

Transnet Rail Infrastructure Manager

Tender Number: TRIM/2026/04/0703/4337/RFQ

Description of the *Works*: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid

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## **TRANSNET RAIL INFRASTRUCTURE MANAGER**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

### **REQUEST FOR QUOTATION (RFQ)**

**For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.**

<b>RFQ NUMBER</b>	<b>: TRIM/2026/04/0703/4337/RFQ</b>
<b>ISSUE DATE</b>	<b>: 28 APRIL 2026</b>
<b>COMPULSORY SITE BRIEFING DATE</b>	<b>: 06 MAY 2026</b>
<b>CLOSING DATE</b>	<b>: 13 MAY 2026</b>
<b>CLOSING TIME</b>	<b>: 10h00am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date (09 AUGUST 2026)</b>

#### **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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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid. ( <i>works</i> )
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://esuppliersportal.transnet.net/portal/">https://esuppliersportal.transnet.net/portal/</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE</b></b>
<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>121 Jan Moolman, Vryheid</b> on the <b>06 May 2026</b> at <b>11:00 am</b> for a period of {± 1hour}.</p> <p>For directions contact: <b>Akhona Jaca on 083 385 1045 / 034 989 9487</b></p> <p>For commercial enquiries: <b>Edwin Senne</b> by email to: <a href="mailto:edwin.senne@transnet.net">edwin.senne@transnet.net</a></p> <p>[Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p>

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	<p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-1</b>. hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-1 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<p><b>CLOSING DATE</b></p>	<p><b>10:00 am on 13 May 2026</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration</b></p>

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## 2. TENDER SUBMISSION

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

- a) Log on to the Transnet eSupplier website/Portal (<https://esupplierportal.transnet.net/portal/>)
- b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;
  - to sign in if already registered;
- c) Click on "ADVERTISED TENDERS" to view advertised tenders;
- c) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;
- d) Respondents are to submit bid documents by uploading them onto the system against each tender selected.
- e) Bidder can upload 30mb per upload and multiple uploads are permitted.
- f) Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.**
- g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- h) No late submissions will be accepted.
- i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- l) A detailed bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

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### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

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



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- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable **[clause 12 on T2.2-18, [Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer :
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

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

**6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE**

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

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

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



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## T1.2 TENDER DATA

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

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see [www.cidb.org.za](http://www.cidb.org.za)).

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

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

Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise: <b>Part T: The Tender</b> Part T1: Tendering procedures Part T2 : Returnable documents <b>Part C: The contract</b> Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Pro forma Guarantees C2.1 Pricing instructions C2.2 Bill of Quantities C3.1 Works Information C4.1 Site information

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C.1.4	The Employer's agent is:	Procurement Manager
	Name:	Yvonne Scannell
	Address:	Nzasm Building, Room 222, Corner of Paul Kruger and Minnaar street, Pretoria
	Tel No.	012 842 2059
	E – mail	<a href="mailto:Yvonne.scannell@transnet.net">Yvonne.scannell@transnet.net</a>

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

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

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

**Eligibility in terms of the Construction Industry Development Board:**

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3 EP** or higher class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)  
Joint ventures are eligible to submit tenders subject to the following:
  1. every member of the joint venture is registered with the CIDB;
  2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
  3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a *Contractor* grading designation determined in accordance with the sum tendered for a **3 EP**
  4. or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
  5. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

### Stage Two - Functionality:

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

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

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

Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-1 certificate of attendance** signed off by the Employer's authorised representative.

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C.2.12 No alternative tender offers will be considered.

