



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

## REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER: BLE/51736

**SUPPLY, INSTALLATION AND COMMISSIONING OF SF6 GAS CIRCUIT BREAKER, 66 KV CURRENT TRANSFORMERS AND 66KV LIGHTNING ARRESTORS AT 3KV DC AT ALMERIA SUB-STATION.**

ISSUE DATE : 14 MAY 2012  
CLOSING DATE : 06 JUNE 2012  
CLOSING TIME : 10H00

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



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**SCHEDULE OF DOCUMENTS**

**Section**

- 1. Notice to Bidders**
- 2. Project Specification**
- 3. Quotation form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFQ Documents**
- 6. Service fees and Costs**
- 7. Certificate of attendance of Briefing Session**

**Annexures:**

Supplier Declaration Form

CEE.0045: Painting of steel Components of Electrical Equipment.

CEE.0183.2002: Hot dip galvanising and painting of electrical equipment.

CEE.0012.2002 Method of Tendering.

CEE.TBD 0007 Earthing arrangements traction substations.

IEC 51 Electrical measuring instruments

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

SABS 1507 Electric cables with extruded solid dielectric insulation for fixed installations.



BBB1267 Version 10	Specification for SF6 outdoor high voltage circuit breaker.
BBB0936 Version 2	Specification for post type current transformers.
CEE. 0023.90	Specification for installation of cables.
CEE. 0057.85	Specification for the supply of cables.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 1

RFQ NUMBER: BLE/51736

### SUPPLY, INSTALLATION AND COMMISSIONING OF SF6 GAS CIRCUIT BREAKER, 66 KV CURRENT TRANSFORMERS AND 66KV LIGHTNING ARRESTORS AT 3KV DC AT ALMERIA SUB-STATION.

#### NOTICE TO BIDDERS

1. Quotations are requested from selected persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement(s) to TRANSNET.

On or after 14 May 2012 the RFQ documents may be inspected at, and are obtainable from the office of the Local Acquisition Council Room 6/31, 6<sup>th</sup> floor, Transnet Park Building, Modderdam Street, Bellville.

Any additional information or clarification will be faxed or emailed to all potential Respondents, if necessary.

OR

~~Quotations are requested from selected persons, companies, close corporations or enterprises (herein after referred to as the "**Respondent(s)**") to supply the above mentioned requirement(s) to TRANSNET.~~

~~On or after 2012, the RFQ documents may be inspected at, and are obtainable from the office of .....  
Room \_\_\_\_\_, \_\_\_\_\_ floor, \_\_\_\_\_ Building, \_\_\_\_\_ Street, \_\_\_\_\_ (City/Town)), on payment of an amount of R \_\_\_\_\_ (Bank guaranteed cheques or cash only) per set.~~

~~NOTE 1.1 This amount is not refundable. RFQ documents will only be available until \_\_\_\_\_ on \_\_\_\_\_ 2012.~~

~~1.2: No RFQ documents will be sold after the \_\_\_\_\_ deadline indicated above.~~

2. A formal briefing session be held but should Respondents have specific queries they should email these to the TRANSNET employee(s) indicated below:

Name : Tamara Dlamini (021) 940 3831

Division : Transnet Freight Rail – Supply Chain Services

Email : [Tamara.Dlamini@transnet.net](mailto:Tamara.Dlamini@transnet.net)

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



A compulsory Quotation briefing session will be conducted at Infra offices, Caledon West Street in Bellville on the 22 May 2012, at 09h00 for a period of  $\pm$  1 hour. **(Respondent to provide own transportation and accommodation).**

Respondents failing to attend the compulsory briefing session will be disqualified.

**The briefing session will start punctually at 09h00 and Respondents arriving late will not be accommodated.**

**Site inspection: Viewing of the actual site will be discussed at the Briefing Session.**

For specific queries before the closing of the RFQ, the following Transnet Freight Rail's employee(s) may be contacted by email only:

Name : Moeketsi Mokgatla (021) 940 / 083 380 8250  
Division : Transnet Freight Rail  
Email : [Moeketsi.Mokgatla@transnet.net](mailto:Moeketsi.Mokgatla@transnet.net)

3. Quotations must reach the offices of Supply Chain Services, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

<b>RFQ No</b>	<b>: BLE/51736</b>
<b>Description</b>	<b>: Supply, install and commission 66kv gas circuit breaker, current transformer and lightning arrestors.</b>
<b>Closing date and time</b>	<b>: 06 June 2012 at 10h00</b>
<b>Closing address (refer options paragraph 4 below)</b>	

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to the Secretary, Transnet Freight Rail Acquisition Council, PO Box 2986 Bellville 7535 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the Transnet Freight Rail tender box which is located at the main entrance, Foyer of this building at ground Floor between 07:30 and 16:00, Mondays to Fridays and should be addressed as follows:

<b>SECRETARIAT ACQUISITION COUNCIL</b> <b>Transnet Park</b> <b>Ground Floor</b> <b>Modderdam Road</b> <b>BELLVILLE</b>
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- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Secretary, Local Acquisition Council and a signature obtained from that Office.

