

TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [GOODS]

**FOR ONCE-OFF SUPPLY, DELIVERY AND LAY OF 100MM LAYER, 25MM - 37MM(SIZE)
CRUSHER STONES AT ISANDO DEPOT SUBSTATION**

RFP NUMBER	CRAC_EFQ_40863
ISSUE DATE:	03 March 2023
COMPULSORY BRIEFING:	09 March 2023 at 10h00
CLOSING DATE:	16 March 2023
CLOSING TIME:	10:00 AM
BID VALIDITY PERIOD:	90 Business Days from Closing Date

Note to the bidders:

Bidders 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 Bidder can upload 30mb per upload and multiple uploads are permitted.

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RFP FOR ONCE-OFF SUPPLY, DELIVERY AND LAY OF 100MM LAYER, 25MM - 37MM(SIZE) CRUSHER STONES AT ISANDO DEPOT SUBSTATION**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	CRAC_EFQ_40863	ISSUE DATE:	03 March 2023	CLOSING DATE:	16 March 2023	CLOSING TIME:	10:00 AM
DESCRIPTION	Once-off Supply, Delivery and Lay of 100mm Layer, 25mm – 37mm(size) Crusher Stones at Isando Depot Substation						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mbuyiswa Sekele			CONTACT PERSON	Mbuyiswa Sekele		
TELEPHONE NUMBER	011 308 1265			TELEPHONE NUMBER	011 308 1265		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Mbuyiswa.Sekele@transnet.net			E-MAIL ADDRESS	Mbuyiswa.Sekele@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]							

Respondent's Signature

Date & Company Stamp

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS	
.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
.5	IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

Respondent's Signature

Date & Company Stamp

SECTION 2 : NOTICE TO BIDDERS**1 INVITATION TO BID**

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	Once-off Supply, Delivery and Lay of 100mm Layer, 25mm – 37mm(size) Crusher Stones at Isando Depot Substation
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	<p>Yes – Compulsory</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Mbuyiswa.Sekele@transnet.net</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>10:00 am on Thursday, 16 March 2023</p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>As a general rule, if a bid is late, it will not be accepted for consideration.</p> <p><i>Bidders 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</i></p>

	<i>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 Bidder can upload 30mb per upload and multiple uploads are permitted.</i>
VALIDITY PERIOD	<p>90 Business Days from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>

Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

A compulsory/non-compulsory pre-proposal site meeting and/or RFP briefing will be conducted at **Boardroom B, Transnet, Isando, Anvil Rd, Kempton Park, Johannesburg** on **09 March 2023**, at 10:00am, period of ± 1 (one) hour. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 A Certificate of Attendance in the form set out in **Section 10** hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

3 PROPOSAL 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/ Portal (transnetetenders.azurewebsites.net) Please use **Google Chrome** to access Transnet link/site);
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 11 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) as per the B-BBEE Preferential Procurement Regulations, 2022 preference point scoring.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to Mbuyiswa.Sekele@transnet.net 2 days before tender closing date. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 6.2 Respondents may also, at any time after the closing date of the RFP, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFP response:

Telephone: 011-584 0821

Email: prudence.nkabinde@transnet.net

- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 6.6 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

7 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents 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 related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Supplier**] shall be in full and complete compliance with any and all applicable laws and regulations.

9 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

10 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 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;
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;

- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 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;
- 10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

12 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents 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. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

For this purpose, the attached SBD 1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

14 TAX COMPLIANCE


Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.


Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS:




Ethics Helpdesk (Pty) LTD.
Ethics Management Systems™


You can choose to be Anonymous or Non-Anonymous on ANY of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER




AI Voice BoT "Jack"
Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.




What's App
Speak to an Agent via What's App.




Speak to an Agent
Speak to an Agent via the platform with no call or data charge




Telegram
Speak to an Agent via Telegram




0800 003 056



086 551 4153



reportit@ethicshelpdesk.com



***120*0785980808#**

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

In a substation there are lots of fault that occurs. During a fault condition, a person walking on the surface of substation can experience a voltage potential between his two feet. This causes a current to flow from one feet-through his body- to other feet. This voltage is known as step potential. A person standing on the substation surface will also attain this elevated potential. When this person touches a perfectly grounded object (at 0V) a shock hazard exists. This voltage is known as touch voltage. These two phenomena's presents danger to Transnet employees who are employed to work in the substation, but also visitors to the substation.

The crusher stone is used to solve both these potential hazards by reducing both the step and touch potential. The crusher stone installed in the substation must be according to specification to promote safety for personnel working or visiting the substation.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for the Once-off Supply, and lay crusher stone in the whole area of the Transnet Freight Rail substation high voltage outdoor yard, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

The selected Supplier(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- 2.3 Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

- 3.1 The work that the Contractor is to perform involves Supply, and lay crusher stone in the whole area of the Transnet Freight Rail substation high voltage outdoor yard. These supplies will be done for the

following substations: Eloff, Sundra, Hartebeest, Sentraal, Cowlesdam, Aurum, Withok, Rooikral, Glenroy, Roode, Valley, Kameel, Plaats and Sybrand.

3.2 The work will be done on a once-off delivery.

3.3 The solution will be solving the problem of safety for personnel in the substation.

4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

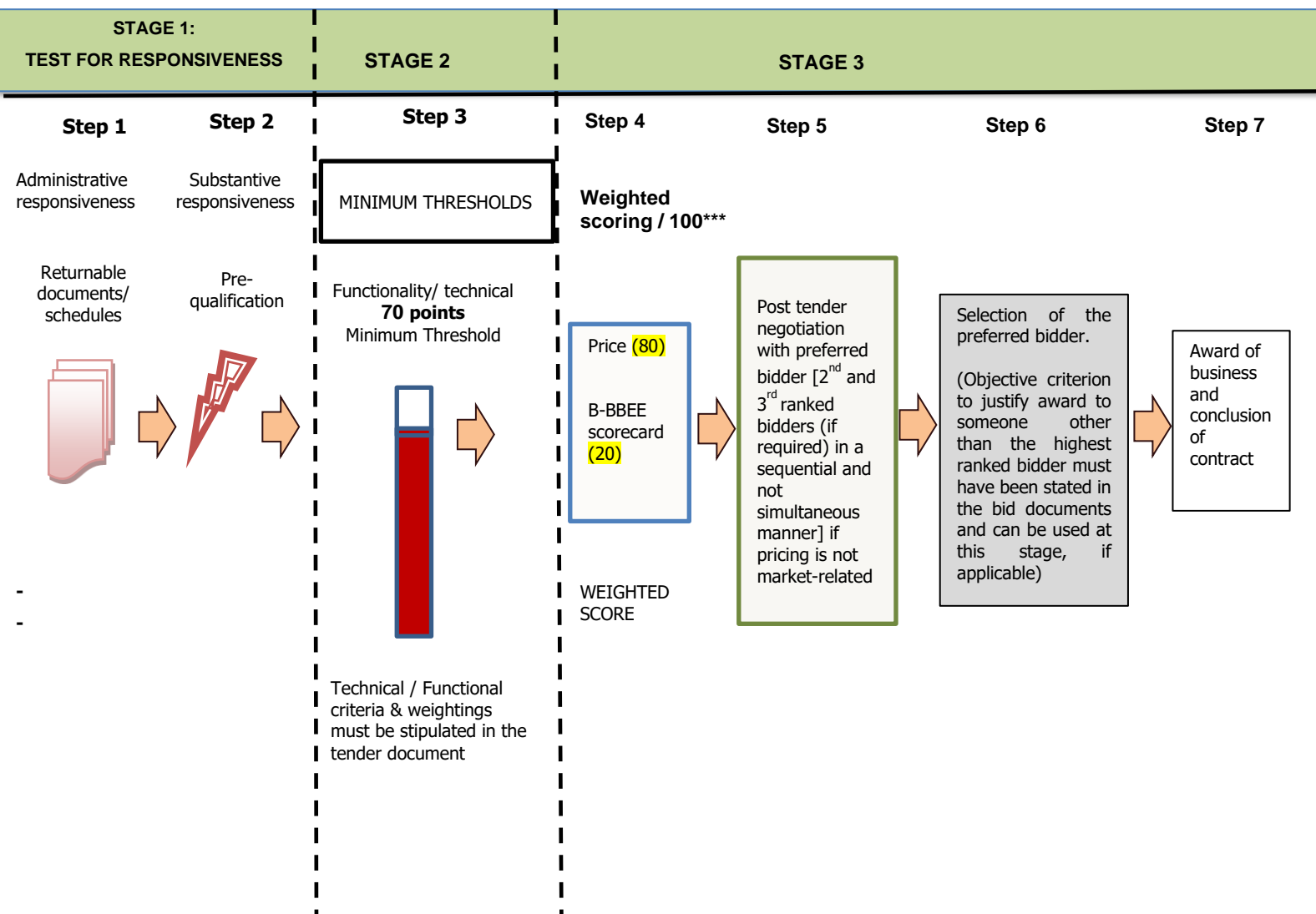
5 GENERAL SUPPLIER OBLIGATIONS

5.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Supplier(s) must comply with the requirements stated in this RFP.

6 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

6.2 STEP TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation

6.3 STEP THREE: Minimum Threshold 70 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria	Points Weightings	Scoring guideline
Previous work experience in Supplying of electrical material	40	<ul style="list-style-type: none"> 0%- No Experience 10% - One (1) contactable reference 20% - Two (2) contactable references 30% - Three (3) contactable references 40% - More than three (3) contactable references
Delivery Lead time after receiving an official PO/LOA.	60	<ul style="list-style-type: none"> 0% - No delivery lead-time indicated 15%: 9 – 12 Weeks 30%: 7 – 8 Weeks 45%: 5 – 6 Weeks 60% :≤ 4 Weeks
Total Weighting:	100	
Minimum qualifying score required:	70	

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

6.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>

Transnet will utilise the following formula in its evaluation of Price:

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

Where:

Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 P_{min} = Price of lowest acceptable Bid

$$PS = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where:

P_s = Points scored for the price of Bid under consideration
 P_t = Price of Bid under consideration
 P_{max} = Price of highest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

6.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

6.6 STEP FIVE: Post Tender Negotiations

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

6.7 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

SECTION 4: PRICING AND DELIVERY SCHEDULE*Respondents are required to complete the table below:*

Item No	Name of Substation	Perimeter m	Total Area m²	TOTAL PRICE OF ITEM [ZAR]
1	Eloff	150	1447	
2	Sundra	123	1438	
3	Welgedag	174	1690	
4	Cowlesdam	122	748	
5	Aurum	122	748	
6	Withok tie	96	314	
7	Rooikraal	156	1400	
8	Glenroy tie	96	314	
9	Plaats	122	748	
10	Valley	156	1400	
11	Sentraal	123	1438	
12	Roode	122	748	
13	Hartebeest	122	748	
14	Kameel	133	1438	
TOTAL PRICE, exclusive of VAT:				
VAT 15% (if applicable)				
Total Inclusive of VAT (where applicable)				

*Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.***Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;

Respondent's Signature_____
Date & Company Stamp

(iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- g) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
------------	--

1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

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						
3						

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

2. RETURN OF SURPLUS GOODS

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

YES		NO	
------------	--	-----------	--

Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods: _____

3. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Annexure A [*Specifications*] of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES		NO	
------------	--	-----------	--

4. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondent, in relation to:

4.1 Quality and specification of Goods/Services delivered:

4.2 Continuity of supply:

4.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

4.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
 [name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us

 Respondent's Signature

 Date & Company Stamp

any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Transnet requires a validity period of 90 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

(iii) Full name(s) of director/member(s)	Address/Addresses	ID Number(s)
--	-------------------	--------------

Respondent's Signature

Date & Company Stamp

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Section 1: SBD1 Form	
SECTION 4 : Pricing and Delivery Schedule	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn Affidavit)	
<i>Insert any documents to be used for the technical evaluation that will not result in disqualification but a score of zero for that aspect of the technical evaluation, e.g. number of references or CVs required.</i>	

c) Essential Returnable Documents:

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 8 : RFP Clarification Request Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10: Protection of Personal Information	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Respondent's Signature

Date & Company Stamp

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	Transnet's General Bid Conditions
2	Transnet's Supplier Integrity Pact
3	Non-disclosure Agreement
4	Specifications and drawings attached to this RFP

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

Respondent's Signature_____
Date & Company Stamp

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

12.1 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.