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

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

C.2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: TRIM/2026/04/0703/4337RFQ

The Tender Description: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

Documents must be marked for the attention of:

**Employer's Agent:**

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

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

Time: **10h00am** on the **13 May 2026**

a) Location: The Transnet e-Tender Submission Portal:

**[\(https://esupplierportal.transnet.net/portal/\)](https://esupplierportal.transnet.net/portal/)**

**NO LATE TENDERS WILL BE ACCEPTED**

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C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note

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that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet’s internal evaluation and governance approval processes has not been finalised within the validity period. **09 August 2026**

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender

3. A Valid CIDB CRS Number in order to confirm the correct and required designated grading

4. Proof of registration on the Central Supplier Database;

5. Letter of Good Standing with the Workmen’s compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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

**Functionality Criteria**

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

Functionality criteria	Sub-criteria points
T2.2-2 Capability and ability to meet delivery schedule	40
T2.2.3 Experience and Related work completed (Previous work done)	50
T2.2.4 Management and CV’s of Key Personnel	10
<b>Maximum possible score for Functionality</b>	<b>100</b>
<b>Minimum possible score for technical threshold</b>	<b>70</b>



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

- T2.2.2 Capability and ability to meet delivery schedule
- T2.2.3 Experience and Related work completed (Previous work done)
- T2.2.4 Management & CV's of Key Personnel

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90, or 100 The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively.

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

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

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

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

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

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

<b>Selected Specific Goal</b>	<b>Number of points allocated (80/20)</b>
B-BBEE Level of contributor – Level 1 or 2	10
At least 30 % Black Women Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities that are at least 30% Black Women Owned Entities	CIPC B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet’s list for restricted tenderers and National Treasury’s list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,



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d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## **T2.1 List of Returnable Documents**

### **2.1.1 These schedules are required for eligibility purposes:**

#### **T2.2.1 Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:**

- (Certificate of Attendance at Tender Clarification and Site Meeting (fully completed and signed by Transnet Official)

### **2.1.2 Stage Two: these schedules will be utilised for evaluation purposes:**

- T2.2-2 Capability and ability to meet delivery schedule
- T2.2-3 Experience and Related work completed (Previous work done)
- T2.2-4 Management & CV's of Key Personnel

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-5 Availability of Equipment and Other Resources
- T2.2-6 Technical approach/ methodology Project Quality Management and Assurance
- T2.2-7 Technical approach/ methodology
- T2.2-8 Health and Safety Questionnaire
- T2.2-9 Health and Safety Cost Breakdown
- T2.2-10 Authority to submit Tender
- T2.2-11 Record of addenda to Tender Documents
- T2.2-12 Risk Elements
- T2.2-13 Schedule of proposed Subcontractors
- T2.2-14 Site Establishment Requirements

#### **Agreement and Commitment by Tenderer:**

- T2.2-15 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFQ Declaration Form
- T2.2-18 RFQ – Breach of Law
- T2.2-19 Certificate of Acquaintance with Tender Document
- T2.2-20 Works Provider Integrity Pact
- T2.2-21 Supplier Code of Conduct

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### **1.3.2 Bonds/Guarantees/Financial/Insurance:**

- T2.2-22 POPI Act form
- T2.2-23 Insurance provided by the Contractor
- T2.2-24 Three (3) years audited financial statements

### **1.3.3 Transnet Vendor Registration Form:**

- T2.2-25 Transnet Vendor Registration Form

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

## **2.3 C1.2 Contract Data Part Two (Data by Contractor)**

## **2.4 C1.3 Forms of Securities**

## **2.5 C2.2 Bill of Quantities**

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Description of the *Works*: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

## T2.2-1: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....  
(Company Name)

Represented  
by:

.....  
(Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	.....	
On (date)	.....	Starting time: .....

### Particulars of person(s) attending the meeting:

Name

Signature

.....

.....

Capacity

.....

### Attendance of the above company at the meeting was confirmed:

Name

Signature

.....

.....

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

Date

.....

.....

Transnet Rail Infrastructure Manager

Tender Number: TRIM/2026/04/0703/4337/RFQ

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## **T2.2.2 Evaluation Schedule: Capability and ability to meet delivery schedule**

### **Note to tenderers:**

#### **Programme**

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

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

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

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

The tenderer to address the following Key Elements.

The tenderer to issue a Work programme to effectively execute the scope of works in line with Engineering Standards and Regulatory Requirements. The tenderer is to ensure that the following major project objectives are covered.

