and a rated short-time withstand current (Ik) equal to the rest of the switchboard.

2.2.3.1.6 Capacities and Fault Levels

The complete primary circuit (CB's, busbars, etc.) shall be capable of withstanding the rated short time withstand current.

The circuit breakers shall have continuous current ratings as specified in the Detail Technical Specification.

There shall be no audible corona discharge under working conditions. These requirements shall be taken to be complied with only if the audible corona extinction voltage is less than 9 kV to earth or 14 kV between phases.

Compliance may be conceded if it can be shown that any discharge below the specified levels takes place at points remote from all dielectric materials, and cannot cause their deterioration.

The switchgear shall have an assigned impulse rating of not less than 95 kV at sea level, supported by recent test certificates proving successful testing, using a standard 1/50 micro-second voltage wave, on identical units manufactured in the factory from which an order would be executed.

Circuit breaker tanks and top plates shall be capable of withstanding, without permanent distortion, a hydraulic pressure of 700kPa for 1 minute, unless a lower pressure is approved after reference to actual pressures measured during short circuit tests.

Each circuit breaker shall be clearly and indelibly marked to show the current and voltage ratings and breaking capacities.



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2.2.3.1.7 Closing Mechanisms

The closing mechanism shall be either of the hand charged, spring or hand operated, spring assisted or motor wound spring charging or solenoid operated types as specified in the Detail Technical Specification.

The closing action of the hand operated, spring assisted mechanisms shall ensure that once closing is initiated the action becomes independent of the operator.

All mechanisms shall be of the trip-free type and it shall not be possible for the mechanism to maintain the circuit breaker in a "closed" position during fault conditions or when the "open" signal has been initiated.

The electrical closing circuitry shall be open circuited as soon as the closing sequence has been completed to prevent continued electrical loading of the closing circuitry and to deactivate the closing signal until a new sequence is initiated.

Where auto-reclosing duties are specified, the mechanisms shall be capable of performing a "BREAK-MAKE-BREAK" operation.

All electrically operated closing devices shall be at least suitable for operation at any voltage between 80% - 120% of the nominal control voltage at the device terminal. The nominal control 305

voltages are specified in the Detail Technical Specification.

Anti-pumping devices shall be provided on all mechanisms to prevent pumping while the closing circuit remains energised and the circuit breaker either fails to latch or trip during closing due to the operation of the protection system. The arrangement shall be to the approval of the Engineer.

2.2.3.1.8 Tripping Mechanisms

A manual tripping mechanism shall be provided on each circuit breaker. It shall be clearly marked "MANUAL".

Where shunt tripping is specified DC shunt trip coils shall be provided. The rated control voltage shall be as specified in the Detail Technical Specification.

Shunt trip coils shall be suitable for operation at any voltage between 80% - 120% of the nominal voltage at the device terminals.

Secondary contacts operated by the circuit breaker mechanism shall be provided and rated to interrupt the maximum trip coil current after the circuit breaker has opened. These contacts shall close the tripping circuitry before the circuit breaker closes.

2.2.3.1.9 Racking Mechanisms

The racking mechanisms for inserting or withdrawing the circuit breaker shall be designed and constructed to provide a positive action throughout the operations.

2.2.3.1.10 Indicating devices

Each circuit breaker shall be equipped with mechanical indicators to indicate the switching positions and the state of the spring mechanisms (if applicable).

A mechanical indicator shall also be provided to indicate whether the circuit breaker is racked in or out.

All mechanical indicators shall be clearly visible from the front of the panel.

In all cases positive indication must be provided.



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2.2.3.1.11 Auxiliary Contacts

Circuit breakers shall be provided with sufficient auxiliary contacts to suit the circuits served.

Auxiliary contacts shall be positively driven in both directions and shall be readily accessible for maintenance and shall be properly adjusted where necessary.

At least two spare normally open and two spare normally closed contacts shall be provided and shall be completely wired to an accessible terminal block.

2.3.2 MV/LV Switchgears, Fused Circuit Breakers and Bus Couplers.

The following standards may be used as a guide but must not be regarded as a complete list:

240-56357424 MV and LV Switchgear Protection Standard.

SANS 60269-1 Low-voltage fuses - Part 1: General requirements.

SANS 556-1 Low-voltage switchgear Part 1: Circuit-breakers (Use with: SANS 60947-2).

SANS 60947 Low-voltage switchgear and controlgear. All parts.

SANS 61439-3 Low-voltage switchgear and controlgear ASSEMBLIES, Part 3: Distribution Boards intended to be operated by ordinary persons.

SANS 61439-1 Low-voltage switchgear and controlgear ASSEMBLIES, Part 1: General rules.

SANS 61439-2 Low-voltage switchgear and controlgear ASSEMBLIES, Part 2: Power switchgear and controlgear assemblies.

ASSEMBLIES shall be fit-for-purpose factory-built design verified LV switchgear and controlgear ASSEMBLIES with the requirements of this Standards; SANS 1973-1, SANS 61439 and SANS 61641.

The conditions and state of this switchgears are unconfirmed, and the following are a list of services and repairs required:

- Retrofit Spring charged Reyrolle
- Retrofit spring charged Vanossi
- Retrofit spring charged GEC
- Retrofit bus couplers
- Labelling of switchgears



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2.3.3 Ring Main Units.

For the purpose of this specification the RMU that are considered will be outdoor and indoor design type. The RMU offered shall be compact, maintenance free, easy to install, reliable, safe and easy to operate and complete with all parts necessary for their effective and trouble-free operation. It is not the intent to specify herein complete details of design and construction. The offered equipment shall conform to the relevant standards and be of high quality, sturdy, robust and of good design and workmanship complete in all respects and capable to perform continuous and satisfactory operations in the actual service conditions at site and shall have sufficiently long life in service as per statutory requirements. In actual practice, notwithstanding any anomalies, discrepancies, omissions, in-completeness, etc. in these specifications, the design and constructional aspects, including materials and dimensions, will be subject to good engineering practice in conformity with the required quality of the product, and to such tolerances, allowances and requirements for clearances etc

RMU nameplate information shall be determined in agreement with the Employer. This information may include for example:

- ☐ Name of manufacturer and country
- ☐ Type, design, and serial number
- ☐ Rated voltage and current
- ☐ Rated frequency
- ☐ Rated symmetrical breaking capacity
- ☐ Rated making capacity
- ☐ Rated short time current and its duration
- ☐ Rated lightning impulse withstand voltage
- ☐ Month and year of supply
- ☐ Property label: Property of Transnet Property
- ☐ Guarantee period : 5 years

2.3.2.1. Sulphur Hexa Fluoride Gas (SF6 GAS):

The SF6 gas shall comply with IEC 376,376A and 376B and shall be suitable in all respects for use in RMUs under the stipulated service conditions. The SF6 shall be tested for purity, dew point air hydrolysable fluorides and water content as per IEC 376,376A and 376B and test certificate shall be furnished to the owner indicating all the tests as per IEC 376 for each lot of SF6 Gas.



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2.2.4. CURRENT AND VOLTAGE TRANSFORMERS

2.2.4.1 CURRENT TRANSFORMERS

1. General

Current transformers shall comply with the requirements of SANS 60044-8 with the exception of the required impulse test level, refer to paragraph E13.11.6 below.

2. Ratings

Current transformers shall be suitable for the primary currents and secondary ratings as specified in the detail specification.

Current transformers shall have secondary outputs of 2.5, 5, 10, 15 or 30 VA as applicable in terms of the burden of the instruments and interconnecting wiring. The current transformer output shall match the actual instrument burden as closely as possible in order not to introduce unnecessary errors.

3. Accuracy Class

For metering applications, accuracy classes of 0.1, 0.2, 0.5, 1, 3 or 5 are applicable. Where no accuracy class has been specified, the following table may be used as a guide:	Primary current	Suggested class
Application		
Indicating instruments	All	5
Metering applications	Up to 200 A	2



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Metering applications	250 to 600 A	0,5
Metering applications	800 A and above	0,2

2.2.4.2 VOLTAGE TRANSFORMERS

The below are but a simplified list of Voltage Transformers within Transnet Substations:

- 11KV/110Volt voltage transformers complete
- 2.2KV/110Volt voltage transformers complete
- 6.6KV/110Volt voltage transformers complete

2.2.5. Fuse Isolators/Fuse Carries

The following are a list of services and repairs required :

- 3Phase 400A fuse carrier conversion to Circuit breakers
- 3Phase 300A fuse carrier conversion to Circuit breakers
- 3Phase 200A fuse carrier conversion to Circuit breaker
- 3Phase 150A fuse carrier conversion to Circuit breaker

2.2.6 Batteries and Battery Chargers

The conditions and state of this Batteries chargers and batteries are unconfirmed, and the following are a list of services and repairs required :

- Supply of 110V/3A battery chargers
- Supply of battery chargers 110v dc 5A
- Supply of 12V/32Ah batteries
- 12v/50AH batteries
- Repair of battery chargers
- Supply of 110V/10A battery charges
- Supply of battery charger 32v dc 5A



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The required batteries for the purpose of this specification will all be maintenance free batteries.