12.2 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.

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

13.2.1. If so, furnish particulars:

.....

13.3 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

13.3.1. If so, furnish particulars:

.....

14 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:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

14.4 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,

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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.

14.5 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.

14.6 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.

14.7 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 12, 13 and 14 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.

BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

Respondent's Signature_____
Date & Company Stamp

SECTION 9 : B-BBEE 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 Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	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 B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution 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 EEnterprise 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.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

$$PS = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where:

- P_s = Points scored for the price of Bid under consideration
- P_t = Price of Bid under consideration
- P_{\max} = Price of highest acceptable Bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Transnet SCM Policy on preferential procurement and Procurement Manuals, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20

2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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 .]
EME³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

5. BID DECLARATION

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

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

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

v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

- 8.7 Total number of years the company/firm has been in business:.....
- 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 or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid 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:

ADDRESS.....

SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on **09 March 2023**.

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

SECTION 11: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must

take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		NO	
------------	--	-----------	--

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
C3.2	<i>Employer's Service Information</i>
	<i>Contractor's Service</i>
	Total number of pages

C3.1 EMPLOYER'S SERVICE INFORMATION

Contents

PART C3: SCOPE OF WORK.....	1
SECTION 1.....	4
1 Description of the <i>works</i>	4
1.1 Executive overview.....	4
1.2 <i>Employer's objectives</i>	5
The Employer's objective is to achieve reliable operation of substation equipment to ensure safe and reliable movement of trains, safety of equipment and infrastructure and safety of maintenance personnel, whilst still maintaining the highest quality and safety standards and this will also include the following:.....	
• To deliver the project to scope and on budget.	5
• To minimise the disruption to existing services and rail operations; and.....	5
• To achieve an incident free testing or commissioning periods... Error! Bookmark not defined.	
The Contractor shall execute the work as specified in terms of the relevant specifications. The Contractor shall undertake the work with the clear understanding that he is acting as an Employer's representative and agent and therefore he should be fully aware of and knowledgeable regarding Transnet business requirements, policies and procedures.	
1.3 Interpretation and terminology	Error! Bookmark not defined.
2 Engineering and the contractor's design	5
2.1 Employer's design.....	5
The Employer's specifications has drawing outlining how the equipment should be tested , hence no new designs will be required. However, the Employer grants the Contractor a licence to use the copyright in design data presented to the Contractor for the purpose of the works ONLY.	
2.2 Parts of the works which the Contractor is to design	5
The Contractor is not required to do any designs but is permitted to used the Employers design as stipulated in paragraph 2.1.	
If the Contractor is not in agreement with any feature in the general design, which jeopardises or prejudices his knowledge or operation of his equipment, he should bring this to the Project Manager's attention in writing so that this feature can be reviewed to achieve clear and complete acceptance of the basic design by all parties concerned.....	
2.3 Standards and Specifications.....	5
The latest editions and/or amendments of the following Standards and Codes shall be considered a minimum requirement. In the event of differing requirements, the most stringent Code or Standard shall apply:.....	
• <i>EEAM-Q-006 Structural Steelwork (HE9/2/6)</i>	Error! Bookmark not defined.
• <i>Ere ewew</i>	Error! Bookmark not defined.

•	<i>Qwqwq 32323</i>	Error! Bookmark not defined.
2.4	Equipment required to be included in the <i>works</i>	6
	The Contractor is responsible for providing their own testing equipment that has valid calibration period as per BBD5294. The Employer will not provide any equipment.....	
3	6
4	<i>bvbvb</i>	Error! Bookmark not defined.
5	Management and start up	6
5.1	Management meetings	6
5.2	Documentation Control.....	7
5.3	Safety risk management.....	7
5.4	Environmental constraints and management.....	Error! Bookmark not defined.
5.5	Quality assurance requirements	8
5.6	Programming constraints	Error! Bookmark not defined.
5.7	Contractor's management, supervision and key people.....	8
5.8	Training workshops and technology transfer.....	9
5.9	Insurance provided by the Employer	9
5.10	Contract change management.....	9
5.11	Provision of bonds and guarantees	9
5.12	Records of Defined Cost, payments & assessments of compensation events kept by Contractor	Error! Bookmark not defined.
5.13	The Contractor's Invoices	9
5.14	People.....	Error! Bookmark not defined.
5.15	Plant and Materials	Error! Bookmark not defined.
5.16	Tests and inspections before delivery	11
5.17	Marking Plant and Materials outside the Working Areas	11
5.18	Contractor's Equipment (including temporary <i>works</i>).....	11
5.19	Preparation of post Completion contracts.....	11
SECTION 3	12
C3.2	CONTRACTOR'S WORKS INFORMATION	12

SECTION 1

1 Description of the *works*

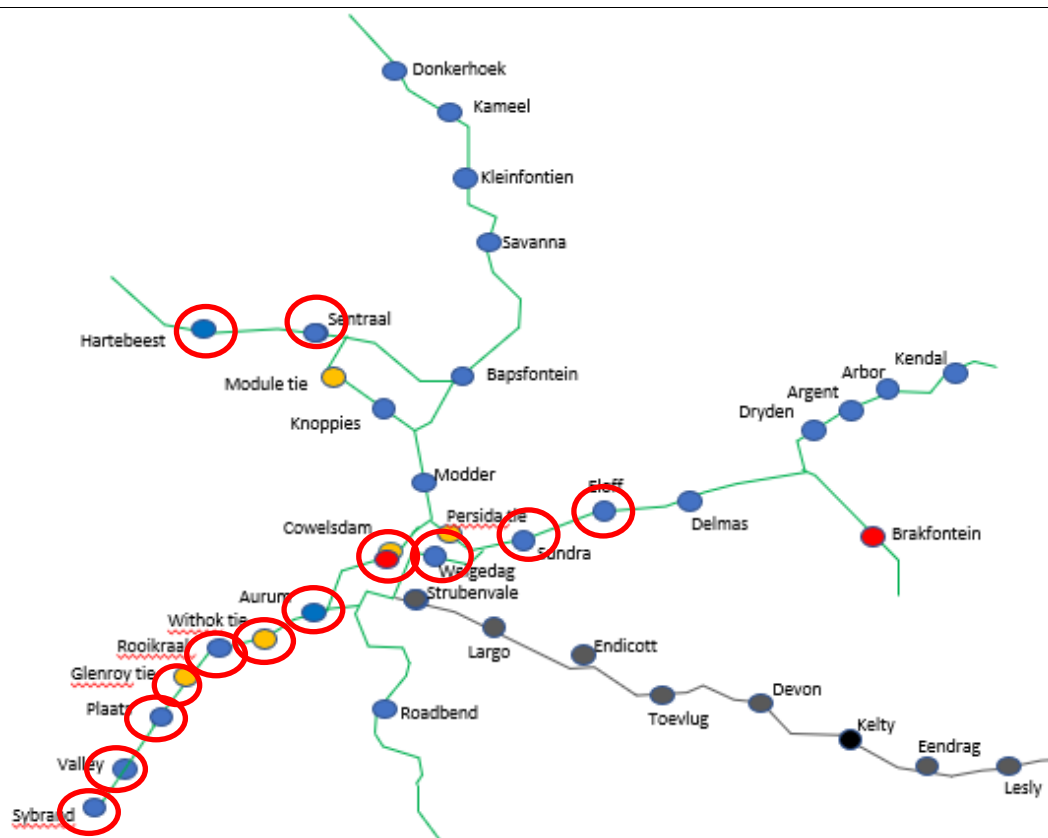
1.1 Executive overview

The work that the Contractor is to perform involves Supply, and lay crusher stone in the whole area of the Transnet Freight Rail substation high voltage outdoor yard. These supplies will be done for the following substations: Hartbeest, Sentraal, Cowlesdam, Aurum, Withok, Rooikral, Roode, Valley, Plaats and Sybrand. The work will be done on a once-off delivery.

The solution will be solving the problem of safety for personnel in the substation.

Location of the site and access

The worksite is located in the Isando substations. The substation coordinates are shown in figure 1. The access will be arranged as and when the work is required per substation.



Substation	GPS-Coordinate
Hartbeest	-26.022857, 28.309973
Sentraal	-26.024528, 28.413985
Cowlesdam	-26.210998, 28.466281
Aurum	-26.264250, 28.389429
Withok	-26.291524, 28.337291
Rooikral	-26.322854, 28.302358
Roode	26 21 57.1, 28 16 17.3
Valley	-26.448060, 28.136860
Plaats	-26.390332, 28.223339
Sybrand	-26.21 57.1, 28 16 17.3
Glenroy	
Welgedag	-26.207739, 28.489104
Sundra	-26.197923, 28.531502
Eloff	-26.17395, 28.593229

Figure 1: Isando Map and substation GPS coordinates.

1.2 Employer's objectives

The Employer's objective is to achieve safety working environment for the Electrical maintenance when dealing with faults in the substation, whilst still maintaining the highest quality and safety standards and this will also include the following:

- To deliver the project to scope and on budget.
- To minimise the disruption to existing services and rail operations; and

The Contractor shall execute the work as specified in terms of the relevant specifications. The Contractor shall undertake the work with the clear understanding that he is acting as an Employer's representative and agent and therefore he should be fully aware of and knowledgeable regarding Transnet business requirements, policies and procedures.

2 Engineering and the contractor's design

2.1 Employer's design

The Employer's specifications has drawing outlining how the equipment should be manufactured hence no new designs will be required. However, the Employer grants the Contractor a licence to use the copyright in design data presented to the Contractor for the purpose of the works ONLY.

2.2 Parts of the works which the Contractor is to design

The Contractor is not required to do any designs but is permitted to used the Employers design as stipulated in paragraph 2.1.

If the Contractor is not in agreement with any feature in the general design, which jeopardises or prejudices his knowledge or operation of his equipment, he should bring this to the Project Manager's attention in writing so that this feature can be reviewed to achieve clear and complete acceptance of the basic design by all parties concerned.

2.3 Standards and Specifications

The latest editions and/or amendments of the following Standards and Codes shall be considered a minimum requirement. In the event of differing requirements, the most stringent Code or Standard shall apply:

2.3.1 Employer Specific Standards:

- BBF3690 Electrical Safety Instructions.
- BBB5452 Requirement for installation of Electrical equipment for 3Kv DC traction substation

2.3.2 National Standards:

- Act No. 85 of 1993 Occupational Health and Safety Act

2.4 Equipment required to be included in the works

The Contractor is responsible for providing their own testing equipment. The equipment shall be in good condition and were applicable within the valid calibration period as stated in Transnet standard BBD5294. The Employer will not provide any equipment.

3 Works Information and Materials Standards and Workmanship

Below is how Transnet requires the work to be carried but not limited to the clause 3.1 below, the contractor also needs to follow the mentioned specifications and Test Sheets.

3.1 Supply and lay of crusher stone

4 Management and start up

4.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Daily	[Isando substations]	[state Service Manager(and appropriate delegates), Supervisor (as necessary and appropriate delegates) and Contractor (appropriate key persons)]

Overall contract progress and feedback	weekly	[Isando substations]	Employer, Contractor (appropriate key persons), Supervisor (as necessary and appropriate delegates), and Service Manager (and appropriate delegates)
--	--------	----------------------	--

Meetings of a specialist nature may be convened as specified elsewhere in this Service 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 *Service 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.

4.2 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 included in Annexure 1 (refer DOC--STD-0001).

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.

4.3 Safety risk management

4.3.1 The *Contractor* complies with the following SMP:

.....