Transnet Rail Infrastructure Manager

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The scoring of method statement will be as follows:

**1. Capability and ability to meet delivery schedule**

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the previous experience relevant to project submitted by the Tenderer: Works program indicating start date, end date, key milestones and duration of the work

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate method statement submitted by the Tenderer

<b>Total Points 40</b>	<b>Capability and ability to meet delivery schedule</b>
<b>Score 0%</b>	Did not submit any proof of delivery schedule
<b>Score 40%</b>	Contractor has indicated delivery schedule of > 13 days
<b>Score 70%</b>	Score 70 Contractor has indicated delivery schedule of > 11 - ≤ 12 days
<b>Score 90%</b>	Score 90 Contractor has indicated delivery schedule of > 10 - ≤ 11 days
<b>Score 100%</b>	Contractor has indicated delivery schedule of ≤ 10 days

***NB: If the above information not provided, it would have a negative influence on your technical evaluation scoring***

Signed

Date

Name

Position

Tenderer

Transnet Rail Infrastructure Manager

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## **T2.2-3: Evaluation Schedule: Experience and Related work completed (Previous work done)**

### **Note to tenderers:**

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects.

Construction of similar works as detailed in the *Works* Information with reference to:

- Installation and commissioning of equipment at the substation

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

### **Index of documentation attached to this schedule**

	<b>DOCUMENT NAME</b>
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	
<b>7</b>	

Transnet Rail Infrastructure Manager

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Score (50)	Experience and Related work completed (Previous work done)
Score 0%	Did not submit any proof of award and completion letters of experience to install and commission of equipment at the substations
Score 40%	Contractor has experience to install and commission equipment at the substations and completed one to two (1 -2) projects and submitted previous PO's/appointment letter and/or completion certificates
Score 70%	Contractor has experience to install and commission of equipment at the substations three (3) projects and submitted previous PO's/appointment letter and/or completion certificates
Score 90%	Contractor has experience to install and commission of equipment at the substations and completed four (4) projects and submitted completion certificates
Score 100%	Contractor has experience to install and commission of equipment at the substations and completed five (5) projects and submitted previous PO's/appointment letter and/or completion certificates

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## **T2.2-4: Evaluation Schedule - Management & CV's of Key Personnel**

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
  - i. Relevant experience  
Scoring for Management and CV's of Key People (2 X Safety Officer, X 1 Supervisor, 3 X Electricians) will be as follows:  
  
Electricians (electrician with electrical trade test and working on height certificate and first aid)  
Supervisor (Supervisor certificate and working on height certificate and first aid)  
Safety officer (SHE Rep or safety certificate and working on heights certificate and first aid)  
  
The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.  
Electricians (Electrician with N- diploma electrical or above & trade test and working on height certificate and first aid certificate)
  - ii. Supervisor (Higher certificate or above in supervisor/management certificate and working on height certificate and first aid certificate)
  - iii. Safety officer (Higher certificate or above SHE rep or safety certificate and working on heights certificate and first aid certificate)
2. Comprehensive CV's should be attached to this schedule:  
As a minimum each CV should address the following, but not limited to;
  - i. Personal particulars
    - a. Name
    - b. Place (s) of tertiary education and dates associated therewith
    - c. Professional awards
  - ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
  - iii. Name of current employer and position in enterprise
  - iv. Overview of post graduate experience (year, organization and position)
  - v. Outline of recent assignments / experience that has a bearing on the Scope of Works

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List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and surname	CV attached (Yes/No)
1	2 x Safety Officer		
2	1 x Supervisor		
3	3 x Electricians		

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

Score 10 points	Management & CV's of Key Persons and qualifications
Score 0%	No proof of CV and qualifications submitted
Score 40%	CV's submitted, but incorrect certificates/insufficient CV's/qualifications
Score 70%	CV's submitted for only 1 key person requirement with qualifications per above requirement
Score 90%	CV's submitted for only 2 key person requirements with qualifications as per above requirement
Score 100%	CV's submitted for all 3 key person requirements with qualifications as per above requirement

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

Transnet Rail Infrastructure Manager

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Description of the *Works*: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