2.2.7. Standardisation of Low Voltage cables from Copper to Aluminium

This item speaks to the conversion required to standardise the LV panels from existing copper cables in accordance with the required current(I) carrying capacity of the copper cables to aluminium conductors. These conversions must include amongst others lugs, ferrules, joints and terminations.

- 400 to 1000 volt armoured multicore PVC insulated copper conductor /Aluminium and ABC.
- 600 to 1000 volt PVC armoured cable epoxy jointing fit for Electrical cables
- 600 to 1000 volt cable terminations complete with cable identification tag, gland, lugs, core identification markers, connections

2.2.8. Standardisation of High Voltage cables from Copper to Aluminium

This item speaks to the conversion required to standardise the HT Cables from existing copper cables in accordance with the required current(I) carrying capacity of the copper cables to aluminium conductors. These conversions must include amongst others, trenching, joints and terminations

- **6350 to 11000 volt PILAC / XLPE armoured multicore PVC insulated copper conductor/Aluminium and ABC**
- **6350 to 11000 volt XLPE armoured cable epoxy jointing**
- **6350 to 11000 volt XLPE cable terminations complete with cable identification tag, gland, lugs, core identification markers, connections and commissioning.**
-

2.2.10 Cable Termination and Joints

General

Connection of cables to switchgear shall always be effected in such a way that the various phases, seen from the front of the switchgear will be in the following positions where practically possible:-

- (a) Conductor no 1 : left (red)
- (b) Conductor no 2 : centre (white)
- (c) Conductor no 3 : right (blue)



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Exposed armouring is not acceptable. Glands will be properly fitted with shrouds to cover any bare armouring.

All cable ends shall be supplied with the necessary earth connection.

A strut or other approved means of support shall be provided to remove mechanical stress from the glands.

Cable cores shall be marked with heat-shrunk sleeves where necessary to identify the phases. Refer to SANS 10142.

The current-carrying capacity and breakdown voltage of the cable end shall be the same as for the complete cable.

shall be terminated in accordance with the recommendations laid down by the manufacturers of the cables and glands installed.

- 600 to 1000 volt cable terminations complete with cable identification tag, gland, lugs, core identification markers, connections
- 600 to 1000 volt PVC armoured cable epoxy jointing
- 6350 to 11000 volt XLPE cable terminations complete with cable identification tag, gland, lugs, core identification markers, connections and commissioning.
- 6350 to 11000 volt XLPE armoured cable epoxy jointing fit for cables

2.2.11 Cable and Conductor markings

For the purpose of this specification, the intended marking of cable is to allow Transnet and Transnet Property as an entity to identify its cables and conductors easily and for this purpose a marking system is required to achieve the following:

- a. Allow customised Transnet Marking
- b. Markings that are durable
- c. Can withstand all forms of corrosion
- d. Immune to fire of up to 500 degrees Celsius
- e. Resistant to UV radiation

The Service provider will be expected to submit as part of the submission for this tender, a marking manual or data sheet indicating the type of markings intended for use on this project.



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2.3 Procedure for submission and acceptance of contractor's design

2.3.1 The *Contractor* shall address the following procedures:

The *Contractor* submits details of his design, temporary works and all other items required for the *works* to the *Project Manager* for acceptance. All equipments supplied will be subject to Factory Acceptance Test and Site Acceptance Tests amongst other requirements by the Technical/Project Manager.

The *Contractor* shall submit to the *Project Manager* samples of all materials to be used in the *Works* and which are to be supplied by the *Contractor* for the approval of the *Project Manager* prior to their incorporation into the work. If accepted, the samples so submitted will be kept by the *Project Manager* as standards for the duration of the Contract. No materials inferior in quality, workmanship or appearance to the accepted samples shall be used.

All alternative materials not defined herein or SANS proposed by the *Contractor* shall be tested for acceptability by the *Contractor* and the results of the tests made available to the *Project Manager*. All such materials then require the approval of the *Project Manager*. The costs of the tests shall be borne by the *Contractor*.

The *Project Manager's* approval is required for any manufacturer's published instructions prior to their use by the *Contractor*.

2.4 Review and Acceptance of Contractor Documentation

The *Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard

2.5 Other requirements of the Contractor's design

To be approved by the relevant registered engineer or specialist.

2.6 Use of Contractor's design

2.6.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.



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2.7 Design of Equipment

Diagrams and data sheet to be supplied

2.8 Equipment required to be included in the works

2.8.1 All electrical and civil material needed for the completion of the project

2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 Operating manuals and maintenance schedules as per manufacturers specifications to be provided by contractor

2.9.2 All works related to the substation works need to comply and be tested as per the supplied Transnet Annexures(A-C) supplied below.

3 Construction

3.1 Temporary works, Site services & construction constraints

3.1.1 *Employer's* Site entry and security control, permits, and Site regulations

The work to be carried out is at the sites in Gauteng, Free State and Northern Cape provinces and is in access controlled areas.

The areas are restricted and the *Contractor* must ensure compliance with the regulations of Transnet SOC Ltd in every way. The *Contractor* and any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the *Project Manager* to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing of these permits. This includes changes to staff during the contract period

The *Contractor* shall ensure the safe passage of traffic to and around the working areas at all times. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction and control of traffic. No lights are to be fixed anywhere without written approval from the *Project Manager*.

In the event where nearby buildings, roads or the area where the *Contractor* is working is being used by other Transnet employees, the *Contractor* shall organise the work to cause the least possible inconvenience to any operations at the various Transnet Freight Rail assets.

Access permits shall be made by the *Contractor* to a standard acceptable to the *Project Manager*, be allowed for within the Contractor's access control provision and shall include at least the following information:

- Company name and logo.
- Employees name and ID number.



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- Date of issue and period of validity.
- Company details
 - ☐ Telephone number
 - ☐ Fax number
 - ☐ E-mail address

3.1.2 Restrictions to Access on Site, hours of work, conduct and records

The normal working hours are between 07:30 and 16:30 Mondays to Fridays. If it is required to work outside the stated normal working hours the *Contractor* must obtain written permission at least 48 hours before such work needs to be undertaken. Transnet will not unreasonably withhold permission; however, the *Contractor* may have to pay for Transnet's supervisory personnel, should this be required.

3.1.3 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

People restrictions on Site; hours of work, conduct and records:

The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

Working hours are from 07:30 – 16:30 Mondays – Fridays.

3.1.4 Health and safety facilities on Site

The provision of security for the *Contractor's* site establishment shall be his own responsibility.

Both the "Factories, Machinery and Building work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" shall, wherever they appear in the SANS 1200 standardized specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

3.1.5 Title to Materials from demolition and excavations

Before any material arising from the demolitions is removed from site, the material must be offered to Transnet at no cost.

3.1.6 Cooperating with and obtaining acceptance of others

The *Contractor* shall not commit or permit any act that may interfere with the performance of the other parties operating in the area and shall carry out work in close liaison with the *Project Manager*.

3.1.7 Publicity and progress photographs

The Contractor shall obtain the permission and approval of the *Employer* before erecting any notice boards or using the details of the contract in any advertising media.



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The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

3.1.8 *Contractor's Equipment*

The Contractor keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between **owned** and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

The contractor might be required to provide test certificates for some equipment in order to ascertain results and performance for such equipment.

All equipment or any other equipment necessary shall be supplied by the *Contractor* to successfully execute the Works safely, to completion. All tools, test equipment, i.e. **Branch test, Meggar tests, underground Cable locators, etc.** shall be supplied by the *Contractor*.

All plant used by the *Contractor* on site shall be properly **maintained and operated**. All vehicles on public roads shall be roadworthy, with the necessary licenses, permits and safety requirements. No transporting of people in the load box of an LDV's without the correct seating and seatbelts or a Kombi may be utilised providing that it has RWC.