**SECRETARIAT ACQUISITION COUNCIL**  
**Transnet Park**  
**Ground Floor**  
**Modderdam Road**  
**BELLVILLE**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes. **Tender number and description must be written outside the envelope.**

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 06 June 2012.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO TENDER PRICES) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

**BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

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

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Respondent's Signature

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Date and Company Stamp



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

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

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2010, as from 1 August 2010, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2012 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest codes (i.e. those promulgated on 9 February 2007).**

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2010, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2010.

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

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
  - Rating level based on all 7 (seven) elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
  - Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
  - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
  - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

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



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

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

R.....

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

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

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

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

**12.5** The respondent will provide Transnet with its DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

**DTI BBBEE UNIQUE PROFILE NUMBER:**

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

**12. COMMUNICATION**

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of TRANSNET in respect of this RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing





date of the RFQ, communicate with the Secretary of the Western Region Acquisition Council, at telephone no. 021 940 3831 or fax no. 011 774 9813 on any matter relating to its RFQ response.

13. **RFQ SCHEDULE**

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives at a location to be agreed.

14. **INSTRUCTIONS FOR COMPLETING THE RFQ**

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy.
- (ii) Documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
  - Respondent's latest audited financial statements;
  - Respondent's valid Tax Clearance Certificate.

15. **COMPLIANCE**

The successful Respondent (hereinafter referred to as the "**Supplier**") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

16. **ADDITIONAL NOTES:**

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.

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

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Respondent's Signature

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Date and Company Stamp



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

**17. DISCLAIMERS**

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

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

Kindly note that TRANSNET will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

**18. Any QUOTATION submitted by a Respondent is subject to review and negotiation of the proposed contract by TRANSNET's Legal Counsel.**

NAME OF RESPONDENT .....

PHYSICAL ADDRESS .....

.....

Respondent's contact person:

Name.....

Designation.....

Telephone.....

Cellphone.....

Facsimile.....

Email.....

Respondent's Signature

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Date and Company Stamp



**TRANSNET urges its clients, suppliers and the general public  
to report any fraud or corruption  
on the part of TRANSNET's employees to  
TIP-OFFS ANONYMOUS : 0800 003 056**

### **SUBSTANCE ABUSE TESTING**

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

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Respondent's Signature

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Date and Company Stamp



## SECTION 2

RFQ NUMBER: BLE/51736

### SUPPLY, INSTALLATION AND COMMISSIONING OF SF6 GAS CIRCUIT BREAKER, 66 KV CURRENT TRANSFORMERS AND 66KV LIGHTNING ARRESTORS AT 3KV DC AT ALMERIA SUB-STATION.

#### 1. SPECIAL CONDITIONS

##### 1.1 Sufficiency of Tender

- 1.1.1 Tenderers shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. This document shall be used by Tenderers to elaborate on their response to a clause.
- 1.1.2 Where equipment offered does not comply with standards or publications referred to in any of the specifications, tenderers shall state which standards of specifications apply and submit a copy of the applicable specification and or standard in English.
- 1.1.3 Any drawings and information required by Transnet but not included in the specification shall be furnished on request.
- 1.1.4 All relevant information of the material used for the installation shall be submitted with the tender document including the technical specification.
- 1.1.5 Transnet reserves the right to inspect the tenderer's facilities prior to awarding the contract in order to ensure that it is suitable for the type of repair required.
- 1.1.6 The Contractor shall indicate at the tendering stage what steps have been taken to implement a Quality System in terms of ISO 9002 and shall submit such a Quality Plan.
- 1.1.7 The contractor shall guarantee the installed electrical equipment against faulty workmanship for a period of twelve months from the date they were energised.
- 1.1.8 Incomplete tenders will be automatically disqualified.

##### 1.2 Duration of contract

- 1.2.1 The contract will commence within 14 days of acknowledgement of receipt of the notification of acceptance of tender with Transnet Freight Rail.
- 1.2.2 The contract will be completed within 12 weeks of acknowledgement of receipt of the notification of acceptance of tender with Transnet Freight Rail.

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Respondent's Signature

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Date and Company Stamp



### **1.3 Compliance with statutes**

1.3.1. The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Instructions, Acts etc;

- SANS 1019 Standard voltage, current and insulating level for electrical supply
- The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- The Occupational Health and Safety Act (Act 85 of 1993)
- Common law of nuisance.

### **1.4 Maintenance period**

A maintenance period of 6 months after the date of completion of the works will be instituted to ensure that installation works has been properly done. Contractor shall repair any defects within two weeks from the date of such notification of the defect(s).

### **1.5 Retention money**

10% of the total value of the contract will be retained for the maintenance period, until work has been satisfactory completed.

### **1.6 Penalties for late completion**

A penalty fee for late completion of R1500 per calendar day shall be levied.