***NB: If the above information not provided, it will have a negative influence on your technical evaluation scoring***

---

Signed

Date

Name

Position

Tenderer





Transnet Rail Infrastructure Manager

Tender Number: TRIM/2026/04/0703/4337/RFQ

Description of the Works: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

### T2.2-6: Project Quality Management and Assurance

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the Standard Operating Procedure – Construction Environmental Management, 009-TCC-CLO-SUS-11386 and Contractor Environmental and sustainability Specification Guidelines, TRN-IMS-GRP-GDL-014.4

The tenderer shall as a minimum submit the following:

#### Quality Plan

Reference Standard – 009-TCC-CLO-SUS-11386 Standard Operating Procedure – Construction Environmental Management - TRN-IMS-GRP-GDL-014.4 Contractor Environmental and sustainability Specification Guidelines.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Service’s s Information and should include but not be limited to:

1. ISO 9001 Certification.
2. Project Specific Control Plan. The QCP must contain clearly defined holding points across all the construction/installation activities
3. Equipment Type Test Certificates.
4. Equipment catalogues.

<p><b>Attached submissions to this schedule:</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--

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Signed	Date
Name	Position
Tenderer	

Transnet Rail Infrastructure Manager

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## T2.2-7: Technical approach/Methodology

**Note to tenderers:**

**The tenderer shall provide the methodology showing the key elements as follows;**

- Designs and Factory Acceptance Test  
(FAT)
- Testing and Commissioning
- Site Installation
- Switching
- SHERQ
- Packaging and transportation

---

Signed

Date

Name

Position

Tenderer

Transnet Rail Infrastructure Manager

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## T2.2-8: Health and Safety Questionnaire

<b>1. SAFE WORK PERFORMANCE</b>			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years' injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted workday cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 - Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 -Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years' injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? <input type="checkbox"/> Yes <input type="checkbox"/> No (Please provide letter of confirmation)			
<b>2. CITATIONS</b>			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		

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2B.	<p>Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, provide details:</p>

**3. CERTIFICATE OF RECOGNITION**

<p>Does your company have a Certificate of Recognition?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is the Certificate No. _____ Issue Date _____</p>
--

**4. SAFETY PROGRAMME**

Do you have a written safety Programme manual? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, provide a copy for review					
Do you have a pocket safety booklet for field distribution? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, provide a copy for review					
Does your safety Programme contain the following elements:					
	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAMME	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAMME	<input type="checkbox"/>	<input type="checkbox"/>			

**5. TRAINING PROGRAMME**

5A. Do you have an orientation Programme for new hire employees? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, include a course outline. Does it include any of the following:					
	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>

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PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

5B. Do you have a Programme for training newly hired or promoted supervisors?  Yes  No  
 (If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).  
 \_\_\_\_\_  
 \_\_\_\_\_

Who follows up on inspection action items? \_\_\_\_\_

Do you hold site safety meetings for field employees? If Yes, how often?  
 Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?  
 Yes No Weekly Biweekly Monthly

Is pre-job safety instruction provided before to each new task?  Yes  No

Is the process documented?  Yes  No

Who leads the discussion? \_\_\_\_\_

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<p>Do you have a hazard assessment process? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <ul style="list-style-type: none"> <li>Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?</li> </ul> <hr/> <hr/>
<p>Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health &amp; Safety Programme? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>
<p>How does your company measure its H&amp;S success?</p> <ul style="list-style-type: none"> <li>Attach separate sheet to explain</li> </ul>

<b>7. SAFETY STEWARDSHIP</b>						
7A	Are incident reports and report summaries sent to the following and how often?	Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7B	How are incident records and summaries kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotalled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7C	How are the costs of individual incidents kept? How often are they reported internally?	Yes	No	Monthly	Quarterly	Annually
	Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotalled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Subtotalled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7D	Does your company track non-injury incidents?	Yes	No	Monthly	Quarterly	Annually
	Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>8 PERSONNEL</b>						

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Description of the Works: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

List key health and safety officers planned for this project. Attach resume.		
Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number
Other responsibilities:		
<b>9 REFERENCES</b>		
List the last three companies your form has worked for that could verify the quality and management commitment to your occupational Health & Safety Programme		
Name and Company	Address	Phone Number

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### T2.2-9 Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

<b>Total Health and Safety Estimate (R)</b>	
<b>Total Estimate Value (R)</b>	
<b>H&amp;S Cost as % of Tender value</b>	

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**T2.2-10: Authority to submit a Tender**

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

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

**A. Certificate for Company**

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

Signed

Date

Name

Position

Chairman of the Board of Directors

Transnet Rail Infrastructure Manager

Tender Number: TRIM/2026/04/0703/4337/RFQ

Description of the *Works*: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

**B. Certificate for Partnership**

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

Name	Address	Signature	Date

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

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**C. Certificate for Joint Venture**

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

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

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

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



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**D. Certificate for Sole Proprietor**

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the business trading as

\_\_\_\_\_.