4.3.2 The *Contractor* ensures that its Subcontractors comply with the requirements of the SMP.

4.3.3 The *Contractor* performs the *works* having due regard to the HSSP.

4.3.4 The HSSP is:

.....

4.3.5 The *Contractor* in the performance of the *works* establishes an incentive programme for its employees with respect to SMP compliance.

4.3.6 The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas

4.3.7 The *Contractor* makes the SMP available to its employees and Subcontractors in the *language of this contract* and other local languages as required

4.3.8 The *Contractor* participates in a HAZOP at intervals upon the instruction and direction of the *Service Manager*.

4.3.9 The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of [state Service Manager or other named person acting on his behalf]

4.3.10 The lines of communication of the various personnel acting on behalf of the *Service Manager* who communicate directly with the *Contractor* and his key persons with respect to the SMP are contained within *Annexure*

4.3.11 The roles and responsibilities of the various personnel acting on behalf of the *Service Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:

.....

4.3.12 The CM is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Service Manager*.

4.3.13 The CM specific tasks (in the context of the SMP) are:

.....

4.3.14 The PSSM specific tasks are:

.....

4.3.15 The PSPM specific tasks are:

.....

4.4 Quality assurance requirements

- 4.4.1 The *Contractor* shall have, maintain and demonstrate its use to the *Service 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 *Service Manager*).
- 4.4.2 The *Contractor* submits his Quality Management System documents to the *Service Manager* as part of his programme under TSC 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
- 4.4.3 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.
- 4.4.4 The *Service 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 *Service 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*.
- 4.4.5 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 *Service Information* [state further details as necessary which explains and defines what the Quality Plan involves]

4.5 Contractor's management, supervision and key people

- 4.5.1 The *Contractor* employs a CSHEO as a key person under TSC Clause 24.1
- 4.5.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental method statement(s) approved by the [insert specific details, is this *Service Manager*, CM or SHEO] and ensures that the CEMP is implemented by the *Contractor* in a timely and proper manner. The CSHEO provides the *Service Manager* with all environmental method statements.
- 4.5.3 The CSHEO tasks are:
- Daily, weekly and monthly inspections of the Site and Working Areas [state specific distinguishing requirements per period]. The *Contractor* is referred to Annexure [insert Annexure
- Monitor compliance with the CEMP (to include the SES and PES) and the environmental method statements submitted to the *Service Manager*
- Reporting of an environmental incident [define further, consult with Environment Dept] to the *Service Manager*
 - Attendance at all SHE meetings, toolbox talks [please insert details as to what this means] and induction programmes [explain what this means by reference to PES]
 - Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
 - Ensuring that environmental signage and barriers are correctly placed [this is superfluous unless specific *Contractor* obligations explain signs and barriers placement under the PES]
- The CSHEO submits daily, weekly and monthly checklists [state what format or include Annexure pro forma as necessary] to the SHEC.

- 4.5.4 The *Contractor* employs a CIRP as a key person under TSC Clause 24.1.
- 4.5.5 The CIRP is based on the Site and ensures that all reports and IR requests are submitted accurately and in a timely manner to [insert specific details, is this Service Manager, CM, PIRM, PSIRM or SIRM].
- 4.5.6 The CIRP tasks are:
- Dedicated to human resources, industrial relations and any other *Contractor* employee related function;
 - Resolve all human resources and industrial relations matters arising from the *Contractor's* employees;
 - Represent the *Contractor* at all industrial relations meetings [state specific details within paragraph 6.1 management meetings of the *Works Information*];
 - Represent the *Contractor* on the IRCC; and
- 4.5.7 The *Contractor* employs an HSR as a *key person* under TSC Clause 24.1
- 4.5.8 The HSR tasks are:
The *Contractor* employs [state other details] as a key person under TSC Clause 24.1:
[insert relevant details]
- 4.5.9 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Service Manager* and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works Information*.

4.6 Training workshops and technology transfer

- 4.6.1 The *Contractor* facilitates the following requirements for training workshops:
- A safety pre-mobilisation workshop
 - A [Contractor employee safety training programmes –

4.7 Insurance provided by the Employer

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

4.8 Contract change management

- 4.8.1 No additional requirements apply to TSC Clause 60 series.

4.9 Provision of bonds and guarantees

- 4.9.1 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.
- 4.9.2 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 TSC contract.

4.10 The *Contractor's* Invoices

- 4.10.1 When the *Service Manager* certifies payment (see TSC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 4.10.2 The invoice must correspond to the *Service Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 4.10.3 The invoice states the following:
Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number [insert relevant details].

The invoice contains the supporting detail [insert relevant details].

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

4.10.5 Invoices submitted by post are addressed to:

Transnet SOC Ltd
P O Box

.....

.....

For the attention of

Invoices submitted by hand are presented to:

Transnet Group Capital

.....

.....

.....

For the attention of

The invoice is presented as an original.

7.3.2.1 **CONTRACTOR LIABILITY**

- 1.1. 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;
- 1.2. 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.
- 1.3. *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.

- 1.4. 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.
- 1.5. The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update daily. 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.

4.11 Tests and inspections before delivery

- 4.11.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on equipment by others which include:
 - AIA [state what element of the works];
 - INC [state what element of the works]; and
 - [Insert relevant details of additional "Others"].

4.12 Marking Plant and Materials outside the Working Areas

- 4.12.1 The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with [insert relevant details as to how the *Contractor* specifically labels and tags items and state designated areas sealed off from the rest of the manufacturers' production run as appropriate].

4.13 Contractor's Equipment (including temporary works).

- 4.13.1 The *Contractor* provides the *Service Manager* with [tools and testing equipment] of the following category of Equipment (or similar) for the execution of the *works*:
.....
- 4.13.2 The Equipment category [state relevant details] is subject to the following acceptance tests and inspections [state relevant details] by the *Service Manager* prior to using the Equipment on the Site and/or Working Areas:
.....

4.14 Preparation of post Completion contracts

- 4.14.1 The *Contractor* provides the following assistance [approved drawings for the entire distribution panel] to the *Employer* post Completion:

SECTION 3

C3.2 *CONTRACTOR'S WORKS INFORMATION*



A Division of Transnet SOC Limited

TECHNOLOGY MANAGEMENT

SPECIFICATION

TRANSNET FREIGHT RAIL'S REQUIREMENTS FOR THE INSTALLATION OF ELECTRICAL EQUIPMENT FOR 3kV DC TRACTION SUBSTATIONS

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Three handwritten signatures in black ink, each followed by a dotted line indicating the signature area. The signatures correspond to the authors and approvers listed in the table.

Date: 02 August 2016

Circulation Restricted To:

Transnet Freight Rail – Chief Engineer Infrastructure
- Technology Management

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SECTION 1: SUBSTATION DESIGN INFORMATION
1.0 SCOPE

- 1.1 This specification covers Transnet Freight Rail's requirements for the installation of electrical equipment in 3kV DC traction substations.
- 1.2 This specification should be read with the Scope of Work specification for each site/project and the applicable equipment specifications.
- 1.3 This specification also covers the requirements for the supply of security fencing, preparation of the High Voltage (HV) outdoor yard and the erection of all structural steelwork.

2.0 STANDARDS, PUBLICATIONS AND DRAWINGS

Unless otherwise specified this specification must be read in conjunction with the current edition of the relevant SANS, and Transnet Freight Rail's specifications.

2.1 SOUTH AFRICAN NATIONAL STANDARDS (SANS)

SANS 121:	Hot dip galvanized coatings for fabricated iron or steel articles. Specifications and test methods.
SANS 156:	Moulded-case Circuit Breakers.
SANS 780:	Distribution Transformers.
SANS 1019:	Standard voltages, currents and insulation levels for electricity supply.
SANS 1091:	National Colour Standard.
SANS 1222:	Enclosures for Electrical Equipment.
SANS 1339:	Cross-Linked Polyethylene (XLPE) - Insulated Electric cables for rated voltages (3,8/6,6kV to 19/33kV)
SANS 1431:	Weldable structural steels.
SANS 1507:	Electric cables with extruded solid dielectric insulation for fixed installations. (300/500V to 1900/3,300V) Part 1
SANS 10142-1:	The wiring of premises. Part 1
SANS 61869-2:	Instrument Transformers Part 2. Current Transformers.

2.2 TRANSNET FREIGHT RAIL SPECIFICATIONS/ ENGINEERING INSTRUCTIONS

CEE.0023:	Transnet Freight Rail's requirement for the installation of low and medium voltage cables.
CEE.0045:	Painting of steel components of electrical equipment.
CEE.0099:	Specification for 3kV DC high speed circuit breakers for traction substations.
CEE.0227:	The manufacture of 3kV DC breaker cells and trucks.
BBB 0496:	3kV rectifier for traction substations.
BBB 0845:	Requirements for metal oxide surge arresters in accordance with SANS 60099-4.
BBB 1267:	Specification for Outdoor High Voltage Alternating Current Circuit Breaker in Accordance with SANS 62271-100.
BBB 1616:	450 Volt gas arrester spark gap for traction power supplies.
BBB 2502:	Requirements for battery charger for 3kV DC traction substations.

BBB 2721:	AC primary circuit breaker control panel and AC/DC distribution panel for 3kV traction substation.
BBB 3005:	3kV DC under voltage relay manufacturing specification.
BBB 3139:	Wave filters capacitors for 3kV DC traction substations.
BBB 3162:	Wave filter inductors for 3 kV DC traction substations.
BBB 3890:	Requirements for 1.8 milli Henry DC reactor for 3kV DC traction substations.
BBB4724:	Requirement for positive isolator for 3kV DC traction substations
BBB 5019:	Requirements for traction transformers for 3kV DC traction substations in accordance with SANS 60076
BBB 7842	Outdoor, High Voltage, Alternating Current Disconnectors combined with earthing switch.
BBC 0198:	Requirements for the supply of cables.
BBC 0330:	Isolation transformer.
BBD5994:	Technical Documentation Management Policy.

2.3 STATUTORY REQUIREMENTS

Occupational Health and Safety Act and Regulations, Act 85,1993

3.0 TENDERING PROCEDURES

- 3.1 Tenderers shall indicate clause-by-clause compliance with the specification as well as the relevant equipment specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance.
- 3.2 The tenderer shall motivate a statement of non-compliance.
- 3.3 Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 3.4 Failure to comply with clauses 3.1, 3.2, and 3.3 could preclude a tender from consideration.

4.0 SERVICE CONDITIONS

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

Altitude:	0 to 1800m above sea level.
Ambient temperature:	-10°C to +55 °C.
Relative humidity:	10% to 90%
Lightning Conditions:	12 ground flashes per square kilometre per annum.
Pollution:	Heavily salt laden or polluted with smoke from industrial sources.

5.0 ELECTRICAL SERVICE CONDITIONS

- 5.1 The incoming AC voltage can vary $\pm 5\%$ of the nominal system r.m.s voltage. Under crippled conditions the supply voltage can drop to as low as minus 15% of the nominal r.m.s voltage.
- 5.2 Frequency of the supply voltage is 50 ± 2.5 Hz.
- 5.3 The AC high voltage system shall be treated as effectively earthed unless otherwise specified.
- 5.4 The traction DC supply voltage is 3,15 kV DC nominal but can vary between 2,4kV and 3,9kV for sustained periods.
- 5.5 The 3kV DC equipment may be subjected to fault currents up to 30kA for 200 milli seconds.

6.0 GENERAL REQUIREMENTS

- 6.1 Equipment/Installations supplied shall be in terms of this specification. Deviations from the specification will not be allowed without the written consent of the Project Manager/Engineer.
- 6.2 Transnet Freight Rail reserves the right to subject material and equipment offered to test or inspection to verify compliance with the clauses of this specification, prior to adjudication or at any stage during manufacture.
- 6.3 The tenderer shall submit the layout drawings of equipment, electrical wiring schematics, and constructional designs to Transnet Freight Rail for design review.
- 6.4 The successful tenderer will be responsible for all costs caused by modifying or replacing equipment accepted by Transnet Freight Rail on the grounds of his statement of compliance and found by Transnet Freight Rail not to comply.
- 6.5 All equipment shall be adequately earthed, insulated, enclosed and interlocked to ensure the safety of staff as well as equipment.
- 6.6 The general design and layout of all equipment shall provide for easy access to all parts.
- 6.7 The equipment shall be installed in such a manner so as to limit fire damage, which may be caused by equipment failure, overheating or flashovers.
- 6.8 The substation control and protection circuits shall be designed and wired according to the fail-safe principle. Control equipment, contactors and relays shall de-energise under fault, power failure or alarm (flag) conditions.
- 6.9 No high voltage cables shall be laid in the same trench or duct as low voltage cables.