### **1.7 To be provided by Transnet Freight Rail**

NIL

### **1.8 To be provided by the contractor**

1.8.1 In addition to all labour, water, materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees. No accommodation shall be erected or utilised on Transnet Freight Rail property.

1.8.2 The Contractor shall provide safe and secure storage facilities for all tools, machineries plant equipment brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised.

1.8.3 Persons or animals cannot gain access to such chemicals and equipment. Such storage facilities shall not be on Transnet Freight Rail property.



- 1.8.4 The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area. No persons may stand or walk within 5m of the centre of the track.
- 1.8.5 The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timorously warn all people on the work site of approaching rail traffic.
- 1.8.6 An effective safety procedure to be followed by all personnel on any work site shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

#### **1.9 Schedule of quantities and prices**

- 1.9.1 The quantities in the Schedule of Prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced Schedule (prepared in ink) for the Works.
- 1.9.2 The tenderer shall price each item. If the Contractor has omitted to price any items in the Schedule, the cost of the work included in such items will be held to be included in the price given for preliminary and general.
- 1.9.3 The absence of stated quantities in the Schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.
- 1.9.4 The short descriptions of the items in the Schedule are for identification purposes only. In so far as these documents have any bearing, they shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the Schedule of Prices.

#### **1.10 Site meetings**

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Supervisor or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

#### **1.11 Site books**

- 1.12.1 The Contractor shall provide a site instruction book and a daily diary (both in triplicate) at the site as directed by the Supervisor for the duration of the contract.
- 1.12.2 The site diary book shall be used to record any unusual events during the period of the contract. All delays caused by the Contractor, Transnet Freight Rail employees and due to natural causes shall be recorded. Such delays must be counter-signed by the appointed Supervisor. Other delays caused by the 3<sup>rd</sup> party shall be reported to the Project Manager immediately in writing.



- 1.12.3 The site instruction book shall only be used by the Supervisor or his/her deputy and will be used for the issuing of instructions to the Contractor.
- 1.12.4 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Supervisor or his/her deputy.
- 1.12.5 Upon the completion of the contract, both books are to be handed in to the Supervisor and both become the property of Transnet Freight Rail.

#### **1.12 Information to be provided with tender**

- 1.13.1. The Contractor shall undertake the planning and programming of the entire installation works and shall submit to the Supervisor for approval full particulars thereof with his/her tender.
- 1.13.2. The Schedule of Prices must be completed in full.
- 1.13.3. An undertaking that all equipment will be ready for operation and that the work can commence timelessly, to comply with requirements of the contract.
- 1.13.4. The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the supervisor.

#### **1.13 Damage to fauna and flora**

- 1.14.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be treated for oil contamination.
- 1.14.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage painting and steel components of Electrical Equipment or property, or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals used to treat the oil contaminated yard stones and plinths.
- 1.14.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.
- 1.14.4 The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.
- 1.14.5 Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.
- 1.14.6 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.



- 1.14.7 Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.

#### **1.14 Damage to adjoining property**

The Contractor shall ensure that no damage occurs to adjoining property. He/she shall take all necessary precautions as the work progresses not to damage any structure, equipment, persons or other items on any adjoining property.

#### **1.15 Hours of work**

Hours of work will be limited from Monday to Friday, 08:00 – 16:00. No work shall be performed outside these hours unless prior approval is granted by Transnet Freight Rail.

#### **1.16 Contractual obligation**

- 1.17.1 The Contractor shall provide a provisional Gantt or a similar chart showing proposed work program. The final chart shall be submitted within seven working days of awarding the tender.
- 1.17.2 The Contractor shall supply a triplicate site instruction book. This book shall be used to record any instructions to the Contractor and disputes regarding the quality of work on site. This book will be filled in by the Supervisor or Manager and must be countersigned by the Contractor.
- 1.17.3 The site diary and the site instruction book shall be the property of Transnet and shall be handed over to the Supervisor or Manager on the day of energizing or handing over.
- 1.17.4 Transnet reserves the right to be present during installation and testing and must be timeously advised of the dates of commencement of the installation and testing. Arrangements must be made with the Manager or his designated personnel to perform witness and authorize the tests.
- 1.17.5 Calibration certificates less than 12 months old issued by a recognized authority for all the instruments to conduct tests shall be made available for inspection, if requested by Transnet.
- 1.17.6 The Contractor shall repair any damage resulting from negligence of his or her staff to the substation equipment.
- 1.17.7 No sub-contractor shall be appointed without obtaining prior authority from the Project Manager.

#### **1.17 Safety requirements**

- 1.18.1 The Contractor or his sub-Contractor shall be required to work on site in accordance with Transnet Freight Rail's safety specification E4E of April 1997 and the occupation Health and safety act 85 of 1993.
- 1.18.2 The Contractor shall be required to work under direct supervision of Transnet's appointed Supervisor on site and shall work only in the area, which shall be demarcated by suitable barriers.