Signed

Date

Name

Position

Sole Proprietor

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## T2.2-11: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.



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### T2.2-13: Schedule of proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the works.

**Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the Project Manager in terms of the Conditions of Contract.**

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



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## T2.2-15 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

### Section 6: Particulars of companies and close corporations

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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

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

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

Signed	Date
-----	-----
Name	Position
-----	-----
Enterprise name	
-----	

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**SBD 6.1**

### **SPECIFIC GOALS POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.**

#### **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 The 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
  - (b) B-BBEE Status Level of Contribution.
  - (c) Any other specific goal determined in Transnet preferential procurement policy.

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b> Refer to clause 3.2 below	<b>20</b>
<b>Total points for Price and Specific goals must not exceed</b>	<b>100</b>

- 1.5 The maximum points for this bid are allocated as follows:

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- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 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 workss, 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 workss 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”** means:
- 1) B-BBBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small Enterprise in terms of a 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.

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- (l) **“Specific goals”** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where

- Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

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

#### 3.2

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor – Level 1 or 2	10
At least 30 % Black Women Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

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Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities that are at least 30% Black Women Owned Entities	CIPC B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
EME	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's

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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 6.1**

6.1 B-BBEE Status Level of Contribution: . = ...(based on point distribution per Table 3.2)

6.2

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 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 enterprises below:

Designated Group: An EME or QSE which is at last 51% owned by:	EME <input type="checkbox"/>	QSE <input type="checkbox"/>
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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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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 works provider
- Other works providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having

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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.

<p><b>WITNESSES</b></p>  <p>1. ....</p> <p>.....</p>
--

<p>.....</p>  <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p>
--

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or works to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive

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

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practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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



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## T2.2-16 NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

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

**and**

.....

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

.....

.....

### WHEREAS

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

### IT IS HEREBY AGREED

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet’s Request for Information [**RFI**] Request for Proposal [**RFQ**] 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

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Description of the *Works*: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 1.3.1 *is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or*
- 1.3.2 *was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or*
- 1.3.3 *following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;*
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

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

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*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 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 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 above.

### **4. ANNOUNCEMENTS**

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

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## **5. DURATION**

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

## **6. PRINCIPAL**

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

## **7. ADEQUACY OF DAMAGES**

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

## **8. PRIVACY AND DATA PROTECTION**

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

## **9. GENERAL**

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

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9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer



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## T2.2-17: RFQ DECLARATION FORM

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

We \_\_\_\_\_ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-24"works Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

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- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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

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

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

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

NATURE OF BREACH:

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

DATE OF BREACH: \_\_\_\_\_

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDER

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## T2.2-19 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDERER

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## **T2.2-20 WORKS PROVIDER INTEGRITY PACT**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

### **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

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- 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 workss; and
- b) Enable Tenderers/works Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## 2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ works Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / works Providers/Contractors the same information and will not provide to any Tenderers / works Providers/Contractors confidential/additional information through which the Tenderers/works Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/works Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage and will further treat all Tenderers/works Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/works Providers/Contractors participating in the tendering process.