7.0 GENERAL DESIGN OF EQUIPMENT

- 7.1 This section covers substation equipment with electrical capacities between 3,0 MW and 6,0 MW.
- 7.2 The overload ratings of the rectifier units shall be:
 - 2 times full load for thirty minutes.
 - 3 times full load for one minute.
 - 3 ½ times full load for ten seconds.
- 7.3 The substation can either be a single unit or double unit substation. Each unit comprises of one set of high voltage AC switchgear, one rectifier transformer, and one rectifier assembly, connected for 6 or 12 pulse operation and protected by a AC primary circuit breaker.
- 7.4 For a double unit substation each unit shall have the overload rating as specified in clause 7.2.
- 7.5 Each substation unit shall be capable of operating independently to allow for maintenance, fault finding and servicing of the equipment.

8.0 INSULATION AND CLEARANCES FOR 3kV DC EQUIPMENT

- 8.1 All indoor equipment, which may be energised at a potential of more than 1,0kV shall be protected by, metal barriers, mesh type screens or panels.
- 8.2 The minimum clearance in air between the rectifier unit and any metal barriers, mesh type screens or panels shall not be less than 450mm.
- 8.3 All exposed electrical equipment and busbars connected between the rectifier transformer secondary and the rectifier cubicle(s), or between the rectifier cubicle(s), positive isolators, DC smoothing equipment or track breakers, which is at a potential above 1,0kV, shall be arranged so that there is a minimum clearance of 2,7 m from the lowest "live" high voltage connections and ground or the floor of the access way, unless suitably screened, or otherwise protected.
- 8.4 All nominal 1,5kV and 3kV insulation to earth shall be designed such that the complete rectifier assembly, when installed on site ready for commissioning, will successfully withstand a test voltage of 10,5kV, 50 Hz AC for one minute.
- 8.5 Where the equipment or subassemblies of the rectifier assembly is enclosed and insulated from the outer framework, the insulation between the equipment and outer framework shall withstand the test voltage of 10,5kV 50 Hz for one minute.

- 8.6 The clearance between the reactor and any metal frame shall not be less 100mm. The reactor must successfully withstand a test voltage of 10,5kV AC 50 Hz for one minute
- 8.7 The successful tenderer shall advise what precautions must be taken before undertaking the withstand insulation level voltage tests to avoid damage to the equipment.
- 8.8 Creepage distance of insulation and the required air clearances shall be as large as possible. The latter shall not be less than:
- Outdoors: 150mm between the transformer secondary busbars and any steelwork such as wall plates, screening etc.
 - Indoors: 100mm between the equipment at nominal 1,5kV or 3kV DC and negative busbars and panel steelwork, between the high voltage AC supply to the rectifier cubicles and panel steelwork, the equipment at nominal 3kV DC and negative busbars.

9.0 OUTDOOR CLEARANCES AND INSULATION LEVELS

- 9.1 The minimum safety outdoor earth clearances which shall be maintained between any live conductor or metal and earthed metal and the minimum clearances of power lines above ground are in accordance with the statutory requirements of clause 15.1 of the "Electrical Machinery Regulations" of the "Occupational Health and Safety Act and Regulations, Act 85,1993", and are tabled below: -

TABLE 1:

Highest phase-to-phase r.m.s voltage for equipment. (U_m)	24kV	36kV	48kV	72kV	100kV	145kV
Nominal system r.m.s. voltage. (U_n)	22kV	33kV	44kV	66kV	88kV	132kV
Minimum safety outdoor clearance	320mm	430mm	540mm	770mm	1000mm	1450mm
Minimum clearance of power lines above ground						
Outside security fence but within Transnet Freight Rail's reserve	5200mm	5300mm	5400mm	5700mm	5900mm	6300mm
Outside Transnet Freight Rail's reserve	5500mm	5500mm	5500mm	5700mm	5900mm	6300mm

- 9.2 In terms of Transnet Freight Rail's Electrical Safety Instructions the clearances between the nearest exposed electrical equipment and a restricted access way are tabled below: -

TABLE 2:

Highest phase-to-phase r.m.s voltage for equipment. (U_m)	24kV	36kV	48kV	72.5kV	100kV	145kV
Nominal system r.m.s. voltage. (U_n)	22kV	33kV	44kV	66kV	88kV	132kV
Restricted access way (Vertical height) *	2820mm	2930mm	3040mm	3270mm	3500mm	3950mm

*See clause 903.1.3 of "Transnet Freight Rail's Electrical Safety Instructions"

(The vertical heights in restricted access ways for the various system voltages are calculated by adding 2,5metres to the normal outdoor earth clearance for the different system voltages. Refer to Annexure 9.4 of Transnet Freight Rail's Electrical safety Instructions).

INSULATION LEVELS

- 9.2 For the medium and high voltage nominal r.m.s voltage systems on Transnet Freight Rail the recommended Insulation levels in accordance with SANS 1019 is tabled in table 3.

TABLE 3

Highest phase-to-phase r.m.s voltage for equipment. (U_m)	Nominal system r.m.s. voltage. (U_n)	Rated lightning impulse withstand voltage peak.	Rated short duration power- frequency withstand r.m.s voltage.
7,2 kV	6,6 kV	75 kV	22 kV
12 kV	11 kV	95 kV	28 kV
24 kV	22 kV	150kV	50 kV
36 kV	33 kV	200 kV	70 kV
52 kV	44 kV	250 kV	95 kV
72,5 kV	66 kV	350 kV	140 kV
100 kV	88kV	380 kV 450 kV	150 kV 185 kV
145 kV	132 kV	550 kV 650 kV	230 kV 275 kV
245 kV	220 kV	850 kV 950 kV	360 kV 395 kV
Insulation levels for highest voltage for equipment $U_m < 100$ kV are based on an earth fault factor equal to $\sqrt{3}$ and for $U_m > 100$ kV an earth fault factor equal to $0,8\sqrt{3}$. Where more than one insulation level is given per voltage system, the higher level is appropriate for equipment where the earth fault factor is greater than 1,4.			

TABLE 3: Standard Voltages and insulation levels in accordance with SANS 1019:2008 [1]**SECTION 2: TRACTION SUBSTATION EQUIPMENT OUTDOOR YARD EQUIPMENT****10.0 METAL OXIDE SURGE ARRESTERS**

- 10.0 The contractor shall supply and install metal oxide gapless surge arresters in accordance with Transnet Freight Rail's specification BBB 0845.
- 10.1 The surge arresters shall be connected between each phase of the high voltage supply and substation main earth electrode/earth mat
- 10.2 The maximum protected distance from the main transformer bushing terminal to the surge arrester terminal shall be as indicated in table 4.

TABLE 4:

NOMINAL SYSTEM R.M.S VOLTAGE (kV)	MAXIMUM DISTANCE (Metres)
44kV	5
66kV	6
88kV	6
132kV	7

- 10.3 The neutrals of high voltage supplies are to be treated as effectively earthed unless otherwise specified.
- 10.4 For the installation of high voltage surge arresters on the main transformer, refer to Transnet Freight Rail's drawing BBB 0938
- 11.0 HIGH VOLTAGE AC DISCONNECTOR**
- The contractor shall supply and install the high voltage AC disconnecting switch in accordance with Transnet Freight Rail's specification BBB 7842.
- 12.0 HIGH VOLTAGE PRIMARY CIRCUIT BREAKER**
- The contractor shall supply and install the high voltage AC primary circuit breaker in accordance with Transnet Freight Rail's specification BBB 1267.
- 13.0 MAIN CURRENT TRANSFORMERS**
- 13.0 The main current transformers shall comply with the requirements of Transnet Freight Rail specification BBB 0937.
- 13.1 The main current transformers shall either be fitted in the high voltage bushings of the main traction transformer or shall be the freestanding post type current transformers install on the line side of the main traction transformer.
- 13.2 In the event of Eskom or Local Utility requiring three current transformers for metering purposes the successful contractor shall supply and install the additional current transformer.
- 13.3 The ratios, accuracy and burdens of the current transformers shall be in accordance with Transnet Freight Rail's Specification BBB 0937.
- 14.0 MAIN TRACTION TRANSFORMER**
- 14.1 The contractor shall be responsible for the delivery, assembling, filling of transformer oil and installation on site of the main traction transformer in accordance with Transnet Freight Rail's Specification BBB 5019.
- 15.0 AUXILIARY TRANSFORMER**
- 15.1 The contractor shall make provision for the supply of an auxiliary transformer which shall comply with the requirements of SANS.780
- 15.1.1 The auxiliary transformer shall be three phase with a minimum rating of 50kVA or higher depending on the substation requirements.
- 15.1.2 The 3 phase auxiliary transformer shall be supplied from the tertiary winding of the main traction transformer
- 15.1.3 The auxiliary transformer shall be the sealed unit type suitable for outdoor installation. Full details of the transformer shall be submitted.
- 15.2 In the case of a double unit substation one auxiliary transformer may be provided unless otherwise specified.
- 15.3 The secondary winding of the auxiliary transformer shall be star-connected.

- 15.4 The auxiliary transformer shall supply the required kVA rating without exceeding the permissible temperature rise laid down in SANS 780.
- 15.5 The nominal no-load secondary voltage of the auxiliary transformer shall be 400V three phase.
- 15.6 Off-load, externally operated tap changing gear shall be provided on the transformer, with tapplings to compensate for any change in the main transformer tapping.
- 15.7 All primary and secondary terminals, including the secondary neutral, shall be brought out through the transformer tank by means of bushing type terminals and shall be arranged for busbar/cable connections.

16.0 AUXILIARY TRANSFORMER PROTECTION

PRIMARY WINDING

- 16.0 The contractor shall make provision for overload protection of the primary winding. Refer to clause 8.8 of specification No BBB 2721.
- 16.1 The protection system shall consist of an approved type of overload relay with its associated current transformers.

16.2 SECONDARY WINDING

- 16.3 The contractor shall supply and install a three phase isolating and earthing switch for the secondary supply of the auxiliary transformer to the substation.
- 16.4 The isolating and earthing switch shall be fitted with mechanical interlocking of the key exchange type, which shall form part of the interlocking procedure for the substation. Refer to clauses 31.0 and 32.0 of this specification.

17.0 AC EARTH LEAKAGE CURRENT TRANSFORMER.

- 17.1 The contractor shall supply and install a bar primary current transformer for the AC earth leakage protection. The current transformer shall be installed on the support steel structure of the primary circuit breaker.
- 17.2 One terminal of the primary winding shall be connected to the primary circuit breaker frame and the other terminal shall be connected to the substation main earth electrode/mat. (Refer to drawing CEE-TBD-7 and BBB 3620).
- 17.3 The current transformer shall be class 10P10, ratio 50/5 or 100/5.
- 17.4 The current transformer shall be designed to withstand a test voltage of 2kV for 1 minute.

INDOOR EQUIPMENT

18.0 3kV DC RECTIFIER EQUIPMENT

- 18.1 The contractor shall supply and install 3kV DC rectifiers in accordance with Transnet Freight Rail's Specification BBB 0496.
- 18.2 Each rectifier unit and its associated control equipment shall be designed to form an independent unit.
- 18.3 The rectifier equipment shall be installed in screened bays fitted with gates.
- 18.4 The gates shall be fitted with mechanical interlocks of the key exchange type in accordance with clauses 31 and 32 of the specification.
- 18.5 The bay screens shall be constructed of approximately 25mm woven wire mesh or expanded metal fixed to tubular or angle iron frames complete with doors, pillars, gates etc.
- 18.6 The height of the screens and gates shall be similar to the height of the control panels but shall be not be less than 1,8 m.
- 18.7 In a double unit substation the rectifier units are referred to as the "A" and "B" units and shall be labelled as such.