- 1.18.3 Transnet shall during the contract have a Supervisor available on site for the necessary isolation of electrical equipment and issuing of work permits.

Substation permit condition shall be determined during site meeting and should be approximately 1-4 weeks.

- 1.18.4 All team members, visitors or casual workers are to be inducted if they do not have a current induction certificate valid for the site.
- 1.18.5 Ensure that safety performance expectations are clearly communicated regularly to the project team.
- 1.18.6 Lengthy discussion of safety performance expectations preferably face-to-face (where possible) shall be held by the Contractor of which Transnet Freight Rail's Project Manager, Safety Rep or Supervisor has the right to be a witness.
- 1.18.7 The Contractor shall produce Health & Safety Plan for the team including all sub-contractors.
- 1.18.8 The Contractor shall list all training requirements for the team for any specific competency and/or awareness training according to various Transnet Freight Rail policies
- 1.18.9 Workers must carry proof of training attended for execution of the works
- 1.18.10 The contractor shall carry out the risk assessment of the work site to identify hazards before work commences
- 1.18.11 Records to be kept in Health and Safety file including sub-contractors:
- i. All safety audits will be discussed and corrective actions monitored
  - ii. All audit results are to be recorded in the site diary
  - iii. Unscheduled visits and "**STOP**" Visits using stop cards shall be conducted by Transnet Freight Rail
  - iv. The Contractor must communicate Safety Critical incidents via Green Areas to the rest of TFR
  - v. The Contractor shall check if assets are safe for operations e.g. Train ops, safe access and exit of buildings etc
  - vi. Review safety performance stats: Incidents, Corrective Action matrix, audits etc.
  - vii. The contractor must supply his own PPE
  - viii. Employees that do not wear the necessary PPE will not be allowed on site.
  - ix. Defective PPE must be reported immediately to the Supervisor.



## 2. PROJECT SPECIFICATIONS

### 2.1 Scope of work

This contract covers the supply, installation and commissioning of SF6 Gas Circuit Breaker, 66 kV current transformers and 66kV lightning arrestors at Almeria 3kV DC substation.

### 2.2 Description of work

- 2.2.1 Strip old Oil circuit breaker.
- 2.2.2 Strip old 66 kV current transformers
- 2.2.3 Supply and install 2 X 66kV current transformers with a ratio of 60/5.
- 2.2.4 Supply and install 3 X lightning ARRESTORS suitable for 66 kV.
- 2.2.5 Supply and install 66 kV SF6 gas circuit breaker (3 poles).
- 2.2.6 Provision must be made for the breaker to be on telecontrol.
- 2.2.7 Supply and install flying busbars from AC disconnects, gas circuit breaker, current transformers, lightning arrestors to main transformer primary bushing.
- 2.2.8 Earthing to all the newly installed equipment should be done to a new earth mat or spike should be installed.
- 2.2.9 The earthing arrangement must be kept separate from the DC traction earthing arrangement.
- 2.2.10 Ballast must be removed before trenching, and trenches must be tamped before replacing the ballast.
- 2.2.11 Supply, install and connect earthing in outdoor yard and earthing of the control panel in the substation.

#### Concrete Foundations.

- 2.2.12 The contractor shall carry out his/her own survey in regard to soil types and their load bearing capabilities.
- 2.2.13 Tenderers must ensure that provision (financial as well as time) for excavation of soil types is allowed for in their tenders.
- 2.2.14 The 28-day strength of all concrete used shall be minimum of 20MPa



- 2.2.15 The contractor shall arrange for sampling and testing of all concrete used, and shall submit full record to the supervisor. Transnet Freight Rail reserves the right to undertake testing of the concrete samples and the contractor shall furnish test cubes if requested by the supervisor
- 2.2.16 Hand mixed concrete is not acceptable, it must be mechanically mixed.
- 2.2.17 The addition of water to a concrete mix reduces the strength of that concrete very significantly and on no account shall water be added to a mix after test cubes have been taken.
- 2.2.18 Equipment support foundation shall be finished off 200mm above the finished earth level of the yard. The design must be such as to prevent standing water.
- 2.2.19 All foundations edges shall be beveled and the surface must be float finished.
- 2.2.20 All support foundations shall be the same level.

#### **Steelwork**

- 2.2.21 The design, supply and installation of all steel structures for the support of equipment and tensioning of conductors shall be the responsibility of the contractor.
- 2.2.22 The manufacture of any steelwork shall not take place prior to the approval of the design drawing by the supervisor
- 2.2.23 Transnet Freight Rail shall inspect the steelwork at the manufacture's works prior to dispatch.
- 2.2.24 All fasteners (nuts & bolts) shall be secured using flat as well as lock washer.