## 3 OBLIGATIONS OF THE TENDERER / WORKS PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

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- 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 workss. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/works Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/works Provider/Contractor commits to the following:
- a) The Tenderer/works Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/works Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/works Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / works Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/works Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/works Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/works Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/works Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/works Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / works Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

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- 3.7 The Tenderer/works Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/works Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/works Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance Programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/works Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/works Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
  - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
  - Principle 4: the elimination of all forms of forced and compulsory labour;
  - Principle 5: the effective abolition of child labour; and
  - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
  - Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

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#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and workss as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or workss will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or workss to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 47 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 5 DISQUALIFICATIONS FROM TENDERING PROCESS

- 5.1 If the Tenderer/works Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/works Provider/Contractor into question, Transnet may reject the Tenderer's / works Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/works Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/works Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/works Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/works Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/works Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## 6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

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- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/workss, 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 works Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted works Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

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## **7 PREVIOUS TRANSGRESSIONS**

- 7.1 The Tenderer/works Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/works Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/works Provider/Contractor made an incorrect statement on this subject, the Tenderer/works Provider/Contractor can be rejected from the registration process or removed from the Tenderer/ works Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- Immediately exclude the Tenderer/works Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/works Provider/Contractor. However, the proceedings with the other Tenderer/ works Provider/Contractor may continue;
  - Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/works Provider/Contractor;
  - Recover all sums already paid by Transnet;
  - Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/works Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
  - Cancel all or any other contracts with the Tenderer/works Provider/Contractor; and
  - Exclude the Tenderer/ works Provider/Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - 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:
- Private gain or advancement; or
  - The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 9.3 If a Tenderer/works Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/

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

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/works Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/works Provider/Contractor.

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / works Provider / Contractor. When a dispute arises between Transnet and its Tenderer / works Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 0 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
  - b) **Perjury:** where a Tenderer / works Provider / Contractor make a false statement either in giving evidence or on an affidavit;
  - c) **Scurrilous allegations:** where a Tenderer / works Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
  - d) **Abuse of court process:** when a Tenderer / works Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/works Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/works Provider/Contractor



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

Signature .....

Date .....

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## **T2.2-21: Supplier Code of Conduct**

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

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

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

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

#### ***1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.***

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions;
  - or
  - Gain an improper advantage.

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- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

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**Conflicts of Interest**

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

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

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

I, \_\_\_\_\_ of \_\_\_\_\_  
*(insert name of Director or as per Authority Resolution from Board of Directors)*      *(insert name of Company)*

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

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## **T2.2.22 PROTECTION OF PERSONAL INFORMATION (For normal contract)**

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 RFQ, 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 RFQ 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 RFQ, 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

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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 RFQ (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 RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

**Respondents are required to provide consent below:**

<b>YES</b>	<b>NO</b>
------------	-----------

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 RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent’s authorised representative: \_\_\_\_\_

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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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

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## T2.2-23: Insurance provided by the *Contractor*

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

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

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



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**T2.2-24-: Three (3) years audited financial statements**

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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

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## T2.2-25 SUPPLIER DECLARATION FORM

### VENDOR REGISTRATION

1.	Proof of Banking Details	Stamped/Certified by the Bank, Dated and Less than 3 months old	
		Confirmation of Bank Letter must contains the Name and Signature of Bank Official.	
		If online verification is possible (e.g. FNB) – printout of online verification	
2.	TAX Certificate and VAT Registration	Current SARS TAX Compliance Status Verification PIN document (obtainable from SARS eFiling) (TAX Status Must Be "Compliant/Active" when verified with SARS)	
		Copy of "SARS VAT 103" form / SARS confirmation for proof of VAT registration	
		If No VAT; Affidavit or Solemn Declaration on VAT Registration Status to be submitted	
3.	Proof of registration	<p><b>Company registered before 1 May 2011:</b> CM1 – Incorporation of a Company</p> <p><b>Company registered after 1 May 2011:</b> CoR 14.3 – Company Registration Certificate</p>	
4.	Proof of Ownership / Management	<p><b>Company registered before 1 May 2011</b></p> <ul style="list-style-type: none"> <li>CM29 – Contents of Register of Directors, Auditors and Officers</li> </ul> <p><b>Company registered after 1 May 2011</b></p> <ul style="list-style-type: none"> <li>CoR 15.1 Memorandum of Incorporation -MOI</li> <li>CoR 39 – Contents of Register of Directors, Auditors and Officers</li> </ul> <p>Clear certified copy of Identity Document/s of Directors. If company has &gt;5 directors, only 5 IDs are required</p>	
5.	BBBEE	<b>EME (Turnover below R10m)</b>	
		<ul style="list-style-type: none"> <li>EME Affidavit signed by EME</li> <li>NO certificates by SANAS accredited BBBEE verification agency accepted</li> <li>NO accountant letters are accepted</li> </ul>	
		<b>QSE (Turnover between R10m and R50m)</b>	
		IF >51% black owned	
		<ul style="list-style-type: none"> <li>QSE Affidavit signed by QSE or Certificate by SANAS accredited verification agency</li> <li>NO accountant letters are accepted</li> </ul>	
		IF < 51% black owned, certificate by SANAS accredited BBBEE verification agency	
<b>Large enterprise (Turnover above R50m)</b>			
<ul style="list-style-type: none"> <li>Certificate by SANAS accredited BBBEE verification agency</li> </ul>			