NB: Ownership of electrical equipment will be considered advantageous and its recommended that the contractor supplies confirmation of such ownership. Transnet will however at any time, prior to award of the contract, request site visit to confirm existence of such equipments !

3.1.9 Equipment provided by the *Employer*

No equipment will be provided by the *Employer*.

3.1.10 Site services and facilities:

The *Contractor* shall make his own arrangements for the supply of services such as electricity, potable water, ablutions, fire protection, lighting and all other services required for undertaking the works. The *Contractor* shall provide, maintain and finally remove proper portable latrines of sufficient number at his cost. Latrines shall be properly constructed and placed in suitable positions and maintained in a clean and sanitary working condition.

Where any of the above services can be made available by the *Employer*, the cost of meters, connections, reticulation and all other usage costs associated with the provision of services shall be to the *Contractor's* account.

The applicable tariffs will be those that the Local Authority charges Transnet and these charges shall be applicable to the *Contractor*.

3.1.11 The *Employer* provides the following facilities for the *Contractor*:

A Suitable construction site will be made available free of charge to the *Contractor* for the duration of the contract.

The site shall be clearly sign posted as being a construction site and shall be compliant with the relevant prevailing safety regulations and restrictions that might be in place until the *Contractor* has de-established from site and has been approved by the *Project Manager* or his duly appointed representative.

The layout of any construction site, if required, shall be submitted to the *Project Manager* for his approval before the Contractor starts erecting his camp.



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3.1.12 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.13 Facilities provided by the *Contractor*:

The *Contractor* shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities.

No accommodation for the *Contractor's* and/or *sub-contractor's* employees will be available on site. No employee, with the exception of security watchmen, may, without written approval from the *Employer's* Representative, be accommodated on site.

The *Contractor* shall, at his own expense, provide for security and access to his construction sites as he may require. Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority and *Project Manager*.

No liability will be accepted by Transnet for the safekeeping of the *Contractor's* materials/equipment/plant. The *Contractor* will not be required to provide any facilities for the use of the *Project Manager*.

3.1.14 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc. within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.1.15 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.16 Existing premises, inspection of adjoining properties and checking work of Others

The *Contractor* and the *Project Manager* will inspect the immediate surroundings and record any damage before work is started.

The *Contractor* shall ensure that no damage occurs to adjoining property.

The *Contractor* shall negotiate with the property owner(s) for permission to work on their land for the purpose of carrying out the work (if necessary).

The *Contractor* shall ensure that his workmen do not abuse any permissions granted by adjoining property owners allowing them on to their property for the execution of the work.

3.1.17 Underground services, other existing services, cable and pipe trenches and covers

The *Contractor* is required to liaise with the *Project Manager* and establish as accurately as possible, the location of the various existing services situated within the Works area and record all such information on a suitable "marked-up" drawing for reference at all times. No services drawings are to be supplied.



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All existing services shall at all times be protected and/or barricaded where these maybe affected by the Works or where these may endanger the safety of personnel.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations, shall be repaired and reinstated forthwith by the Contractor or by the Authority concerned, all at the expense of the *Contractor* and to the satisfaction of the Project Manager.

Whenever unknown services are encountered which interfere with the execution of the Works and which require to be moved and relocated, the Contractor shall advise the Project Manager, in writing within 24 hours of such encounter, and the Project Manager will determine the extent of the work, if any, to be undertaken by the relevant authority or the Contractor in removing, relocating and reinstating such services. Should known services be damaged by construction, the cost of repairs will be for the Contractors account.

Where the *Contractor* damages a service due to negligence, he shall bear full cost of repairs to the service. These repairs will be carried out by the relevant authority, or at their discretion, by the Contractor to the satisfaction of the relevant authority.

3.1.18 Control of noise, dust, water and waste

Equipment used on site shall be properly muffled and maintained so as to reduce noise generation to the minimum. Working procedures shall be structured so as to avoid the unnecessary generation of noise, dust and pollution of water.

3.1.19 The *Contractor* complies with the following:

Dust has been identified as having a serious environmental impact. The *Contractor* is required to prevent the creation of dust.

The *Contractor* shall ensure that no dust is generated during the mixing process of construction materials used during any stage of the construction process.

The *Contractor* shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation:

- National Environmental Management (Act 107 of 1998); and
- The Environmental conservation Act, 73/1989; and
- The National Water Act, 36/1998

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the *Contractor* was negligent and caused any form of pollution the damage shall be rectified at the Contractor's cost.

3.1.20 Giving notice of work to be covered up

The Contractor shall give 24 hours' notice to the *Project Manager* before covering any work.

3.1.21 The *Contractor* notifies the *Supervisor* (prior) of the following elements of the *works* which are to be covered up:

- Backfilling of trenches for foundations



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- Backfilling on any excavated material
 - Pouring of concrete
 - Applying any surfacing material to finished surfaces e.g. paving, tar etc.
 - And any other *works* that require inspections by the *Supervisor* before being covered up

3.1.22 Sequences of construction or installation

The *Contractor* is to sequence the works to suite his programme requirements.

3.1.23 Restoring of work site

The *Contractor* shall keep the site tidy at all times and remove all old material such as rubble, off-cuts, demolished material, surplus material and carry away and dump or store onto or at an approved site.

A permit must be obtained from the Municipalities to transport material on their roads, when required.

On completion of the *Works*, the *Contractor* shall clear the site of all leftover items of material, rubble, etc. to the satisfaction of the *Project Manager*.

The site must be cleaned and cleared of all facilities and released material within 72 hours after completion of all the work that will form part of the final handing over.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *work* to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case before the dates stated. *The Project Manager* cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the *works* and others from doing their work.

3.2.2 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works* Information is presented to the *Project Manager* before Completion.

3.2.3 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.

3.2.4 Where the *Contractor* has presented to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.

3.2.5 Access given by the *Employer* for correction of Defects



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The *Project Manager* arranges for the *Employer* to allow the *Contractor* access to and use of part of the works which he has taken over if they are needed for correcting a Defect. In this case the defect correction period begins when the necessary access and use have been provided.

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

4.1.1 All old equipment and material used for installations to be removed and discarded by contractor with disposal sites advised by the project manager.

4.2 Building works

4.2.1 Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 are used within the Works Information, the following interpretations and meanings shall apply:

4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the *Works* Information and the *conditions of contract*, the *conditions of contract* take precedence within the ECC Contract.

4.2.3 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in this paragraph 4.2 of C3.1 *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.

4.2.4 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:

Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the word or expression "*Contractor*" is used, read "*Contractor*".

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.

Where the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the ECC *conditions of contract* taking precedence.

4.2.5 Within the Model Preambles for Trades 1999, A. GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the *Works* Information. The ECC Contract Data - Part One states the main option to apply within the ECC Contract between the Parties.

4.2.6 Within the Model Preambles for Trades 1999, B. ALTERATIONS, B.2 MATERIALS FROM THE ALTERATIONS, CREDIT, ETC and C. EARTHWORKS, C1.4 Materials from demolitions shall not apply. C3.1 *Employer's* Works Information paragraph 3.1.6 states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.



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- 4.2.7** Within the Model Preamble for Trades 1999 Q. PLUMBING AND DRAINAGE, Q.24 TESTS shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 4.2.8** Within the Model Preamble for Trades 1999 U. EXTERNAL WORKS, U.3.8 Process control tests shall be deemed to be included within paragraph 3.2.1 of C3.1 *Employer's Works Information*.
- 4.2.9** The principles, meanings and interpretation stated and established within paragraphs 6.2.1 to 6.2.8 with respect to the Model Preambles for Trades 1999 equally apply to the other Model Preambles for Trades 1999 references used within this paragraph 4.2 of C3.1 *Employer's Works Information*.

4.3 Civil Engineering and Structural Works

- 4.3.1** Where the SANS 1200 series of Specifications are used within the *Works Information*, the following interpretations and meanings shall apply:
- 4.3.2** In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.3.3** In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.
- 4.3.4** Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "Employer" is used, read "*Employer*";
- Where the word or expression "Contractor" is used, read "*Contractor*";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "Supervisor" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.3.5** Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;
- "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);



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4.3.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

“Approval” by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.

4.3.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

4.3.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer’s Works Information*.

4.3.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

Where the word or expression “Plant” is used, read “Equipment”.