#### **Earthing Layout**

- 2.2.30 The following electrical equipment in the outdoor yard shall be bonded directly to earth mat:
- The support steel structures for the surge arrestors at the Eskom supply side
  - All surge arrestors
- 2.2.25 The material to be utilized shall be 16 mm diameter copper plated earth rods. The rods shall comply with SANS 1063 and shall be electro-plated to minimum thickness of 250 microns  
The length of the rods will be dependant on the application:
- 2.2.26 Earth electrodes (earth spikes). Minimum length of 1.5 meters shall be used.
- 2.2.27 Down conductors, earth tails and interconnecting conductors. Rods of varying length may be used.
- 2.2.28 Copper plated rods shall have the SANS mark of approval and the manufacturers name.



- 2.2.29 For the installation or replacement of the main earth mat/earth electrode, Copper conductor of at least 16 mm diameter shall be buried at least 1,5 meters below the ground. The earth mat shall cover an area of at least 1,5 square meter.
- 2.2.30 The earth mat shall be provided with a test point connection for test purposes. This test shall protrude a minimum of 10 mm above ground level and shall be protected by means of a metal pipe or metal housing
- 2.2.31 The location of earth mat/earth spike shall be as close as possible to the main surge arrestors support structures.
- 2.2.32 For the new installations the contractor shall carry out earthing survey in accordance with the methods as described in specification CEE.0177 or SANS 10199 to determine the type of earthing system required.
- 2.2.33 The contractor shall be required to submit a separate quotation for the survey.
- 2.2.34 For existing substations the contractor shall carry out earth resistance test to establish the condition of the existing earth mat/earth spike and shall replace such earth mat/earth spike where required.
- 2.2.35 Before any trenching commences the contractor shall consult with Transnet staff for approval with regards to the routing of the trenches in the outdoor yard
- 2.2.36 Trenching shall include all trenches required for the installation of the earthing system.
- 2.2.37 The perimeter fence trenching shall be as close as possible to the perimeter fence on the inside of the HV yard.
- 2.2.38 The depth of trenching shall be at least 700 millimeter. Care must be taken not to damage the existing cable in the high voltage outdoor yard during trenching operations.
- 2.2.39 Before the trenches are closed, a representative from Transnet Freight Rail shall inspect the earthing system for damage to earth rods.
- 2.2.40 Earth electrodes shall be driven into the ground at the corners of the outdoor yard and in between the corners.
- 2.2.41 In the case of double unit substation the number of earth electrodes between the corner electrodes shall be determined in consultation with Transnet Freight Rail.
- 2.2.42 The depth of the earth electrodes driven into the ground shall be such that the top of the earth electrodes shall be a minimum of 700 mm below the surface of the ground.
- 2.2.43 The earthing of the support steel structure for the surge arrestors shall be in accordance with Transnet Freight Rail. Drawing BBB 3620.
- 2.2.44 The surge arrestor's base shall be connected directly to earth mat/earth spike.



- 2.2.45 Where surge arrestors are fitted on the main transformer provision shall be made to install earth electrode in close proximity to the transformer. The earth electrode shall be connected directly to the system as shown in drawing BBB 3620.
- 2.2.46 All underground connection which include connections to the earth electrodes, the joints in the copper plated steel rods, connections to the perimeter fence posts, support steel structure and the connection to the new or existing earth mat shall be exothermic welded.
- 2.2.47 Where exothermic welding cannot be carried out, galvanised studs, nuts, tinned cable lugs and any other approved means may be used for the termination of the earthing conductors to the fence post, surge ARRESTORS down leads and other electrical equipment.
- 2.2.48 Exothermic welded joints and steel components exposed to corrosion shall be sealed with a durable waterproofing compound i.e. Bitumen, Denso tape or Noxide.
- 2.2.49 All crimped connections that are above ground level must be filled with an anti-corrosive compound.
- 2.2.50 Where the exothermic welding is carried out on galvanised surface of the support steel structures, the Galvanising must be removed and the surface cleaned. After completion of the exothermic weld, the surface area on the support steel structure where the galvanising was removed shall be treated using zinc-rich-paint which complies with the requirements of SANS 926 and SANS 1391.
- 2.2.51 Exothermic joints shall be hammer tested on recommendation of the manufacture to ensure that the mechanical strength of the joints are adequate. The exothermic weld is tapped by a hammer and by sound it is determined whether the joints are solid or that there voids in the joint.
- 2.2.52 Where two earthing conductors run parallel to each other, exothermic parallel joint shall be installed every 1.5 meter on all straight section between these conductors.
- 2.2.53 The contractor shall replace any copper plated steel rods, damaged during installation.

#### **EXOTHERMIC WELDING.**

- 2.2.54 Only contractors who are certified and accredited by the exothermic welding industry shall be used for the installation

#### **Crusher stones**

- 2.2.55 The contractor shall remove the necessary crusher stone before any excavation commences.
- 2.2.56 The contractor shall restore the crusher stone to its original condition once the installation work has been completed.
- 2.2.57 The contractor shall supply any additional crusher stone required to restore the trenched area to its original condition.