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		<p><b>Non-compliant</b> (No certificate / In process of certification / Level 9 certificate)</p> <ul style="list-style-type: none"> <li>Confirmation that supplier is not BBBEE compliant. An email insufficient.</li> </ul>	
6.	<b>Proof of CSD registration</b>	MAAA number	

**ANNEXURE A: SUPPLIER DECLARATION FORM**

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

CSD Number (MAAA xxxxxxx):						
Company Trading Name						
Company Registered Name						
Company Registration No OrID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Did your company previously operate under another name?(If <b>YES</b> state the previous details below)					Yes	No
Trading Name						
Registered Name						
Company Registration No OrID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

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Your Current Company's VAT Registration Status <i>(please attach relevant supporting document for VAT)</i>	VAT Registered		Not VAT Registered	
VAT Registration Number				
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status				
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your "Non VAT Registration Status" must be renewed and confirmed annually.				
Company Banking Details				
Account Holder Name				
Bank Account Number		Universal Branch Code		
Company Physical Address				
			Code	
Company Postal Address				
			Code	
Telephone Number		FAX Number		
E-Mail Address				
Company Website Address				

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Company Contact Person													
Designation													
Telephone Number													
Main Product / works Supplied e.g. Stationery / Consulting /Labour etc.													
Is your company a Labour Broker?		YES							NO				
How many personnel does the business employ? (please state number)		Full Time							Part Time				
<p><b>Please Note:</b> Should your business employ <b>more than 2 full time employees</b> who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.</p>													
Most Recent Financial Year's Annual Turnover		<R10 Million <b>EME</b>			>R10 Million <R50 Million <b>QSE</b>				>R50 Million <b>Large Enterprise</b>				
Does your company have a valid Proof of B-BBEE Status?					YES			NO					
Please indicate your Broad Based BEE status (Level 1 to 9)					<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Majority Race of Ownership (please selected correct Majority Ownership for your company)					Black			White					
<b>BBEE Score</b>		% Black Ownership		% Black Women Ownership			% Black Disabled person(s) Ownership						
% Black Youth Ownership		% Black Unemployed		% Black People Living in Rural Areas			% Black Military Veterans						
<p><b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix III and IV:</p> <ul style="list-style-type: none"> <li>- Large Enterprise and QSEs with less than 51% Black Ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;</li> <li>- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix III and IV respectively;</li> <li>- Black Disabled person(s) Ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;</li> <li>- A certified South African identification document will be required for all Black Youth Ownership.</li> </ul>													
<b>Supplier Development Information Required</b>													
EMPOWERING SUPPLIER					<b>YES</b>	<input type="radio"/>			<b>NO</b>	<input type="radio"/>			
FIRST TIME SUPPLIER					<b>YES</b>	<input type="radio"/>			<b>NO</b>	<input type="radio"/>			
SUPPLIER DEVELOPMENT PLAN					<b>YES</b>	<input type="radio"/>			<b>NO</b>	<input type="radio"/>			
DEVELOPMENT PLAN DOCUMENT					If Yes - Attach supporting documents								
ENTERPRISE DEVELOPMENT BENEFICIARY					<b>YES</b>	<input type="radio"/>			<b>NO</b>	<input type="radio"/>			
SUPPLIER DEVELOPMENT BENEFICIARY					<b>YES</b>	<input type="radio"/>			<b>NO</b>	<input type="radio"/>			