- 18.8 It is required that each rectifier unit in a double unit substation can be isolated independently and earthed without shutting down the whole substation.
- 18.9 Individual rectifier units shall be screened from each other and from any other live common equipment. A mechanical key exchange interlocking system type in accordance with clauses 31 and 32 shall be fitted to ensure the safety of personnel working on the isolated rectifier equipment.
- 18.10 The rectifier units and bay screens shall be insulated from the floor.

19.0 3kV DC REACTOR

- 19.1 The contractor shall supply and install a 1.8 milli Henry 3kV DC air core reactor for each rectifier unit. The installation shall include the supply of all the required insulators, foundations, foundation bolts and fasteners.
- 19.2 The 3kV DC reactor shall be in accordance with Transnet Freight Rail's Specification BBB 3890.
- 19.3 The reactor shall be insulated from the substation floor by means of insulators.
- 19.4 Sufficient space shall be allowed for access to the reactor for maintenance and inspection purposes.

20.0 WAVE FILTER

- 20.1 The contractor shall supply and install the wave filter equipment in accordance with Transnet Freight Rail's specification BBB 3139 for wave filter capacitors and BBB 3162 for inductor coils.
- 20.2 A wave filter is connected in parallel with the rectifier output. The filter unit is a capacitive inductive circuit, which is tuned to resonate at specific harmonic frequencies.
- 20.3 The filter equipment shall be so designed that no individual harmonic voltage is greater than 2% of the output voltage.
- 20.4 The inductor coils shall have sufficient adjustment to compensate for change in the capacitance values due to ageing. Refer to Transnet Freight Rail's drawing BBB 3483 for assembly.
- 20.5 A 100 Ampere High Rupturing Capacity (H.R.C) fuse shall be fitted to protect the wave filter equipment.
- 20.6 The fuse holder shall be mounted on insulators.
- 20.7 The insulators shall be so designed that the flashover path is not less than 100mm and shall support the fuse at a distance of not less than 100mm from the bolts securing the base plate. The insulators shall have a minimum dry flashover value of 20kV.
- 20.8 Access to the wave filter equipment shall only be possible once the wave filter capacitors have been connected to rail, discharged and the primary circuit breaker tripped.
A 75 kilo Ohm resistor consisting of two 150 Kilo Ohm, 150 watt vitreous enamel resistors connected in parallel shall be provided for the discharging of the wave filter capacitors when the equipment is isolated and earthed.
- 20.9 The discharge resistors shall be mounted on a suitable insulation panel or bar, which shall be insulated for 3kV DC. A minimum clearance of 75mm must be provided between the terminals, and 100mm between any 3kV live portion of the equipment and earth.
- 20.10 The wave filter capacitors shall be earthed with 95mm² PVC insulated copper cables to the DC earth leakage system.
- 20.11 The wave filter equipment shall be housed in a separate explosion proof room or cubicle.

21.0 3kV DC POSITIVE ISOLATOR

- 21.1 The contractor shall supply and install the 3kV DC positive isolator in accordance with Transnet Freight Rail's specification BBB 4724.
- 21.2 The DC positive isolator metal cubicle/housing shall be insulated from the substation floor.

22.0 CONTROL PANELS

- 22.1 The contractor shall supply and install the AC primary circuit breaker control panel and the AC/DC distribution panel in accordance with Transnet Freight Rail's specification BBB 2721.

22.2 The control panels shall be insulated from the substation floor.

ELECTRONIC EQUIPMENT

22.3 The tenderer must be aware that high voltage surges and transient voltages can be induced in low voltage and control wiring due to switching and lightning. Special care shall be taken in the design and layout of the equipment to limit these voltages.

22.4 Electronic equipment shall suitably be protected against over voltages, surges and transients. Dehn type surge protection units or equivalent shall be used. Liberal use of metal oxide varistors is also encouraged.

23.0 BATTERIES

23.1 The contractor shall supply, install and commission a 53 cell 110 Volt Planté lead acid battery bank. The capacity of the battery can either be 100 Ampere hour rating, 200 Ampere hour rating or capacity dependant on the substation requirements.

The standard for the batteries shall be the 10-hour rate at 20°C. The battery shall be capable of delivering a minimum of 10 Amperes for 10 hours.

23.2 Batteries are installed in traction substations for control and protection purposes. The battery is used for the following functions:

- Tripping and closing of primary circuit breakers.
- Supply to protection relays.
- Closing and holding coil supply to DC high speed circuit breakers.
- 110 Volt supply to control panel.

24.0 BATTERY CHARGER

24.1 The contractor shall supply and install the battery charger in accordance with Transnet Freight Rail's specification BBB 2502.

24.2 The battery charger shall be insulated from the substation floor by means of "Marley" or "Lino" floor covering not less than 2mm thickness.

25.0 TRACK FEEDER HIGH SPEED CIRCUIT BREAKERS

25.1 The successful tenderer shall supply and install the required 3kV DC high speed circuit breakers in accordance with Transnet Freight Rail's specification CEE.0099 as well as with the following additional requirements:

25.2 The high-speed circuit breakers shall be of the conventional truck mounted type as commonly used by Transnet Freight Rail in the 3kV DC traction substations.

25.3 High-speed circuit breakers shall be fitted with an automatic reclosing feature, which provides for 1 (one) reclosure at 20 to 35 seconds interval. Refer to drawings CEE-TBP-35. "Connection diagram for the high speed circuit breaker and electronic control relay".
CEE-TBP-39. "Circuit diagram for auto reclosure for the high speed circuit breaker.

25.4 Transnet Freight Rail shall provide the auto reclosure relays. The relays shall be wired by the contractor in accordance with the requirements of clause 25.3.

25.5 The high speed circuit breakers shall be complete in all respects. This shall include housings, rack out trucks, base rails, main and auxiliary contacts and flapper gear and any other fittings or equipment required for the correct operation of the high-speed circuit breakers.

25.6 The high-speed circuit breakers shall be racked into breaker cells, each having two fixed contacts mounted at the rear of the breaker cell. One contact is connected to the substation positive busbar and the other to a wall bushing mounted in the building outer wall.

25.7 All other items of material such as cell slabs, main busbars, earthing connections, wall bushing plates or blanking-off plates, control cables etc, shall be included in the tenderer's offer.

25.8 Transnet Freight Rail shall provide details of the wall plate frame and standard cell slabs where applicable.

- 25.9 Where access is possible to the rear of the high-speed circuit breakers (busbar chamber) access barriers shall be installed.
- 25.9.1 The barriers shall be fixed to angle iron frames with fasteners which only be removed with tools. Warning signs shall be fitted to the barriers.

26.0 MODULAR TYPE STEEL HOUSED HIGH SPEED CIRCUIT BREAKERS

- 26.1 Where tenderers offer modular type high-speed circuit breakers they shall submit full information, construction and dimensional drawings with their offer.
- 26.2 Transnet Freight Rail specification CEE.0227 shall be used as a guideline.
- 26.3 The tenderers must be fully aware that the requirements of Transnet Freight Rail's specification CEE.0099 are relevant.
- 26.4 Transnet Freight Rail reserves the right to accept or reject offers for equipment after consultation with tenderers. Transnet Freight Rail's Senior Engineer, Technology Management, shall approve all designs.
- 26.5 The modular type steel housings shall be insulated from the substation floor.

27.0 REGENERATIVE HIGH SPEED CIRCUIT BREAKER

- 27.1 At certain substations Transnet Freight Rail will require 3kV DC regenerative braking energy absorption equipment. If required the successful contractor shall supply the high speed circuit breaker for the protection of the regenerative braking equipment in accordance with Transnet Freight Rail's specification CEE.0099.

28.0 3kV DC UNDERVOLTAGE RELAY

- 28.1 The contractor shall supply and install a 3kV DC under-voltage relay with a high voltage potential divider in accordance with Transnet Freight Rail Specification BBB 3005 and shall provide the following:
- 28.2 Fibre optic technology must be used to provide galvanic isolation between the potential divider and the undervoltage relay.
- 28.3 The potential divider shall be mounted in the 3kV busbar chamber or in the high voltage compartment of the positive isolator cubicle in accordance with Transnet Freight Rail's Specification BBB 4724.
- 28.4 The potential divider shall be protected by an H.R.C fuse connected between the positive side of the 3kV DC supply and the input of the potential divider.
- 28.5 Insulation clearance shall be not less than 100mm. All normally live equipment on the potential divider shall withstand a test voltage of 10,5kV AC RMS 50 Hz for one minute to earth without breakdown.
- 28.6 If the undervoltage relay is wall mounted, an engraved warning label shall be fixed to the front of the undervoltage relay panel with the following warning:

WARNING

THE POSITIVE BUSBAR MUST BE ISOLATED AND EARTHED BEFORE WORK IS UNDERTAKEN ON THE UNDERVOLTAGE RELAY

- 28.7 The following connections shall consist of 95mm² cross-sectional area copper or copper equivalent conductors.
- Potential divider to negative busbar.
 - Resistor base plate to DC earth leakage busbar.
 - Relay metal case to DC earth leakage busbar.

SECTION 3: INSTALLATION**SUBSTATION EARTHING****29.0 INDOOR EARTHING****(REFER TO DRAWING CEE-TBD-0007)**

The successful contractor shall supply, install and comply with the following:

- 29.1. The supply and installation in the substation building of all earthing conductors for the earthing of all metal work which includes supporting frames, control panels, battery charger, positive isolator panel, track breaker cells, rectifier bay screens, chequer plates and metal bases of insulators mounted directly on the walls or floor etc.
- 29.2. The frames and bases of all items associated with the 3kV DC including the track feeder wall plates, shall be connected through the DC earth leakage relay to the negative busbar in accordance with Transnet Freight Rail's drawing CEE-TBD-0007.
- 29.3. The DC earth leakage relay and the installation thereof shall comply with the requirements specified in clause 8.6 of Transnet Freight Rail's specification BBB2721.
- 29.4. Earthing conductors which could be subjected to 3 kV DC faults caused by insulation breakdown, etc., shall be not less than 70mm² copper strap cross-sectional area or 95mm cross-sectional area PVC insulated stranded copper cable. Other earth conductors must have a minimum of 16mm² copper cross-sectional area.
- 29.5. The earthing system for the 3kV DC positive busbar chamber shall be supplied by the successful tenderer. The design of the system shall be in conjunction with Transnet Freight Rail staff.
- 29.6. The successful tenderer shall supply the portable earthing device and cables according to Transnet Freight Rail's requirements.
- 29.7. All connections to the DC earth leakage relay shall form part of a ring circuit for safety when part of the circuit is disconnected. Refer to drawing CEE-TBD-0007.
- 29.8. The earth conductors shall not be installed in such a manner as to bridge out the earth leakage relay.
- 29.9. The resistance between the DC earth leakage busbar and the substation main earth electrode/mat shall be not less than 25 ohms.
- 29.10. Holding-down bolts grouted in the floor shall not be in direct contact with reinforcing or in with the earth under the concrete floor in the substation.
- 29.11. Where mounting bolts are used for securing electrical equipment to the floor, these bolts must be insulated to prevent electrical contact with any reinforcing or floor.
- 29.11.1 The indoor substation equipment shall be earthed in groups as shown in Transnet Freight Rail's drawing CEE-TBD-0007.