### **2.3 Commissioning of equipment**



- 2.3.1 The Contractor shall test and commission all installed components.
- 2.3.2 The Contractor or his/her representative shall be present and ensure that all his staff have been withdrawn from the HV equipment and warned that it will be treated as 'live' and must endorse the substation logbook to this effect. The Contractor is responsible for his/her safety and that of his/her staff.
- 2.3.3 Protection staff, technical assistant together with the Manager or his assistant shall be on site when the functional tests are conducted. The Protection staff shall sign all the tests sheets acknowledging that he or she has witnessed the tests.
- 2.3.4 The Protection staff or the Manager together with the Contractor shall compile a list of defects. These defects shall be rectified.
- 2.3.5 In cases where the defects will not adversely affect safety and or satisfactory operation of the equipment, both the Contractor and the Manager shall sign the defects lists acknowledging the defects and these may be accepted subject to later rectification. The copy of these defects shall be given to the Contractor or his/her representative.
- 2.3.6 The Manager or his representative shall confirm that electrical protection devices and circuits have been checked and passed by protection staff and the protection settings have been entered into the logbook provided for this purpose.
- 2.3.7 Whenever an installation has been handed over with an undertaking to rectify certain defects, the Contractor and the Manager must ensure that the defects are rectified within 10 days from the date of the handover.
- 2.3.8 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Supervisor and at the cost of the Contractor.
- 2.3.9 If urgent repairs have to be carried out by Transnet 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.
- 2.3.10 On completion of commissioning, the substation equipment shall be handed over by the Contractor to the Manager. This handing over shall be formally in writing.
- 2.3.11 After this handing over, the Contractor must have no access to any substation equipment, except with the permission of the Manager.
- 2.3.12 All redundant/old materials/equipment to be left on site for Transnet Freight Rail to dispose of as it deems fit.
- 2.3.13 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.



- 2.3.14 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 2.3.15 The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period.
- 2.3.16 It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 2.3.17 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

## **2.4 Guarantee and defects**

- 2.4.1 The Contractor shall guarantee the satisfactory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.
- 2.4.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 2.4.3 The guarantee period for these standby plants shall expire after: A period of 12 months commencing on the date of completion of the contract or the date the standby plant was handed over to Transnet Freight Rail.
- 2.4.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.
- 2.4.5 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.
- 2.4.6 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 2.4.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Supervisor and at the cost of the Contractor.
- 2.4.8 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.

## **2.5 Guarantee and inspection**

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





- 2.5.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.
- 2.5.3 The Contractor shall apply 14 days in advance for the date of energizing and ensure that all work is completed before any commissioning can take place.
- 2.5.4 The Contractor shall be responsible to issue a compliance certificate in terms of SANS 0142 for each site before energizing of the equipment shall take place.

## **2.6 Scrap Materials**

- 2.6.1 All redundant/old materials/equipment to be removed from site and transported to TFR Scrap Bank in Salt River

## **3. MEASUREMENTS AND PAYMENT**

- 3.1. Preliminary and general shall be measured and paid for as lump sum. Tendered rates must therefore include labour, site establishment, transport, civil works, preparations and all necessary resources to complete the works.
- 3.2. Supply and installation of busbars from the AC disconnects to gas circuit breakers, current transformers and the transformer bushings shall be paid for per busbar. Tendered rates must therefore include supply, delivery of materials and installation including brackets, clamps, bolts, nuts etc and all necessary resources and works to complete this item.
- 3.3. Supply and installation of lightning arrestors shall be measured and paid for per lightning arrester installed. Tendered rates must therefore include supply, delivery of materials and installation including brackets, clamps, bolts, nuts and all necessary resources and works to complete this item.
- 3.4. Supply and installation of earthing system shall be measured and paid for as lump sum. Tendered rates must therefore include supply, delivery of materials, installation, trenching and laying of earthing cables including brackets, clamps, joints, bolts, nuts etc and all necessary resources to complete this item.
- 3.5. Supply and installation of gas circuit breaker shall be measured and paid for as a lump sum. The tendered rates must therefore include supply, delivery of material and installation including brackets, clamps, bolts and all necessary resources to complete this item.
- 3.6. The installation of current transformers shall be measured and paid for per current transformer. Tendered rates must therefore include supply and delivery of two current transformers and all necessary resource to complete the work.
- 3.7. No payment will be made for rejected work where completed work does not meet the standards specified.
- 3.8. The tenderer must indicate the lead time for all the components to be installed
- 3.10 Testing and commissioning shall be measured and paid as lump sum.





## 1. EXECUTIVE OVERVIEW

The selected service provider(s) will share in the mission and business objectives of TRANSNET. These mutual goals will be met by meeting contract 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:

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

## 2. GENERAL INFORMATION

It is required that all TRANSNET operating divisions will be included in the scope of this Quotation.

The service provider(s) shall be fully responsible to TRANSNET for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

## 3. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 of the General Tender Conditions Form CSS5 (revised August 2008). The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if TRANSNET is requested by the Respondent to effect payment overseas direct to the Respondent's principal/Supplier.