4.3.10 SANS 1200 A: GENERAL 7.2 *CONTRACTOR’S OFFICES, STORES AND SERVICES*, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer’s Works Information*.

4.3.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer’s Works Information*.

4.3.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression “specification” is used, read “Works Information”.

4.3.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer’s Works Information* and in any case and at all times consistent with the *conditions of contract*.

4.3.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression “Engineer” is used, read “*Supervisor*”.

4.3.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).

4.3.16 The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references [state particulars of SANS 1200 used] used within this paragraph 6.3 of C3.1 *Employer’s Works Information*.

ALTERATIONS

SITE VISIT: — Tenderers are advised to visit the site prior to tendering and satisfy themselves as to the nature and extent of the work to be done, also to examine the condition of all existing substations as no claim will be entertained on the grounds of ignorance of the conditions under which the work was to be executed.



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MATERIALS FROM THE ALTERATIONS: — unless otherwise stated, will become the property of the Contractor and all these materials, together with all rubbish and debris must be carried away and the site left clean and unencumbered. Items described as “removed” shall mean removed from the site. Items described as to be re-used or to be handed over to the Administration are to be dismantled where necessary and stacked on site where directed, and the Contractor will be responsible for their removal and storage until required, and shall make good all items missing, damaged or broken at his own expense. Unless otherwise described, no materials from the alterations shall be re-used in any new work without the written approval of the Project Manager. In taking down and removing existing work, particular care must be taken to avoid any structural or other damage to the remaining portions of the buildings.

DUST: — The Contractor is to allow in his rates for taking all precautions necessary to prevent any nuisance from dust whilst carrying out the works.

MATCHING EXISTING WORK: — The terms “make good” or “making good” to existing work as described in the items shall mean making good with materials to match, all joined to existing.

4.4 Electrical & mechanical engineering works

4.4.1 Where SANS 10142 and/or SANS 10198 specifications are used within the *Works Information*, then where the term “Equipment” (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as “Plant” for ECC defined term compliance.

4.4.2 For all the Substations certification works, the supplied Annexures for the Transformers, Bus Couplers and Panels tests should take precedence in the execution of the certification works.

4.4.3 That all equipment will need to pass the Factory Acceptance Tests and Site Acceptance Tests amongst other requirements by the Technical/Project Manager

4.5 Process control and IT works

None

4.6 Other [as required]

None



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5 List Of Drawings

Electrical reticulations drawings will be supplied for the particular network, as and when work need to happen in that network.

5.1 Drawings issued by the *Employer*

Drawing number	Revision	Title



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SECTION 2

6 Management and start up

6.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Table below to be completed by the Project Manager

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on [To be advised]	[To be advised]	[state Project Manager (and appropriate delegates), Supervisor (as necessary and appropriate delegates) and Contractor (appropriate key persons)]
Overall contract progress and feedback	Monthly on [To be advised]	[To be advised]	Employer, Contractor (appropriate key persons), Supervisor (as necessary and appropriate delegates), and Project Manager (and appropriate delegates)



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[SHE meetings (see paragraph 6.4)]	[To be advised]	[To be advised]	[To be advised]
[Safety Action Meetings (see paragraph 6.3)]	[To be advised]	[To be advised]	[To be advised]
[Safety Pre-Mobilisation Meeting (see paragraph 6.3)]	[[To be advised]	[To be advised]	[To be advised]
[To be advised]	[To be advised]	[To be advised]	[To be advised]

Meetings of a specialist nature may be convened as specified elsewhere in this *Works Information* or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

6.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor Documentation Submittal Requirements*' Standard.

The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation at its expense.

6.3 Safety risk management

6.3.1 General

The *Contractor's* attention is directed to the Health and Safety Specification TFR-ISM-RN-R&C-FM009, and in particular to his Health & Safety Program, which must



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be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.

Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the *Contractor's* responsibilities, the following are brought to the *Contractor's* attention:

- (a) For the purpose of the Act the site/s, to be demarcated as agreed to between the *Contractor* and the *Project Manager* before the works start, will be transferred to the control of the *Contractor* for the duration of the contract.
- (b) The *Contractor* shall appoint a health and safety coordinator to liaise at least fortnightly with the *Project Manager* on matters pertaining to occupational health and safety.
- (c) The *Contractor* is an 'employer' in his own right as defined in Section 1 of the Act 85 of 1993 and he shall fulfil all his obligations as an employer in terms of the Act.
- (d) The *Contractor* shall furnish the *Project Manager* with full particulars of any Sub-Contractor which he may involve in the contract and the Sub-Contractor shall be made aware of all the clauses in this contract pertaining to health and safety.
- (e) The *Contractor* shall advise the *Project Manager* of any hazardous or potentially hazardous situation, which may arise from, work being performed either by the *Contractor* or Sub-Contractor.
- (f) A letter of good standing in terms of Section 80 (*Employer* to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993), must also be furnished.
- (g) The *Contractor* shall comply with the current Transnet Specification TFR-ISM-RN-R&C-FM009, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the *Project Manager*:
 - Documentary proof of his procedural compliance with the Act, and
 - Particulars of the Health and Safety Program to be implemented on the site in accordance with the Transnet Specification TFR-ISM-RN-R&C-FM009.
 - The *Contractor's* Health and Safety Program will be subject to agreement by the *Project Manager*, who may order supplementary and/or additional



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safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.

- (h) All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the *Employer* to the appropriate remedies.

NB: The *Contractor* and his employees shall have valid safety inductions and medical certificates when accessing or working on site. Copies of which shall be submitted to the *Project Manager*. This will be at a time and location Transnet will arrange.

6.3.2 Hazard identification and risk assessment

The *Contractor's* appointed Site Representative and the Project Manager shall finalize a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the Contractor. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the abovementioned representatives, and be accepted by the Project Manager, before any construction work can commence.

6.3.3 Substance abuse

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. 2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace". Transnet Freight Rail RME enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

6.3.4 Safety meetings

The Contractor shall ensure that a safety representative is appointed and regular safety meetings are held. Written minutes of these safety meetings shall be forwarded to the Project Manager. All costs related to the safety aspects required under this contract will be carried by the Contractor's and therefore be covered under the rates tendered.

NB: The tendered amount shall include for all costs to confirm to the Health and Safety requirements.

6.4 Environmental constraints and management



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(To be completed in conjunction with the Environmental Manager)

Describe or cross-refer to environmental constraints applicable to the Contractor's design and his activities on Site and how they should be managed. Include here or cross-refer to an Annexure to the Works Information.

Please place within the ECC tender documentation the Construction Environmental Management Plan. However, some of this information is couched in overall requirements of several parties including PMG and not purely the Contractor's obligations. With this in mind, I have re-drafted the Contractor's obligations he must discharge as Works Information under "CEMP" as per the statements below:

6.4.1 The *Contractor* complies with the following ENV-STD-001 Rev01 (CEMP):

The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control



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-
- Removal of rare, endemic or endangered species
 - Removal and stockpiling of topsoil
 - Rodent and pest control
 - Environmental awareness training
 - Site division
 - Emergency procedures for environmental incidents
 - *Contractor's* SHE Officer
 - Closure of construction laydown area

The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme to commencing any *work* on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Subcontractor, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

The Protection of the Environment Form shall be signed and submitted to the CM within 14 days after the Contract Date.

Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the *Project Manager*.

The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commences on Site.

The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

During the construction period, the *Contractor* complies with the following:

A copy of the SES, and the relevant PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications contained in the SES (as amended by the PES).

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.



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Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.

The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the SES and PES.

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the PES. An Environmental Closure Certificate [insert relevant details from Environmental Department and include in an Annex] has been issued by the SHEC and signed off by the *Project Manager*.

The Contractor complies with environmental inspections and audits as contained within ENV-STD-.....

The *Contractor* makes copies of the CEMP, SES and PES available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including Subcontractors) are familiar with and understand the requirements of the CEMP.

6.4.2 The *Contractor* complies with the following SES:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

6.4.3 The *Contractor* complies with the following PES:

6.4.4 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate to the *Contractor* and his keys persons with respect to the CEMP are contained within Annexure , see ENV-STD-.....

6.4.5 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to environmental issues are stated in the paragraphs following.

6.4.6 The ProjEM is responsible for ensuring that the *Contractor* complies with the CEMP. The ProjEM acts on behalf of the *Project Manager*.

6.4.7 The *Contractor* complies with the CEMP, SES and PES. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the CEMP.