30.0 OUTDOOR EARTHING**(DRAWING NO CEE-TBD-7 AND BBB 3620)**

The successful tenderer shall supply, install and comply with the following:

- 30.1 Outdoor yard earthing which includes earth spikes, trench earths, earth connections to the support steel structures and fence posts. The material used shall comply with Transnet Freight Rail's specification BBB 3059 and drawing BBB3620.
- 30.2 A rail-earth switch mounted on the gate that provides access to the outdoor yard and where applicable to the 3kV DC overhead feeder security area and provides all connections thereto.
- 30.3 In Transnet Freight Rail switchyards where the supply from the Electrical Utility is terminated on portal structures or where a flying busbar is provided the contractor shall earth these structures.
- 30.3.1 Install two 50mm² galvanised steel earth conductors, one each between the outside portal structure or flying busbar support and the gable of the substation building.

- 30.3.2 The earth conductor shall be suitably terminated and connected to the portal or flying busbar structures. A suitable bracket shall be supplied and mounted on the gable of the substation building. The earth conductors shall directly be terminated on the bracket and connected to the main earth electrode/mat.

Insulating of structures and electrical equipment.

- 30.3.3 The tenderer shall make provision for the insulating of the support steel structures for i.e. the primary circuit breaker, main current transformers and any other structure that is connected to the AC earth leakage system from the concrete foundation.
- 30.3.3.1 The insulating material shall be either the same material used for the insulating of the mast bases for the overhead track equipment or other insulating material that has been approved by Technology Management.
- 30.4. The tenderer shall make provision for the insulating of the base of the main traction transformer from the concrete plinth. Malthoid or any other approved insulation shall be used.

31.0 INTERLOCKING

GENERAL

- 31.1 The equipment for each substation shall include a mechanical interlocking system; preferably the "Castell" or other approved key type. Full details of the type offered instead of the "Castell" type shall be submitted with the tender.
- 31.2 The mechanical interlocking system must be designed to prevent access to the high voltage equipment whilst "live" and ensure that switching and isolating operations are carried out in the correct sequence.
- 31.3 All equipment shall be delivered with the necessary interlocks fitted.
- 31.4 It shall not be possible to operate the locks and release the keys in any but the correct sequence or in any position of the switches or gates, other than the fully "closed" or fully "open" position, as the case may be.
- 31.5 When a unit is switched to local condition and isolated, no remote switching from the control office shall be possible. Tenderers shall furnish full explanatory details of the arrangement whereby the foregoing provisions are met.
- 31.6 The track feeder breakers shall remain closed throughout the isolation procedure.

32.0 ISOLATING PROCEDURE

Sequence to isolate a single unit substation rectifier unit.

- 32.1 Trip high voltage AC circuit breaker.
- 32.2 Open high voltage AC disconnecting switch-key "1" released.
- 32.3 Remove key "1"- AC disconnecting switch locked in open and earthed position.
- 32.4 Use key "1" to operate auxiliary supply's three phase isolating and earthing switch - key "1" trapped - key "2" released.
- 32.5 Use key "2" to unlock DC positive isolating and earthing switch.
- 32.6 Open DC positive isolating and earthing - key "2" trapped - key "3" released. Remove key "3". DC positive isolating and earthing switch locked in open position.
- 32.7 Use key "3" to open rectifier unit bay gate (and DC smoothing reactor screen if required).
- 32.8 If a number of keys are required to open the rectifier cubicles, a key exchange system may be used.
- 32.9 Procedure is reversed to switch the rectifier unit back on load.
- 32.10 The number indicated for the keys are for single unit substations only. Where there are two units in one substation the numbers of keys for the two units shall be A1 and B1, A2, and B2, etc. It shall not be possible to exchange keys between any equipment on different units.

- 32.11 The foregoing sequence is given as a guide and may be altered to suit tenderer's equipment. The design shall be approved by Transnet Freight Rail.
- 32.12 Where the wave filter equipment is not located in the rectifier bay, the access to the equipment shall be mechanically interlocked and form part of the interlocking procedure.
- 32.13 Access to the wave filter shall only be possible once the positive isolator is earthed and the primary circuit breaker is tripped. Refer to clause 20.8
- 32.14 Any deviation from the above guideline must be approved by Transnet Freight Rail.
- 33.0 INDOOR CABLING, BUSBARS AND ASSOCIATED EQUIPMENT**
- The contractor shall supply and install the following:
- 33.1 All low voltage PVC insulated supply and control cables.
- 33.2 3kV DC copper cables and copper busbars from the Anode wall plate to the rectifier and from the rectifier equipment to the DC positive isolating switches, DC smoothing reactors, and main DC negative busbar. In the event of aluminium (grade 6063) being used the minimum size shall be 50mm x 25mm busbar.
- 33.3 Where required, the supply and fitting of hot dip galvanised anode wall plates in the wall of the substation building, at the rectifier bays. The wall plate galvanising shall comply with SANS 121.
- 33.3.1 Wall plates shall be fitted with wall bushings, one for each phase and the neutral.
- 33.3.2 Designs and drawings of the wall plate arrangement must be submitted for approval after adjudication of the tender.
- 33.4 The interconnecting busbars from the anode wall plate to the rectifier.
- 33.5 The main 3kV DC positive and negative copper busbars. Minimum dimension of busbars shall be 100mm X 10mm copper or 127mm X 12,5mm aluminium (grade 6063) busbar.
- 33.6 The 3kV DC output positive busbar system, which includes high-speed circuit breaker busbars, and where required the outgoing feeder cables between the high speed circuit breaker busbars and wall bushings.
- 33.7 Barriers in accordance with clause 8.0 where exposed busbars exist between the positive isolator and the DC track breaker positive, busbar.
- 33.8 Cables from the DC smoothing reactor or main positive busbar to the wave-filter equipment.
- 33.9 Control cables from the rectifier cubicles to their respective control panels.
- 33.10 Cables from the auxiliary equipment to the substation control panels.
- 33.11 Connections and cabling between control panels.
- 33.12 Cables between the 110V substation battery and the auxiliary DC panel (2 core, minimum 16mm²).
- 33.13 Cables (95mm² stranded copper) to the wave-filter room(s) for rail (negative) and DC earth leakage connections to wave-filter equipment.
- 33.14 Earthing cables (95mm² stranded copper) between the DC earth leakage busbar and substation negative busbar.
- 33.15 Two core 16mm² and multicore 2,5mm² cables between panel and high-speed 3kV DC circuit breakers.
- 33.16 Two core 6mm² cables between the 25A circuit breakers on the DC panel and the Electrical Supply Utility meter room. Make-off and connect at the DC panel only.
- 33.17 All other busbars and cables required for the interconnection of the substation indoor equipment.
- 33.18 Cable glands for the termination of the cables at the control panels and other equipment. Neoprene shrouds shall be fitted over the cable glands.

- 33.19 The maximum current density per square mm for open conductors shall not exceed 1.55 Ampere for copper and 1.0 Ampere for aluminium.
- 33.20 Low voltage cables for indoor use may be unarmoured.
- 33.21 All high voltage cables shall be armoured XLPE insulated and shall comply with SANS 1339 and Transnet Freight Rail specification BBC 0198. All wiring used on the 3kV DC equipment shall have nominal 3kV insulation unless the clearances comply with those laid down in clause 8.9.
- 33.22 All negative connections and terminals associated with high voltage circuits and which are accessible without first having to isolate and earth such high voltage circuits e.g. the main negative busbar, DC earth leakage relay, etc., shall be of 95mm², copper or copper equivalent cross-section. The terminals shall be painted red.
- 33.23 Notwithstanding the above clauses the contractor shall supply and install any other cables, conductors or busbars required for the successful operation of the substation.

33.24.0 BLOCK JOINTS

- 33.24.1 The contractor shall make block joints in the armouring of all the low voltage supply and control cables, which are connected between the indoor control equipment and the outdoor yard equipment.
- 33.24.2 The block joints shall be clearly visible and shall be not less than 200mm from the cable glands terminating at the outdoor equipment.
- 33.24.3 The block joints shall be sealed with a heat shrink covering to prevent the ingress of moisture.

33.25.0 CHEQUER PLATES

- 33.25.1 The contractor shall be responsible for the supply of all metal chequer plates required for covering of cable trenches inside the substation.
- 33.25.2 Earthing studs suitable for the fitting of 95mm² copper cable shall be welded to each chequer plate.

34.0 CABLES, BUSBARS AND CONNECTIONS (OUTDOOR)

The Contractor shall supply and install the following:

- 34.1 The Inter-connections cables or conductors in the High Voltage yard.
- 34.2 The high voltage AC connections which shall be solderless, concentric grip, or other approved solderless type. The connections must have adequate cross-sectional area to suit both electrical and mechanical requirements.
- 34.3 Copper busbars between separately mounted outdoor equipment. The busbars shall incorporate a degree of flexibility to avoid any overstressing of connections due to foundation movement and expansion or contraction.
- 34.4 All negative connections and terminals associated with high voltage circuits and which are accessible without first having to isolate and earth such high voltage circuits e.g. the main negative busbar shall be of 95mm², copper or copper equivalent cross-section. The terminals shall be painted red.
- 34.5 Copper busbars with removable flexible connections or “all aluminium” stranded conductor may be used interconnection conductors between the main traction transformer secondary bushings and the anode wall bushings which are fixed to the anode wall plate of the substation building.
- 34.5.1 Where “all aluminium conductors are to be installed the following sizes and number of conductors shall be installed:
- 2 X 800 mm² “all aluminium” stranded conductor per each phase for 6 MW substations, or 50mm X 25mm aluminium (grade 6063) busbar in accordance to Transnet freight rail drawing BBF1615
 - 2 X 800 mm² “all aluminium” stranded conductor per each phase for 4,5 MW substations, or 50mm X 25mm aluminium (grade 6063) busbar in accordance to Transnet freight rail drawing BBF1615.

- 2 X 500 mm² “all aluminium” stranded conductor per each phase for 3 MW substations, or 50mm X 25mm aluminium (grade 6063) busbar in accordance to Transnet freight rail drawing BBF1615.

- 34.5.2 Where two different conductor material joints are used, the Bi-Metallic plates shall be applied.
- 34.6 Conductors from the high voltage AC line aerial conductors and between the surge arresters, AC disconnecting switch, high voltage AC circuit breaker, current transformers, rectifier transformer and rectifier.
- 34.7 Cables or busbars from the rectifier transformer to the auxiliary transformer.
- 34.7.1 The auxiliary transformer shall be connected directly to the tertiary winding of the traction transformer for new installations or existing installations where tertiary windings are employed on the main traction transformer.
- 34.8 Cable from the auxiliary transformer secondary to the short-circuiting switch.
- 34.9 Control cables from the high voltage AC disconnecter, AC circuit breaker and main and auxiliary transformers to the substation control panels.
- 34.10 A multi-core 4mm² cable between the current transformers and the Electrical Supply Utility meter room. Make-off and connect at the current transformer only.
- 34.11 In the case of the Electrical Supply Utility Tee-supplies a multi-core 4mm² cable between the voltage transformers and the Electrical Supply Utility. The Electrical Supply Utility will do the cable connection.
- 34.12 In the case of the Electrical Supply Utility Duplicate Supplies one multi-core 4mm² cable between Transnet Freight Rail's high voltage AC circuit breaker and the Electrical Supply Utility meter room. (For interlocking Electrical Supply Utility M.O.D's). The cable shall have 10% spare cores.
- 34.13 A multi-core 2,5mm² cable between the tele-control remote terminals on the control panel and the electrical supply utility meter room. (For tele-control of the Electrical Supply Utility equipment). The cable shall have 10% spare cores.
- 34.14 All other cables as specified. e.g. security lighting and alarms.
- 34.15 All control cables, security and alarm cables shall be armoured cables.
- 34.16 Notwithstanding the clauses above the contractor shall be responsible for all cables, busbars and connections required for the successful operation of the 3kV DC traction substation.

35.0 LABELS AND TERMINALS

- 35.1 All labels shall be in English. All lettering shall be white on a black background. Lettering shall be a minimum of 6mm in height.
- 35.2 All labels shall be neatly secured by rivets or screws.
- 35.3 All conductors and cables shall be provided with identification tags at terminals.
- 35.4 All terminals and equipment such as switches and relays shall be suitably numbered according to the substation schematic and wiring diagrams. All terminal blocks and groups of terminal blocks shall be suitably numbered.