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Respondent's Signature

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Date and Company Stamp



#### 4. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
  - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

**Accepted:**

YES		NO	
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#### 5. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of TRANSNET to reduce the overall cost of transportation within South Africa during the duration of the contract.

**Accepted:**

YES		NO	
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If "yes", please specify.

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Quotation if there is insufficient space available.



<p>.....</p> <p>.....</p> <p>.....</p>
--

**6. RISK**

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to TRANSNET, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:

<p>.....</p> <p>.....</p> <p>.....</p>
--

(ii) continuity of provision of the Service(s):

<p>.....</p> <p>.....</p> <p>.....</p>
--

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993

<p>.....</p> <p>.....</p> <p>.....</p>
--

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**7. REFERENCES**

Please indicate below the company names and contact details of existing customers whom TRANSNET may contact to seek third party evaluations of your current service levels:

Name of Company	Contact Person	Telephone number

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## 8. EVALUATION CRITERIA

TRANSNET will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value TRANSNET's business
- An explicit commitment to continuous improvement initiatives
- Compliance - Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References
- BBBEE status of company
- Letter of Good Standing

Evaluation criteria will be 50:40:10

50 = price

40 = technical evaluation criteria which will focus on the table below

10 = BEE

### TECHNICAL EVALUATION CRITERIA

DESCRIPTION OF QUALITY CRITERIA AND SUB- CRITERIA		MAXIMUM NUMBER OF TENDER POINTS
Clause by clause compliance to all technical specifications	20%	<b>40</b>
Experience / Reference (Fit for purpose)	20%	
Risk / Safety Plan	20%	
Technical capacity resources	20%	
Delivery / completion period	20%	
Total evaluation points for quality		<b>40</b>

Respondent's Signature

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Date and Company Stamp



## SECTION 3

RFQ NUMBER: BLE/51736

**SUPPLY, INSTALLATION AND COMMISSIONING OF SF6 GAS CIRCUIT BREAKER, 66 KV CURRENT TRANSFORMERS AND 66KV LIGHTNING ARRESTORS AT 3KV DC AT ALMERIA SUB-STATION.**

I/We \_\_\_\_\_  
(name of company, close corporation or partnership)

\_\_\_\_\_ of (full address)

carrying on business under style or title of

\_\_\_\_\_  
\_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated \_\_\_\_\_ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference \_\_\_\_\_ and dated \_\_\_\_\_ (if any) and the documents listed in the accompanying schedule of RFQ documents.

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services (revised August 2008);
- (ii) General Tender Conditions, Form CSS5 – Services (revised August 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

I/We accept that unless TRANSNET should otherwise decide and so inform me/us in the facsimile or letter of acceptance, this Quotation (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.

\_\_\_\_\_  
Respondent's Signature

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\_\_\_\_\_  
Date and Company Stamp



Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with TRANSNET's letter of acceptance, 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 Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the service, within 4 (four) weeks, TRANSNET may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of .....only; and agree to a penalty clause to be negotiated with TRANSNET, which will allow TRANSNET to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium 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 accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, deliverables, quality, BBBEE status or for any other reason.

#### VALIDITY PERIOD

TRANSNET desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until \_\_\_\_\_ (State alternative validity period/date).

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



### TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

\_\_\_\_\_

### TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: \_\_\_\_\_

### BANKING DETAILS

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

### 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 Quotation 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

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\_\_\_\_\_  
Date and Company Stamp





.....

## REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company's Registration Certificate with their Quotation.

## NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services (revised August 2008).

Name	.....
Address	.....
	.....

## CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Service(s), which is either directly or indirectly related to TRANSNET's business, written approval to divulge such information will have to be obtained from TRANSNET.

## DISCLOSURE OF PRICES TENDERED

Respondents must indicate here whether TRANSNET may disclose their tendered prices and conditions to other Respondents:

YES	
-----	--

NO	
----	--

## DECLARATION

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the TRANSNET Group:

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



YES	
-----	--

NO	
----	--

If YES, please indicate below:

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

ADDRESS

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---

Indicate nature of relationship (if any):

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*(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with TRANSNET)*

## PRICE REVIEW

The successful Respondent(s) will be obliged to submit to an annual price review. TRANSNET will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at TRANSNET's discretion or the particular Service(s) purchased outside the contract.

## RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses (see tick):

Notice to Bidders – Section 1	✓
Project Specification – Section 2	✓
Quotation Form – Section 3	✓
Resolution of Board of Directors (Respondent's Representative) - Section 4	✓
Certificate of Acquaintance with RFQ Documents – Section 5	✓
Service fees and costs – Section 6	✓
Certificate of attendance of RFQ Briefing – Section 7	✓
Letter of Good Standing from the Compensation Commissioner	✓
Valid Tax Clearance Certificate	✓
VAT Registration Certificate	✓
BBBEE Accreditation Certificate	✓

**NOTE:** Sections 1, 2, 3, 4, 5, 6, and 7, as indicated in the footer of each page, must be signed and dated by the Respondent.