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6.5 Quality assurance requirements

To be completed in conjunction with the Quality Manager

Specify minimum requirements for the Contractor's Quality Plan and Work Procedures or provide the Employer's Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the working areas. Indicate how the Contractor's QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

- 6.5.1** The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of paragraphs 7.4, 7.5, 3.2.1 and 3.2.8 as appropriate) the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 6.5.2** The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the contract
- 6.5.3** The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 6.5.4** The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- 6.5.5** The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*

6.6 Programming constraints

6.6.1 General

The programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the iPAS project control system used by the *Employer* for managing the Works and in monitoring the progress of the work under the Contract. The information and data provided by the *Contractor* pursuant to this procedure must therefore be reliable, accurate and timely in presentation.



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6.6.2 Programme submission

As identified in the Contract Data Part 2, a program is to be submitted with the tender. This program shall comply with the requirements as indicated in the *Works Information* and with specific reference 31.2 of the NEC3 Engineering Construction Contract. The program shall be submitted in both hard and soft copy forms using a computer software package accepted by the *Project Manager*.

The preferred software package is Microsoft Projects.

6.6.3 Progress Reporting

To demonstrate the actual progress of the work under the Contract the *Contractor* shall, on a weekly basis, update and submit to the *Project Manager*,

a) The revised program, in the form of a three week look-ahead, that shall show two (2) separate bars for each activity as per i) and ii) below so as to enable a comparison of the actual progress with the first program;

(i) The first programme activity bar, and

(ii) The revised activity bar identifying the currently forecast start and finish dates of the activity, and the status (% complete of each activity)

b) The progress 'S curves' based on the latest Accepted Programme

c) Deviations of the "current" activity schedule from the "baseline" activity schedule together with the 'S curves' will form the basis for assessing progress and performance.

6.6.4 Progress monitoring and review

Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

- percentage complete;
- forecast completion date;
- S-curves showing actual versus baseline figures;
- deviations from the Accepted Programme; and
- Actions required remedying any deviations.

Weekly progress reviews shall be conducted to assist control of the work under the Contract. The *Contractor* shall provide this information upon request from the *Project Manager*; however any identified deviations shall be automatically reported to the *Project Manager*.

6.6.5 Monthly Status Report



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The Contractor shall provide a written status report by the 20th of each month or such other reporting period as may be required by the *Project Manager* from time-to-time. The report shall summarize progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- progress against the Accepted Programme;
- summary of progress achieved during the period using progress 'S curves';
- list of milestones achieved during the period;
- status of design, procurement, and off-site works;
- status of on-site works;
- deviations from the Accepted Programme and in particular, the forecast completion dates of activities which have or should have commenced;
- status of approvals;
- actual or anticipated problems with corresponding action plans to minimize the impact;
- summary of works planned for the following period, and
- Cash flow status versus the original forecast.

The progress report shall form the basis of the monthly progress meeting between the *Project Manager* and the *Contractor*.

6.7 Contractor's management, supervision and key people

The *Contractor* shall provide an organogram showing his key people and their lines of authority and communication.

The *Contractor* shall not change the project team as detailed in the organogram submitted by the *Contractor* and accepted by the *Project Manager* without the prior written approval of the *Project Manager*, which approval will not unreasonably be withheld by the *Project Manager*.

The contract work must conform to current professional engineering practices, standards and specifications and the work must be completed to the satisfaction of the *Project Manager*.

The *Contractor* and his sub-contractors, if any shall have suitably qualified *Supervisors* in charge of the project. The names and qualifications of the *Supervisors* together with full details of their experience in this field of work must be furnished. The tenderer must furnish the names and addresses of all proposed *sub-contractors*, which is subject to approval.

6.8 Training workshops and technology transfer

Training to be provided to Transnet technical teams on installed equipment where needed and necessary.



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6.9 Insurance provided by the Employer

6.9.1 Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

6.10 Contract change management

6.10.1 No additional requirements apply to ECC Clause 60 series.

29.5.2 Transnet will manage internally any specific requirements for Transnet prior to approval and/or notification to a proposed compensation event assessment (time and cost) before the *Project Manager* notifies implementation under ECC clause 65.1.

6.11 Provision of bonds and guarantees

6.11.1 The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

6.11.2 The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

6.12 Records of Defined Cost, payments & assessments of compensation events kept by Contractor

6.12.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work (if appropriate);

6.13 The Contractor's Invoices

6.13.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

6.13.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

6.13.3 The invoice states the following:

Invoice addressed to Transnet Property;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number:

The *Contractor's* VAT Number; and



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The Contract number

The invoice contains the supporting detail

6.13.4 The invoice is presented either by post or by hand delivery.

6.13.5 Invoices submitted by post are addressed to:

None

6.13.6 Invoices submitted by hand are presented to:

Transnet Property

150 Commissioner Street

Johannesburg

2001

For the attention of Mathibele Selowa

The invoice is presented as an original.

6.14 People

6.14.1 Minimum requirements of people employed on the Site

6.14.2 The *Contractor* complies with the following PIRPMP

7. CONTRACTOR LIABILITY

7.1. The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;



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7.2. The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

7.3. The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

7.4. The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

7.5. The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

7.2.1 INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

7.2.1 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

7.2.2 The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.

In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:

7.2.3. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.

7.2.4. The Industrial Action Report must provide at least the following information:

7.2.4.1. Industrial incident report,



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- 7.2.4.2. Attendance register,
- 7.2.4.3. Productivity / progress to schedule reports,
- 7.2.4.4. Operational contingency plan,
- 7.2.4.5. Site security report,
- 7.2.4.6. Industrial action intelligence gathered.

7.2.5. The final Industrial Action Report is to be delivered 24 hours after finalization of the industrial action.

7.2.6. The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.

7.2.7. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.

7.2.8. Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

7.2.9. The *Contractor* complies with the requirements of the IRCC involving the engineering construction *Contractors* engaged (including all future *Contractors*) by the *Employer* [include details as appropriate ex:

7.2.10. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to IR issues are stated in the paragraphs following:

The PIRM is responsible for ensuring that the *Contractor* complies with the PIRPMP. The PIRM acts on behalf of the *Project Manager*.

7.3. Plant and Materials

7.3.3. The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.



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- 7.3.4. Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
 - 7.3.5. The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.
 - 7.3.6. The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.
 - 7.3.7. The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.

7.4. Tests and inspections before delivery.

The following are compulsory test that the contractor will need to satisfy the employer prior to supply and installation of equipments:

Factory Acceptance Tests (FAT)

User Acceptance Tests (UAT)

Site Acceptance Tests (SAT)

Electrical COC certificates to be issued for each separate installation completed before commissioning of equipment.

7.5. Marking Plant and Materials outside the Working Areas

- 7.5.3. The Contractor prepares and marks items of Plant and Materials outside the Working Areas with the *contractor's* logo.

7.6. Contractor's Equipment (including temporary works).



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NB: It will be advantageous for the contractor to have the tools of trade and special equipment to execute the works and as such submission of ownership of such will be required. The contractor shall indicate ownership of equipment as they appear on the BOQ(Cable locator, Jack Hammer, etc). A site visit will however be conducted by Transnet Property to ascertain existence, condition and functionality of such equipment.