36.0 SUBSTATION NEGATIVE RETURN

The substations negative return system which can be in the form of the following:

- Buried XLPE insulated copper cable.
- Rail on sleepers.
- Aerial conductors.

36.1 BURIED XLPE INSULATED COPPER CABLE

- 36.1.1 The contractor shall install 2 x 500mm² single core XLPE copper cables from the substation negative busbar to the negative manhole situated near the railway line.
- 36.1.2 Transnet Freight Rail's staff will undertake the provision of the bare conductors from the negative manhole to track, as well as the rail connections.
- 36.1.3 The negative manhole to drawing CEE-TU-41 is to be supplied and installed by the contractor.
- 36.1.4 The negative return cables shall be laid, in 150mm of soft soil in a trench, at a depth of not less than 1000mm below ground level and spaced not less than 300mm between centres.
- 36.1.5 Where cables are likely to be damaged they shall be protected by concrete slabs. Refer to Transnet Freight Rail specification CEE.0023.
- 36.1.6 The cable route shall be provided with cable warning tape. Refer to Transnet Freight Rail specification CEE.0023.
- 36.1.7 The cable runs shall be marked by cable markers painted signal red. (Stores Item No 9/1503)

36.2 RAIL NEGATIVE RETURN.

- 36.2.1 Where rail is used for the negative return system Transnet Freight Rail shall supply and install the rail from the inside of the substation building to the railway track.
- 36.2.2 The rail shall be insulated from ground by means of concrete sleepers supplied by Transnet Freight Rail.
- 36.2.3 Where the rail enters the substation building it must be insulated from all concrete and brickwork to prevent stray current damage to building reinforcing or other metal. After installation the hole in the wall shall be sealed and made good by Transnet Freight Rail.
- 36.2.4 The rail shall be connected to negative output of the rectifier by means of a suitably rated busbar/cable supplied by the contractor. Transnet Freight Rail will make provision for terminations on the rail.
- 36.2.5 Transnet Freight Rail shall connect the negative return rail to the track by means of PVC insulated steel conductors.

36.3 NEGATIVE FEEDER MONITORING SYSTEM.

- 36.3.1 The contractor shall design supply and install a negative feeder monitoring system in accordance with Transnet Freight Rail specification BBB1843.
- 36.3.2 The negative feeder monitoring system shall be designed to trip the 3 kV DC track breakers in the event of the traction substation negative return circuit becoming open circuited due to cable theft of the negative return cables or other cause of failure of the negative return circuit.

36.4 AERIAL CONDUCTORS

- 36.4.1 Where aluminium conductors are installed; 2 X 800 mm² size for both 4.5 MW and 6 MW shall be used and 2 X 500 mm² for 3 MW substations.
- 36.4.2 Where aerial conductors are used for the negative return, the contractor shall provide the wall plates and wall bushings where required.
- 36.4.3 In the case of aerial conductors used for the negative return, Transnet Freight Rail shall provide the conductors and the installation.

37.0 3kV DC POSITIVE FEEDER CABLES

The positive feeder cables shall be either:

- Buried armoured medium voltage XLPE insulated cable.
- Aerial aluminium conductor

37.1 BURIED XLPE INSULATED CABLE

- 37.1.1 The contractor shall install two single core 6,6kV, 500mm² armoured medium voltage XLPE insulated cables with stranded copper conductors. The cables shall be manufactured with copper tape screen, armour and sheath in accordance with SANS 1339 and Transnet Freight Rail specification BBC 0198. The cables shall run from the high-speed circuit breaker busbar chamber to the associated track switch structure.
- 37.1.2 Tenderers are to allow for making off the cables with suitable terminations. Sufficient length of cable must be left buried at the base of the track switch structure for erection and connection to the track switch. Transnet Freight Rail will do connection to the track switch.
- 37.1.3 The medium voltage cables shall be laid in 150mm of soft soil, in a trench at a depth of not less than 1000mm below ground level and spaced not less than 300mm between centres.
- 37.1.4 Where cables are likely to be damaged they shall be protected by concrete slabs. Refer to Transnet Freight Rail specification CEE.0023.
- 37.1.5 The cable route shall be provided with cable warning tape. Refer to Transnet Freight Rail specification CEE.0023.
- 37.1.6 The cable runs shall be marked by cable markers painted white (Stores Item No 9/1539).
- 37.1.7 Should it be necessary for the cables to pass under the tracks suitable pipes will be installed by Transnet Freight Rail.
- 37.1.8 Where required, the contractor shall supply the necessary wall bushings for positive feeder cables.

37.2 AERIAL CONDUCTOR

- 37.2.1 In the case of aerial conductors used for the positive feeders, Transnet Freight Rail shall make provision for conductors and installation.
- 37.2.2 Where aerial conductors are used for the 3kV DC positive, the contractor shall provide the wall plates and wall bushings.

38.0 TRENCHING FOR OUTDOOR YARD EARTHING CONDUCTORS AND CONTROL CABLES

- 38.1 Before any trenching commences the contractor shall consult with Transnet Freight Rail staff for approval of the routing of the trenches in the outdoor yard.
- 38.2 In existing substation outdoor yards the contractor shall remove the necessary crusher stone in the outdoor yard before any excavation commences. The contractor shall restore the crusher stone after the completion of the work.
- 38.3 Trenching includes all trenches required for the installation of the earthing system and control cables.
- 38.4 The depth of trenches shall not be less than 700 millimetres.
- 38.5 With the installation of new earthing conductors and control cables at existing substations, care must be taken not to damage existing cables in the high voltage outdoor yard during trenching operations.
- 38.6 The Contractor and Transnet Freight Rail staff shall inspect the trenches before and during the installation of the earthing system and control cables.
- 38.7 Before the trenches are closed a representative from Transnet Freight Rail shall inspect the earthing system and other cabling for damage.

39.0 FOUNDATIONS.

- 39.1 The successful tenderer shall be responsible for the design and casting of foundations for the portal and support structures in the traction substation high voltage outdoor yard.
- 39.2 Notwithstanding the supply arrangements (single or double) at any particular substation, tenderers shall clearly understand that all foundations and steelwork to accommodate the supply and to cater for the traction yard are to be provided and erected by the successful tenderer.

- 39.3 Wherever there is a combined traction and 11kV/6,6kV distribution yard, a flying busbar is to be provided in Transnet Freight Rail's yard. All foundations and steelworks required to suit this arrangement, including the erection and earthing thereof shall be included in tenderer's offers.
- 39.4 The foundations in the high voltage outdoor yard shall include the following:
- Voltage Transformers if applicable.
 - Surge arresters.
 - AC disconnectors.
 - Current transformers. (If applicable)
 - Primary circuit breakers.
 - Main traction transformer.
 - Auxiliary transformers.
 - Portal lattice structures as required.
 - Any other foundations as specified.
- 39.5 The successful tenderer shall carry out his own survey in regard to soil types and their load bearing capabilities.
- 39.6 Equipment support foundations shall be finished off 200mm above the finished earth level of the yard. The design must be such as to prevent standing water.
- 39.7 All foundation edges shall be bevelled, and the surfaces must be float finished.
- 39.8 All support foundations shall be at the same level.
- 39.9 The design of the concrete plinth for the main traction transformer shall include a concrete gutter around the perimeter of the plinth to contain any spillage of transformer oil.
- 39.10 Provision shall be made on the plinth for skid rails. The spacing of the rails between centres shall be a minimum of 1meter. Details of the design and load bearing parameters of the skid rail system, plinth and rail shall be submitted to Transnet Freight Rail for approval.
- 39.11 The auxiliary transformer if separate shall be provided with its own concrete plinth with a concrete gutter, or may be installed on the same plinth as the main traction transformer.
- 39.12 The 28-day strength of all concrete used shall be a minimum of 20Mpa.
- 39.13 Hand mixed concrete is not acceptable, it must be mechanically mixed.
- 40.0 SUPPORT STRUCTURES**
- 40.1 The design, supply and installation of all steel structures for the support of equipment and tensioning of conductors shall be the responsibility of the successful tenderer.
- 40.2 Special attention shall be taken for the prevention of corrosion of all metallic parts.
- 40.3 The bases of insulators, studs, bolts, support structures and other parts made of ferrous material associated with the electrical connections outdoors, shall be hot-dip galvanised, in accordance with SANS 121.
- 40.4 Steelwork for outdoor installation in coastal areas, i.e., within 50km of the coast, shall first be hot-dip galvanised in accordance with SANS 121, followed immediately at the galvanising plant by the application of the Sterling paint system in accordance with specification CEE.0045.
- 40.5 Steelwork for outdoor installation in inland areas, i.e., at a distance greater than 50km from the coast, shall be hot-dip galvanised to SANS 121.
- 40.6 All high voltage equipment shall be provided with hot-dipped galvanised support structures or pedestals to provide a minimum clearance of 3,6 m (up to 88kV) or 4,1 m (above 88kV) from the lowest "live" high voltage connection to finished ground level.

40.7	Structural steel shall comply with SANS 1431.
40.8	All welded joints shall be seal welded with no gaps or blowholes.
40.9	All fasteners, nuts and bolts used for the installation of substation steelwork and equipment shall be hot dipped galvanized to prevent corrosion.
41.0	FENCING
41.1	The successful tenderer shall supply and install new perimeter fencing as specified.
41.2	The successful tenderer shall make provision for the levelling of outdoor yard if required.
41.3	The fencing shall be either of the following: <ul style="list-style-type: none"> • Concrete palisade fencing in accordance to drawing CEE-TDF- 0016. • Hot dipped galvanised steel palisade fencing with the minimum requirements of: Height 2,4 metres Size and thickness of pales 40mm x 40mm x 3mm thick. Corner and intermediate posts 100mm x100mm x 3mm. Horizontal cross bars 40mmx5mm.
41.3.1	The successful tenderer shall make provision for the installation of safety barriers in the high voltage yard in accordance with Transnet Freight Rail's requirements. (Refer to Transnet Freight Rail's Engineering instruction S.016)
41.3.2	The successful tenderer shall make provision for a metal barrier screen of 25mm-wire mesh or expanded metal to be constructed around the auxiliary transformer to prevent accidental contact.
41.3.3	The successful tenderer shall cast a concrete apron of 150mm wide x 300mm under the perimeter fences of the substation. The top of the apron shall be a minimum of 100 mm above the ground level.
42.0	GATES
42.1	The contractor shall supply and install two 4.6 metre wide X 2,4 metres minimum height lockable gates in the perimeter fence to allow for: <ul style="list-style-type: none"> • Entrance to substation building and yard. • Entrance to the high voltage outdoor yard adjacent to the main transformer (s).
42.2	The frame of the substation gate shall be 80 x 60 x 5mm
42.3	Where access to the HV outdoor yard is gained between the substation building and perimeter fence, a fence the same height as the perimeter fence shall be installed. A 1000mm wide lockable gate shall form part of the fence.
42.4	Provision must be made for the fitting of a spark gaps and rail earth switch on the HV yard small gate. Refer to drawings CEE-TBD-7 and BBB3620. The spark gaps shall be provided by Transnet Freight Rail on request.
42.5	Where steel palisade fencing is used the gates shall be connected to the fence support post by means of a flexible connection to prevent electrolytic corrosion of gate hinges.
42.6	Warning notices and danger signs in accordance with Transnet Freight Rail's Electrical Safety Instructions shall be fitted to the perimeter fencing and gates. This shall be provided by Transnet Freight Rail.
43.0	CRUSHER STONE AND WEED KILLER
43.1	After completion of construction, installation of equipment, the laying of all cables and earthing conductors, a suitable weed killer approved by the Technical Officer shall be applied in HV outdoor yard.
43.2	Great care shall be exercised to avoid contaminating private property and water supplies.
43.3	After treatment with the weed killer, a 100mm layer of 25mm crusher stone shall be laid over the whole area of the Transnet Freight Rail high voltage outdoor yard (within the apron).