By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

Respondent's Signature

Date and Company Stamp



SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 4

RFQ NUMBER: BLE/51736

**SUPPLY, INSTALLATION AND COMMISSIONING OF SF6 GAS CIRCUIT BREAKER, 66 KV CURRENT TRANSFORMERS AND 66KV LIGHTNING ARRESTORS AT 3KV DC AT ALMERIA SUB-STATION.**

### SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company\_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

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

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Tenders, Quotations and/or Contracts for the supply of Services.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 5

RFQ NUMBER: BLE/51736

**SUPPLY, INSTALLATION AND COMMISSIONING OF SF6 GAS CIRCUIT BREAKER, 66 KV CURRENT TRANSFORMERS AND 66KV LIGHTNING ARRESTORS AT 3KV DC AT ALMERIA SUB-STATION.**

### CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: \_\_\_\_\_

I/We \_\_\_\_\_ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

WITNESS : \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



## SECTION 6

RFQ NUMBER: BLE/51736

**SUPPLY, INSTALLATION AND COMMISSIONING OF SF6 GAS CIRCUIT BREAKER, 66 KV CURRENT TRANSFORMERS AND 66KV LIGHTNING ARRESTORS AT 3KV DC AT ALMERIA SUB-STATION.**

### SERVICES FEES AND COSTS

Item	DESCRIPTION	Qty	Unit	Lab Rate	Mat Rate	Tot Mat	Total
1	P's and G's (Labour, site establishment, civil works etc)	sum	1				
2	Strip old oil circuit breaker	sum	1				
3	Strip old current transformers	ea	2				
4	Transport old equipment to scarp bank at Salt River	Sum	1				
5	Supply SF6 gas circuit breaker ( 3 poles )	Sum	1				
6	Supply 2 X 66kV current transformers	Ea	2				
7	Supply 3 X 66 kV lightning ARRESTORS with counters	Ea	3				
8	Supply and installation of all steel works required	Sum	1				
9	Supply and install complete outdoor earthing systems	Sum	1				
10	Supply and install telecontrol cable	Sum	1				
11	Supply PVC steel armoured protection and control cables	Sum	1				
12	Supply and install aluminium cables from AC disconnect to GCB, current transformers, lightning ARRESTORS and transformer primary bushings.	Sum	1				
13	Testing and commissioning	Sum	1				
14	10 % contingency	Sum	1				
	<b>Total (Excluding Vat)</b>				<b>R</b>		

Price in Words: \_\_\_\_\_

(Excluding VAT)

Respondent's Signature

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Date and Company Stamp



## SECTION 7

RFQ NUMBER: BLE/51736

**SUPPLY, INSTALLATION AND COMMISSIONING OF SF6 GAS CIRCUIT BREAKER, 66 KV CURRENT TRANSFORMERS AND 66KV LIGHTNING ARRESTORS AT 3KV DC AT ALMERIA SUB-STATION.**

### CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION

It is hereby certified that -

1. ....
2. ....

Representative(s) of .....  
(name of company)

attended the briefing session in respect of the proposed Service(s) to be rendered in terms of this RFQ on  
..... 2012.

.....  
**TRANSNET REPRESENTATIVE**

.....  
**RESPONDENT'S REPRESENTATIVE**

**DATE:** .....

**DATE:** .....

.....  
Respondent's Signature

.....  
Date and Company Stamp



## SECTION 8

RFQ NUMBER: BLE/51736

**SUPPLY, INSTALLATION AND COMMISSIONING OF SF6 GAS CIRCUIT BREAKER, 66 KV CURRENT TRANSFORMERS AND 66KV LIGHTNING ARRESTORS AT 3KV DC AT ALMERIA SUB-STATION.**

### **GENERAL TENDER CONDITIONS - SERVICES**

**Refer Form CSS5 - Copy available on request.**

*"It is the responsibility of the Tenderer to ensure they are familiar with Form CSS5."*

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Respondent's Signature

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Date and Company Stamp





## SECTION 9

RFQ NUMBER: BLE/51736

**SUPPLY, INSTALLATION AND COMMISSIONING OF SF6 GAS CIRCUIT BREAKER, 66 KV CURRENT TRANSFORMERS AND 66KV LIGHTNING ARRESTORS AT 3KV DC AT ALMERIA SUB-STATION.**

### **STANDARD TERMS AND CONDITIONS OF CONTRACT**

### **FOR THE PROVISION OF SERVICES TO TRANSNET**

**Refer Form US7 - Copy available on request.**

*"It is the responsibility of the Tenderer to ensure they are familiar with Form US7."*

**Respondents should note the obligations as set out in Clause 19 of the General Tender Conditions (Section 7) which reads as follows:**

*"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services). Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."*

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Respondent's Signature

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Date and Company Stamp