7.7. Preparation of post Completion contracts

NONE



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ANNEXURE A: PANEL PROTECTION AND TESTING

Substation Network Maintenance													BBF 9297 Version 2						
Signal and Distribution Substations Test Sheet Ring, Transmission Line and Transformer Feeder VCB's Current Transformers: Ratio, Magnetisation curves and Polarity tests. Protection Relays: Overload, Earth fault, Sensitive Earth Fault and Cable Protection. Transformer Protection																			
Substation:			Panel No:			Designation:			Routine :			Commissioning:							
P		Protection Class 10P10			Metering Class 0.5			SOLKOR/TRANSLAY Class X			LED Configuration								
		Red	White	Blue	Red			White	Blue	Red			White	Blue					
CT Ratio	Marked				Marked				Marked							LED 1			
	Measured				Measured				Measured							LED 2			
Mag curves	Volts	Red A	White A	Blue A	Volts	Red A	White A	Blue A	Volts	Red A	White A	Blue A				LED 3			
																LED 4			
																LED 5			
																LED 6			
																LED 7			
																LED 8			
																LED 9			
Polarities																			
Protection Relays: Make/Type: _____/_____																			
Overcurrent Elements		Tested by Pri/Sec/TW						Tested by Pri/Sec/TW						Output relay Configuration					
IDMT (NI)		I set=		T set=		Instantaneous		I set=		T set=				B01					
Operating time in seconds	Multiple	Amps	R to W	R to B	B to W	Operating times in	Multiple	Amps	R to W	R to B	B to W			B02					
	1.25 x Iset						4.00 x Iset							B03					
	2.00 x Iset						6.00 x Iset							B04					
Earth Fault Elements		Tested by Pri/Sec/TW						Tested by Pri/Sec/TW						Tested by Pri/Sec/TW					
IDMT (NI)		I set=		T set=		Instantaneous		I set=		T set=		Sensitive Earth Fault		I set=		T set=			
Operating time in seconds	Multiple	Amps	R to E	W to E	B to E	Operating times in	Multiple	Amps	R to E	W to E	B to E	Operating times	Multiple	Amps	R to E	W to E	to		
	1.25 x Iset						4.00 x Iset						1.00 x Iset						
	2.00 x Iset						6.00 x Iset						1.25 x Iset						
Feeder Protection		Solkor:Overall Fault setting						Tested by Pri/Sec/TW				Translay:Overall Fault setting		Tested by Pri/Sec/TW					
Pilot Cable						Phases	Expected %	Local sub Trip Amps	sub. m Amps	Distant sub. Trip Amps	Distant sub. m Amps	Fault	Current	Relay Output		Pilot mAmps			
Loop Resistance	T1+T2	Ohm		R-E		22						R-E							
	T1-E	MOhm		W-E		27.5						W-E							
Insulation Resistance	T2-E	MOhm		B-E		37						B-E							
	T1-T2	MOhm		R-W		110						R-W							
				W-B		110						W-B							
				B-R		55						B-R							
Stability test by Primary injection Red to White in Local sub with Short circuit in Distant sub																			
Current injected: _____ Amps mAmps in pilot wire confirmed to be zero Yes No																			
Transformer Protection																			
Transformer No:	Bucchoitz: Relay trips VCB giving Lockout & Indication with _____ cc of										Oil Over temperature: Relay trips VCB giving Trip & Indication at _____ °C dail setting								
										Winding Over temperature: Relay trips VCB giving Lockout & Indication at _____ °C d									
Tested by: Name				Signature:				Witnessed by: Name:				Signature:				Date:			



TRANSNET PROPERTY

Contract Number:

Description of the Works: ELECTRICAL NETWORKS, SUBSTATIONS AND MINI SUBSTATIONS REPAIRS, SERVICING, TESTING AND CALIBRATION FOR CERTIFICATION PURPOSES IN NORTHERN CAPE PROVINCE

ANNEXURE B: TRANSFORMER PROTECTION AND TESTING

Substation Maintenance											BBF 9297 Version 2				
Distribution Substations Test Sheet: 6.6/11kV Intake: Current Transformers: Ratio, Magnetisation curves and Polarity tests. Protection Relays: Overload, Restricted Earth fault and Transformer Protection															
Substation:		Transformer			System Voltage: _____ / _____ k			Routine :		Commissioning:					
		Protection Class: VA			Metering: Class VA			Restricted Earth Fault Class:		VA:		IDMT LED Configuration			
		Red	White	Blue				Red	White	Blue	Neutral		-		
CT Ratio	Marked				Marked				Marked			LED 1			
	Measured				Measured				Measured			LED 2			
Mag curves	Volts	Red A	White A	Blue A	Volts	Red A	White A	Blue A	Volts	Neutral (Phase to Earth)		LED 3			
												LED 4			
												LED 5			
												LED 6			
												LED 7			
												LED 8			
												LED 9			
CT Polarities correct: Yes/No															
Protection Relays: Make/Type: _____ / _____															
Overcurrent	Elements	Tested by Pri/Sec				Tested by Pri/Sec				IDMT Output relay Configuration					
IDMT (NI)		I set=		T set=		Instantaneous		I set =		T set = 0.0s		B01			
Operating time in seconds	Multiple	Amps	R to W	W to B	B to W	Operating times	Multiple	Amps	R to W	W to B	B to W	B02			
	1.25 x Iset						4.00 x Iset					B03			
	2.00 x Iset						6.00 x Iset					B04			
Earth Fault	Elements	Tested by Pri/Sec				Tested by Pri/Sec				Comments					
IDMT (NI)		I set=		T set=		Instantaneous		I set =		T set = 0.0s					
Operating time in seconds	Multiple	Amps	R to E	W to E	B to E	Operating times	Multiple	Amps	R to E	R to E	B to E				
	1.25 x Iset						4.00 x Iset								
	2.00 x Iset						6.00 x Iset								
Restricted Earth Fault Eleme	Tested by Pri/Sec				Outdoor earthing										
DTL		I set=		T set=0.0s		Test points		Specified		Measured					
Operating time in seconds	Multiple	Amps	Phase to E			Reading between two test spikes		<2000Ω							
	1. x Iset					Reading between test spikes and earth		<5Ω							
Transformer Protection															
Transformer No:		Buccholtz: Relay trips PCB giving Lockout & Indication with _____ cc of								Oil Over temperature: Relay trips PCB giving Trip & Indication at _____ °C dail setting.					
		Pressure Relief Valve trips PCB and giving lockout and indication: Yes/N								Winding Over temperature: Relay trips PCB giving Lockout & Indication at _____ °C dail setting.					
Tested by: Name				Signature:				Witnessed by: Name:				Signature:		Date:	



TRANSNET PROPERTY

Contract Number:

Description of the Works: ELECTRICAL NETWORKS, SUBSTATIONS AND MINI SUBSTATIONS REPAIRS, SERVICING, TESTING AND CALIBRATION FOR CERTIFICATION PURPOSES IN NORTHERN CAPE PROVINCE

ANNEXURE C: BUSCOUPLER TESTING

Substation Maintenance										BBF9296 Version 3	
6.6/11kV AC Signal and Distribution Substations Test Sheet Bus coupler VCB Frame Leakage Protection. Current Transformer Ratio and Mag Curves. Zone Relay intertripping. Insulation Resistance and Pressure Tests. Voltage Transformer and Indication tests. Battery Undervoltage Protection. Earth Resistance Measurement											
Substation:			Panel No:					Routine :__ Commissioning			
Current Transformers		Zone 1	Zone 2	Zone 3	Frame Leakage	Make/Type of relay: Tested by Pri/Sec/TW					
CT Ratio	Marked				Zones	Zone 1	Zone 2	Zone 3	Parallel paths test	Zone 1 to Zone 2	
	Measured				I set =	___In	___In	___In		at Iset amps	Zone 1 to Zone 3
Mag curve	Volts	Amps	Amps	Amps	I trip (amps)					Zone 2 to Zone 3	
					Intertripping tests				Insulation Resistance (500V)	Zone 1 to Main Earth	
						Zone 1 tripping	Zone 1	Zone 2		Zone 3	Zone 2 to Main Earth
										Zone 3 to Main Earth	
										Zone 1 to Zone 2	
										Zone 1 to Zone 3	
										Zone 2 to Zone 3	
Insulation Resistance Tests: Pressure Test (AC Voltage)											
Pressure test for 60 sec between busbars only @ 18 KV			Pressure test for 60 sec between busbars only @ 18 KV			VCB's racked in & closed @ 12 KV between phase and short circuited phase for 60sec				VT @ 12kV between HV (Red+White+Blue to Earth) for 60sec	
Phase	Short Circuited	mAmps	Phase	Short Circuited	Ohms	Phase	Short Circuited	mAmps	Ohms		
Red	White+Blue+Earth		Red	White+Blue+Earth		Red	rth			VT1	
White	Red+Blue+Earth		White	Red+Blue+Earth		White	h			VT2	
Blue	White+Red+Earth		Blue	th		Blue	White+Red+Earth			VT3	
										VT4	
Battery undervoltage protection:			Relay tested to pickup at ___and dropout at ___ Volts tripping all VCB's with indication and Lockout								
Earth Resistance test:		Resistance between spikes: ___ohr <2000Ω				Resistance between spikes and Substation Earth: ___ohms <5Ω					
Battery supply clearance from earth: Ngeative to earth ___ V and Positive to earth ___ V (Poor clearance will lead to control circuit exposure to stary currents and s											
Phase Fail relays		Tested to trip Incomer with indication after 5sec: Yes or No (15% under and 10% over)									
Tested by: Name:			Signature:			Witnessed by: Name:			Signature:		Date:



Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

To access the Transnet E-Tenders Portal, enter the following URL in your browser: transnetetenders.azurewebsites.net

Tender Requirements

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

Publication of tender

When Transnet needs to procure goods, services or works, it does so through one of its procurement mechanisms, usually either an open tender process or a call for quotes. In addition to this website (Transnet SOC Ltd Tenders, Transnet Port Terminals RFQ/Tenders, Transnet Freight Rail Tenders), you can access National Treasury's eTender Publication portal:

www.etenders.gov.za or <https://registers.cidb.org.za/PublicTenders/TenderSearch> for construction tenders.