44.0 PAINTING

44.1 All indoor and outdoor steelwork, metal screens and barriers shall be painted in accordance with Transnet Freight Rail's Specification CEE.0045.

44.2 The finishing coats for indoor equipment shall be in accordance with SANS 1091.

Metal Bay Screens - Eau-de-Nil (H43).

Support frameworks (indoor) - Eau-de-Nil (H43).

45.0 DISTRIBUTION, LIGHTING OF SUBSTATION BUILDING AND STANDBY 400V AUXILIARY SUPPLIES

45.1 The successful tenderer shall supply and install all light fittings, plugs, conduits, distribution boards, switches, cables and other material in accordance with SANS 10142-1. Galvanised, alternatively PVC conduit and galvanised fittings shall be provided at all substations within 50km of the coast.

45.2 The contractor shall furnish a certificate of compliance for the 400V/220V AC distribution and lighting of the traction substation signed by the accredited person in terms of SANS 10142-1 and who is registered with "Electrical Contracting Board".

45.3 Complete Layout drawing showing the position/type of light fittings, position of plugs, distribution board and switches to be submitted to Transnet Freight Rail for approval.

45.4 220V AC fluorescent light fittings shall be provided. The minimum lighting requirement shall be 100 lux in terms of the "Occupational Health and Safety Act".

11KV / 6,6KV TO 400V AUXILIARY SUPPLY AND CHANGE OVER SYSTEM.

45.5 Where specified a 11kV/6,6kV to 400V distribution transformer will be installed to supply the traction substation in the event of substation failure or when the substation is taken off load.

45.5.1 The 3 phase 400V supply from the above transformer shall be connected to the control circuitry via a automatic change over switching system.

45.5.2 The change over switching system shall be mechanically and electrically interlocked.

45.5.3 Transnet Freight Rail shall supply and install a suitably rated 4core armoured cable from the 11kV/6,6kV to 400V distribution transformer to the change over switching unit.

45.5.4 A 1:1 ratio isolation transformer shall be installed between the 11kV/6.6kV to 400V distribution transformer and change over switching system.

45.5.5 The isolation transformer shall comply with specification BBC 0330.

45.5.6 The successful tenderer shall supply the isolation transformer unless otherwise specified.

EMERGENCY LIGHTING.

45.6 Fluorescent light fittings with its own battery back up supply shall be supplied for emergency lighting.

45.6.1 A minimum of three fittings shall be installed in a single unit substation and four in a double unit substation.

45.6.2 The light fittings shall be installed at the following locations:

- In single unit substations two in the main walkway between the control panels and rectifier unit. One flameproof fitting in the battery room
- In a double unit substation three in the main walkway and one flameproof fitting in the battery room.
- In additional locations where requested by the Project Manager/Engineer.

45.6.3 The light switch shall be clearly labelled "EMERGENCY LIGHTNING".

MOULDED CASE CIRCUIT BREAKERS

- 45.7 All low voltage circuits and equipment shall be protected by moulded case circuit breakers, which comply with specification SANS 156.
- SECURITY LIGHTS**
- 45.8 Where outdoor security lights are specified 400W high-pressure sodium fittings shall be installed at locations specified by the "Scope of Work".
- 46.0 COOLING AND VENTILATION**
- 46.1 Where specified, 3 phase cooling fans shall be supplied and installed in the substation building.
- 46.2 The required filters, louvres and guards shall be provided and installed.
- 47.0 BATTERY ROOM**
- 47.1 A three/single phase non-sparking extraction fan shall be installed for the battery room.
- 47.2 Only Ex non-sparking light fittings shall be installed in the battery room.
- 47.3 Light switches and plug sockets shall not be installed in the battery room.
- 47.4 No-smoking, naked flames and hand protection warning signs shall be fitted to the battery room doors.
- 47.5 A wooden stand treated with acid proof paint shall be provided for the batteries.
- 47.6 A hydrometer and logbook shall be supplied by the contractor for each installation.
- 47.7 The floor of the battery room shall be painted with acid proof paint.
- 48.0 CLEARING OF SITE**
- 48.1 All rubble which is left over as a direct result of work performed by the Contractor shall be removed from the substation building and yard and disposed of by the Contractor. The substation floors and walls shall be left in a clean condition. All cable, wire and conductor cut-offs and surplus material shall be removed from site.
- SECTION 4: SITE TESTING AND COMMISSIONING**
- 49.0 SITE TESTS AND COMMISSIONING**
- The successful tenderer shall be responsible for carrying out on-site tests and commissioning of all equipment supplied and installed in terms of this specification and the contractual agreement.
- 49.1 ON-SITE TESTS**
- 49.1.1 Functional on-site tests shall be conducted on all items of equipment, circuitry and interlocking to prove the proper functioning and installation thereof.
- 49.1.2 The successful tenderer shall submit a detailed list of on-site tests for the approval of the Project Manager/Engineer at least six weeks before tests are due to commence at the first substation.
- 49.1.3 The successful tenderer shall arrange for the Project Manager/Engineer or his representative to be present to witness the on-site tests at each substation.
- 49.1.4 On-site tests and subsequent commissioning shall not commence until all construction work has been completed. Construction staff, material and equipment shall be removed from site prior to the commencement of testing. Testing and commissioning of the substation equipment will not be allowed to take place in a construction site environment.
- 49.1.5 On-site tests shall include the following;
- Polarity tests on all CT's.
 - Ratio tests on all CT's.
 - Magnetising current of all CT's.
 - Secondary injection of all relays.
 - Trip testing, all relays must be checked for correct operation.

- The functionality of all electrical circuitry must be tested.
- The operation of both mechanical and electrical interlocking.
- Tests on primary circuit breakers and other primary equipment in accordance with manufacturer's instructions.

- 49.1.6 At the completion of the on-site tests the Project Manager/Engineer or his representative, shall either sign the test sheets (supplied by the successful tenderer) as having witnessed the satisfactory completion thereof, or hand to the successful tenderer a list of defects requiring rectification.
- 49.1.7 Upon rectification of defects the successful tenderer shall arrange for the Project manager/Engineer or his representative to certify satisfactory completion of on-site tests for that particular substation.
- 49.1.8 Acceptance by the Project Manager/Engineer of satisfactory completion of on-site tests in no way relieves the contractor of his obligation to rectify defects which may have been overlooked or become evident at a later stage.

49.2 COMMISSIONING OF EQUIPMENT

- 49.2.1 Commissioning will include the energising of equipment from the AC disconnects to the OHTE track feeder switches. The successful tenderer must prove the satisfactory operation of all equipment under live conditions.
- 49.2.2 On completion of commissioning the successful tenderer will hand the substation over to the Project Manager/Engineer in terms of the relevant instructions.
- 49.2.3 Tenderers shall allow a period of at least three days per substation between satisfactory completion of on-site tests and commissioning of equipment.
- 49.2.4 During this period the Transnet Freight Rail's Test staff will test the operation of all protective relays and circuits and set the protection relays at each substation.
- 49.2.5 The contractor shall rectify any faults found during the testing and setting of the protection relays.
- 49.2.6 The final testing of the substation must commence at least three days ahead of the contract completion date.
- 49.2.7 The commissioning of the protection equipment by Transnet Freight Rail will in no way absolve the successful tenderer from any of his responsibilities during the guarantee period. It is the successful tenderers responsibility to satisfy himself that the commissioning of the protection equipment has been carried out in a satisfactory manner and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 49.2.8 The commissioning dates for the substations will be dependent on the availability of power supplies from the supply utility as well as Transnet Freight Rail's electrification program and will be defined by the Project Manager/Engineer.

50.0 SECTION 5: GENERAL QUALITY ASSURANCE

- 50.1 Transnet Freight Rail reserves the right to carry out inspection and tests on the equipment at the works of the supplier/manufacturer.
- 50.2 Arrangements must be made timeously for such inspections and type/routine tests in accordance with the equipment specifications are carried out before delivery of the equipment to the site.

- 50.3 Type/routine test sheets of the equipment shall be forwarded to the Project Manager.

51.0 GUARANTEE AND DEFECTS

- 51.1 The contractor shall guarantee the satisfactory operation of the complete electrical installation supplied and installed by him and accept liability for maker's defects, which may appear in design, materials and workmanship.
- 51.2 The guarantee period shall commence from the date of successful commissioning of the substation.
- 51.3 The guarantee period for all substations shall expire after a period of 12 months commencing from the date of successful completion of the contract or the date the equipment is handed over to Transnet Freight Rail whichever is the later.

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

51.5 The cost of training shall be included in the tenderers quotation.

52.0 DRAWINGS, INSTRUCTION MANUALS AND SPARES LISTS

52.1 Drawings, instruction manuals and catalogues shall be supplied in accordance with Transnet Freight Rail specification CEE.0224.

52.2 The tenderer shall supply three copies of an instruction/maintenance manuals, schematic and wiring diagram.

52.3 The contractor shall submit details of spares required in accordance with Transnet Freight Rail's specification no. CEE.0224.

52.4 All spares recommended for normal maintenance purposes that are not available locally (requires importation) must be highlighted.

53.0 SPECIAL TOOLS AND/OR SERVICING AIDS

Special tools or servicing aids necessary for the efficient maintenance, repair or calibration of the equipment shall be quoted for separately.

54.0 TRAINING

54.1 The contractor shall submit details with the tender of the training courses which will be conducted by the contractor for the training of Transnet Freight Rail maintenance staff in the operation and maintenance of the equipment supplied. The courses shall include theoretical as well as practical tuition. The date and venue of this training course shall be arranged with the Maintenance manager.

55.0 PACKAGING AND TRANSPORT.

55.1 The contractor shall ensure that the equipment be packed in such a manner that it will be protected during handling and transport.

55.2 The contractor shall provide transport for the delivery of the equipment to the site where required.

56.0 BIBLIOGRAPHY

[1] SANS 1019: 2008 Edition 2.5 Standard voltages, currents and insulation levels for electricity supply

APPENDIX 1: LIST OF RELEVANT DRAWINGS
DRAWINGS ISSUED WITH THIS SPECIFICATION

DRAWING NUMBER	DESCRIPTION.
CEE-TDF-0016	Concrete fencing
CEE-TBD-7	Earthing Arrangements Traction Substations.
CEE-TU-41	Negative Return Cable Terminating Box.
CEE-TCK-1	Reactor 1,84mH, 1 500 A. (For reference purposes only)
CEE-TBP-1	Wiring diagram for auto reclosure for HSCB.
CEE-TBP-39	Circuit diagram for auto reclosure for HSCB
CEE-TBP-35	Connection diagram for HSCB and electronic control relay
CEE-TBP-38	Schematic Diagram of 3kV HV Protection.
CEE-TCL-63	3kV Busbar Chamber Arrangement: Cable Feeders.
CEE-TCQ-208	DC High Speed Circuit Breaker Cell Panel (Cell slabs) (sheets 1 to 10)
CEE-TBP-33	DC Track Breaker and Truck Wiring Diagram.
BBB 0938	Surge arresters mounted on traction transformer.
BBB 3620	3kV Earthing arrangement for traction substation
BBF 1615	Busbar connection assembly

GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

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

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

6 VALIDITY PERIOD

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the **delegated individual (BEC chairperson)**, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

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

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

Prices which are quoted subject to confirmation will not be considered.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or

points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 DELETION OF ITEMS EXCLUDED FROM BID

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

29 VALUE-ADDED TAX

29.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

29.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

30.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

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

30.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

31.2 Delivery Period

a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

b) Progress Reports

The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period,

Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

32.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

32.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

32.4 Foreign specifications

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
 - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
 - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

34 DATABASE OF RESTRICTED SUPPLIERS

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

35 CONFLICT WITH ISSUED RFX DOCUMENT

- 35.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 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 Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier 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 Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier 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 BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid 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 bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 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 Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS

- 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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder 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 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 supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid 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) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
 - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX 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 Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder / Supplier;
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
- g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

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 bidding / 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 bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

- 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 Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 restriction 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 supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid 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 bidding 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 Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers 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.

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NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 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 Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 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 Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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