Regarding quotations, Transnet will normally approach at least 3 suppliers to quote for requirements or publish the requirement on this website and the eTender Publication portal.

Transnet does not have its own database of prospective suppliers. It makes use of National Treasury's Central Supplier Database (CSD). In order to be eligible to participate in Transnet's procurement processes, your company must be registered on the CSD. The CSD can be accessed on <https://secure.csd.gov.za/>.

Tender submission

Tenders must be placed in the prescribed tender box, or submitted electronically where instructed, at or before the closing time on the closing date. Late tenders will not be accepted.

Tender documents need to indicate contact details of person(s) who can be contacted regarding any clarification required.

Fake and fraudulent tenders (RFPs) and requests for quotation (RFQs) scams

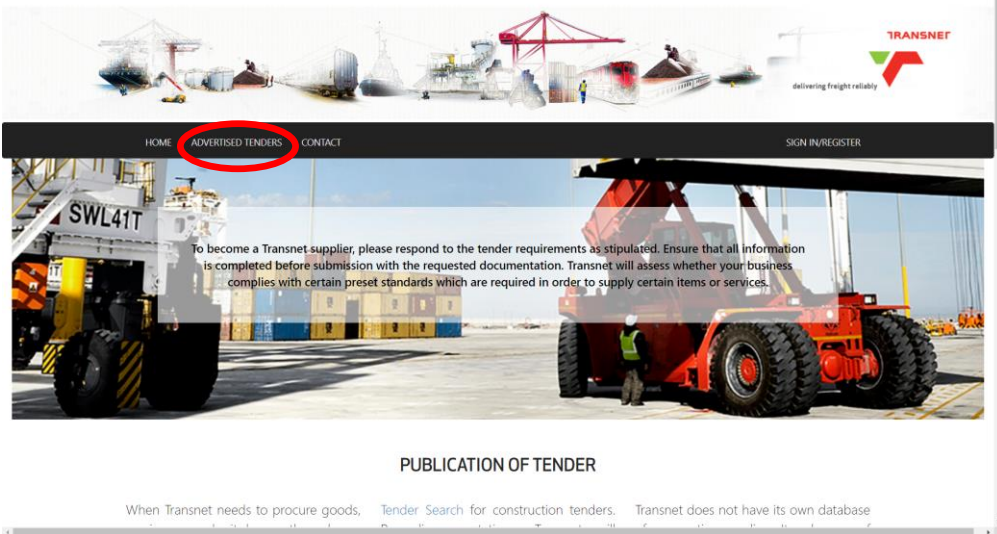
Prospective suppliers are warned that fraudulent Requests for Proposals and Quotations are sent to suppliers using the Transnet name and logo from time to time. Suppliers are advised to verify the authenticity of suspicious RFQs and orders by calling the respective Transnet Operating Division using the contact details listed below or on Transnet's website prior to responding to any RFQs or orders. Transnet will not be held liable for any delivery of goods for any fraudulent tenders or RFQs.

Division	Name	Email Id	Telephone No
TPT	Sindile Mxunyelwa	sindile.mxunyelwa@transnet.net	031 308 8389
TFR	Prudence Nkabinde	prudence.nkabinde@transnet.net	011 584 0821
TE	Nompilo Dlamini	tendercomplaints.transnetengineering@transnet.net	012 391 1374

- eTender Links
- Transnet SOC Ltd Tenders
 - Transnet Port Terminals RFQ/Tenders
 - Transnet Freight Rail Tenders

Advertised Tenders

1. Click on the **ADVERTISED TENDERS** link to view all published tenders



NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

Topics

- Tender Requirements
- **Advertised Tenders**
- Register
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- View Tender Details
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- Submit Tender Bid documents

2. On the list of advertised tenders, click on the **View Details** button to view tender information

Open TendersOther Tenders

Show▼entriesSearch:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/Rfq	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	View Details
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	View Details
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	View Details
TCC/2022/01/0011/RFQ	QA RFQ for Performance Testing	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	View Details
TPT/2022/01/17/RFP	QA RFQ for Performance Testing 2	QA RFQ for Performance Testing 2		12/31/2022 12:00:00 AM	Open	View Details

Showing 1 to 5 of 9 entriesFirstPrevious12NextLastActivate

3. Click on the **Attachment** link to view documents attached to the tender

TRANSNET E-TENDERS

Tender Reference Number	T/89
Description	Cabling Tender
Tender Type	RFP
Contact Person	Kgotso Lesiba
Contact Person Email Address	KgotsoL@globalcomputing.co.za
Date Published	1/1/0001 12:00:00 AM
Closing Date	1/1/0001 12:00:00 AM
Briefing Date And Time	1/1/0001 12:00:00 AM
Briefing Details	TBA
Location Of Service	Transnet
Name Of Institution	TNPA
Tender Category	Services
Tender Status	Active
Tender Type	RFP
Attachments	test.pdf

Register

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page

HOMEADVERTISED TENDERSCONTACTSIGN IN/REGISTER

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

Topics

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- Submit Tender Bid documents

2. Enter your email address and click on the **Send Verification Code** button.

Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Surname

Organization Name

Organization Type

Organization Type

4. Verification notification is displayed. Complete all other fields.

E-mail address verified. You can now continue.

dmkwilliams@gmail.com

Change e-mail

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

3. Enter the verification code received via the email address provided then click on the **Verify Code** button

Verification code has been sent to your inbox. Please copy it to the input box below.

dmkwilliams@gmail.com

731564

Verify code

Send new code

New Password

Confirm New Password

Given Name

Organization Name

Surname

5. Click on the Create button

Test info

Country/Region

South Africa

Test info

Test info

Test info

Test info

Test info

Test info

Create

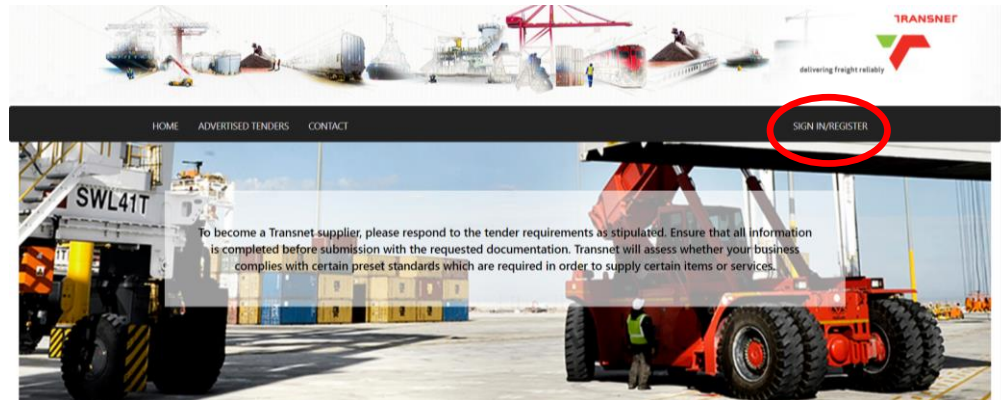


Topics

- Tender Requirements
- Advertised Tenders
- Register
- **Sign in**
- **Registered user navigation**
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

Sign In

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page



2. Type the email address you entered and the password you created during registration and click on the **Sign In** button

Sign in with your email address

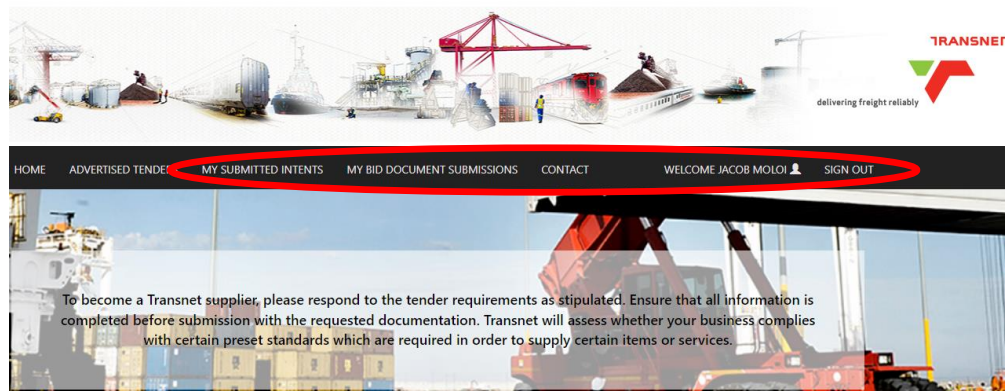
[Forgot your password?](#)

Don't have an account? [Sign up now](#)

Restricted tenders can only be accessed if you SIGN IN using the same email address that you were invited to. The tender will not be visible if you are using a different email address

Registered user navigation

1. Take note of the additional menu options available once you've registered. You are now able to Submit and intent by clicking on the **Advertised Tenders** menu option to view published tenders.



Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

View Tender Details

1. Click on the **View Details** button to view tender information

Open TendersOther Tenders

Show▼ entriesSearch:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	View Details
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	View Details
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	View Details
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	View Details
TCC/2022/01/0011/RFQ	QA RFQ for Performance	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	View Details

Submit Intent to Bid

1. As a registered user, more details about the tender will be available. From this page you are able to view all the attachments and **Log An Intent To Bid** by clicking on the slider button.

Tender Details

Tender Reference Number	TE/2022/01/0012/RFQ	Briefing Session
Name Of Tender	QA Public RFQ	Closing Date 1/26/2022 12:00:00 AM
Description	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)	Attachments
Tender Type	RFQ	Excel File.xlsx
Contact Person	Sonwabile Mmatyana Transnet Corporate Johannesburg	JPEG File.jpg
Contact Person Email Address	Sonwabile.Mmatyana@transnet.net	PDF File.pdf
Date Published	1/19/2022 1:51:25 PM	PNG File.PNG
Closing Date	1/26/2022 12:00:00 AM	PowerPoint File.pptx
Briefing Date And Time		Text File.txt
Briefing Details		
Location Of Service	Carlton Centre	
Name Of Institution	TE	
Tender Category	Goods	

Log An Intent To Bid

Activate V
Go to Setting

2. A notification will be displayed informing you that your **intent has been successfully submitted**.

Intent to Bid

Your request to log an intent to bid has been succesfully submitted.

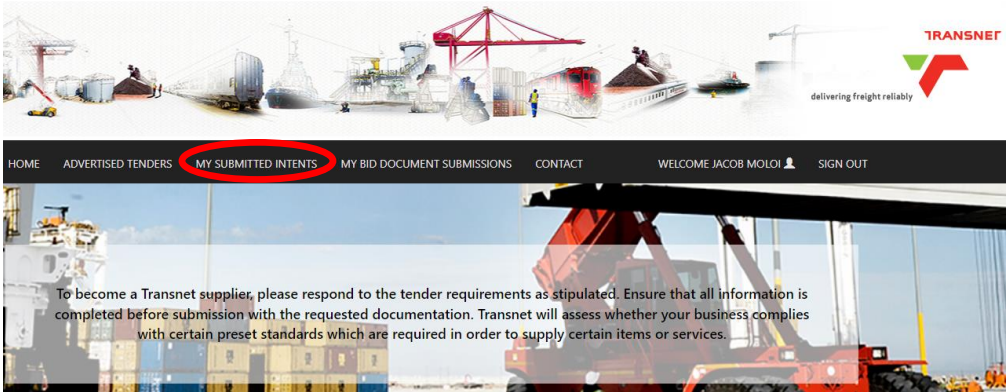
Close

Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

View Intent Submissions

1. On the landing page, click on the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

MY SUBMISSION INTENTS

Show 10 entries Search:

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	View Details
TE/2021/12/0003/RFQ	test creation from app	tet		12/31/2021 12:00:00 PM	View Details
TE/2021/12/0004/RFQ	Test Approval Thulani	Test		12/10/2021 12:00:00 AM	View Details
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	View Details
TNPA/2021/12/0003/RFQ	Test Tender For Jacob	Test Tender For Jacob	12/6/2021 2:00:00 AM	12/8/2021 12:00:00 PM	View Details
TP/2021/12/0002/RFQ	QA Tender 10 - to be cancelled after it has been published	QA Tender 10 - to be cancelled after it has been published	12/7/2021 9:00:00 AM	12/28/2021 9:00:00 AM	View Details
TP/2021/12/0006/RFQ Non-Technical	App-Register new Non-Technical RFQ Tender with no briefing details-Mod	App-Register new Non-Technical RFQ Tender with no briefing details-Mod		1/20/2022 8:00:00 AM	View Details

3. Details and attachments can be viewed on this page. You can also **Ask for Clarity** (submit a query) from this page.

SUBMISSION INTENT DETAILS

Tender SummaryAsk For ClaritySubmit Tender Documents

QA Public RFQ
TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Briefing Session

Closing Date
1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

Ask for Clarity (Submit Query)

1. On the Submission Intent Details pate, click on the **Ask for Clarity** tab.

SUBMISSION INTENT DETAILS

Tender Summary

Ask For Clarity

Submit Tender Documents

QA Public RFQ

TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

- Under 'Submit Queries Below' type your questions in the fields.
2. Click on the **Delete (trash can)** button to delete a field (row)
 3. Click on the blue **Add (+)** button to add another field (row)
 4. Click on the **Submit All Questions** button.

SUBMISSION INTENT DETAILS

Tender Summary

Ask For Clarity

Submit Tender Documents

Submit queries below

Q1

Q2

Q3

Submit All Questions

Cancel

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

PDF File.pdf

PNG File.PNG

PowerPoint File.pptx

5. Under the 'Ask for Clarity' tab, you will also be able to view responses from Transnet.

Tender Summary

Ask For Clarity

Submit Tender Documents

Q3

No Response From Transnet

Q1

No Response From Transnet

Briefing Session

Closing Date

1/26/2022 12:00:00 AM

Attachments

Excel File.xlsx

JPEG File.jpg

6. At the bottom of the screen you can **add additional questions**

Submit queries below

Submit All Questions

Cancel

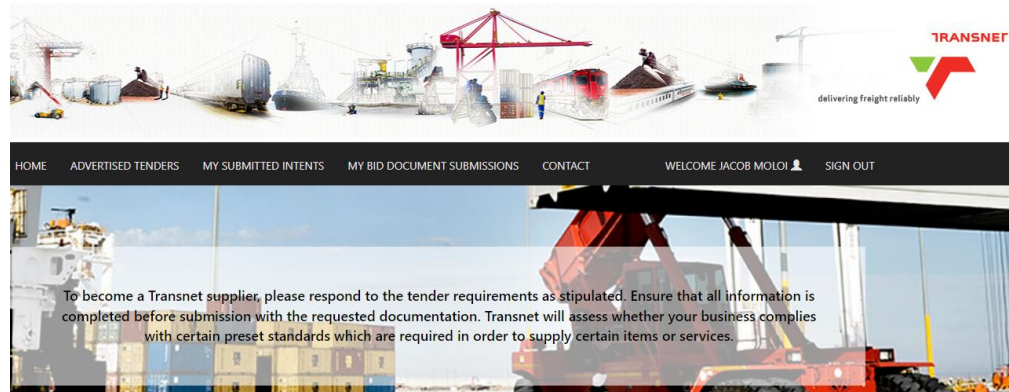


Topics

- Tender Requirements
- Advertised Tenders
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- Sign in
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- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- **Submit Tender Bid documents**

Submit Tender Bid Documents

1. Click the **My Submitted Intents** menu option.



2. From the list of submitted intents, click on the **View Details** button to view details about the item.

Show entries

Search:

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	View Details

3. Details and attachments can be viewed on this page. Click on the **Submit Tender Documents** link.



4. Click the **Choose Files** button and select the files to upload.
5. Click on **Submit Bid**

QA Public RFQ
 Closing Date: 1/26/2022 12:00:00 AM
 TE/2022/01/0012/RFQ

APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)

Duplicate documents are not permitted

Mandatory ☒ Essential ☐ Non Essential ☐ Other ☐

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

Choose Files

Upload Mandatory Documents

The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable

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