Transnet Rail Infrastructure Manager

Tender Number: TRIM/2026/04/0703/4337/RFQ

Description of the Works: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

GRADUATION FROM ED TO SD BENEFICIARY	<b>YES</b>	<input type="radio"/>	<b>NO</b>	<input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT	<b>YES</b>	<input type="radio"/>	<b>NO</b>	<input type="radio"/>

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

Name and Surname		Designation	
Signature		Date	

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly swear/declare that; \_\_\_\_\_ is not a registered **VAT vendor** and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period **has not exceeded or is not expected to exceed R1 million threshold**, as required in terms of the Value Added Tax Act.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Commissioner of Oaths**

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

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

\_\_\_\_\_  
Commissioner of Oaths (Signature & Stamp)



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

---

### Affidavit or Solemn Declaration

I, \_\_\_\_\_ solemnly swear/declare

that; \_\_\_\_\_

employs **Three or more full time employees**, which employees are engaged in the business of rendering the works of the organisation and are not connected persons as defined in the IncomeTax Act.

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

### Commissioner of Oaths

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

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

\_\_\_\_\_  
Commissioner of Oaths (Signature & Stamp)



SWORN AFFIDAVIT: B-BBEE for EXEMPTED MICRO ENTERPRISE

---

I, the undersigned, \_\_\_\_\_

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:
- 3.

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – ) Who are citizens of the Republic of South Africa by birth or descent; or ) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or . On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

4. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The enterprise is \_\_\_\_\_% **Black youth owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

## Appendix III

- **The enterprise is \_\_\_\_\_% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is \_\_\_\_\_% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is \_\_\_\_\_% by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, **the income did not exceed R10, 000,000.00 (ten million rand).**

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

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% blackowned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% blackowned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

**Deponent Signature** .....

**Date** .....

**Commissioner of Oaths**

.....  
**Name & Surname**

**Signature & Stamp**

# APPENDIX IV

SWORN AFFIDAVIT: B-BBEE for QUALIFYING SMALL ENTERPRISE (Generic)

I, the undersigned, \_\_\_\_\_

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, SoleProprietor etc.)</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – i. Who are citizens of the Republic of South Africa by birth or descent; or ii. Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The enterprise is \_\_\_\_\_ % **Black Youth owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Description of the works: Reinstatement of Boschmankop 3kV DC Traction Substation at Ermelo Trim Maintenance Depot in the Eastern Region and, Supply, Delivery, Installation, Testing and Commissioning of 3kV DC 6MVA Traction Transformer for Aberdeen Substation

- **The enterprise is \_\_\_\_\_% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is \_\_\_\_\_% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is \_\_\_\_\_% by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual **Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),**

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

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

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

**Deponent Signature** .....

**Date** .....

**Commissioner of Oaths**

..... **Name and Surname**

Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of the *Works*: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

## C1.1: Form of Offer & Acceptance Offer

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

**For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.**

The tenderer, identified in the Offer signature block, has

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

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

The offered total of the Prices exclusive of VAT is	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(in words)	

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

Name & signature of witness

Date

Tenderer's CIDB registration number:

**Acceptance**

Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of the *Works*: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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



Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of the *Works*: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of the *Works*: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

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

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

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

Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of *Works*: For the supply, install and commission the 88kv double pole ac disconnects at Hlungwana, Maqwabe, ac traction substations under Vryheid

	Address	Registered address: <b>Transnet Rail Infrastructure Manager 96 Rissik Street Braamfontein Johannesburg 2001</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Rail Infrastructure Manager 6 Minnaar Street Pretoria 0002</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Linda Nkosi</b>
	Address	<b>Transnet Rail Infrastructure Manager 121 Jan Moolman Street Vryheid</b>
	Tel	<b>083 9801922</b>
	e-mail	<b>Linda.nkosi@transnet.net</b>
10.1	The <i>Supervisor</i> is: (Name)	<b>Akhona Jaca</b>
	Address	<b>Transnet Freight Rail 121 Jan Moolman Street Vryheid</b>
	Tel No.	<b>083 385 1045</b>
	e-mail	<b>Akhona.jaca@transnet.net</b>
11.2(13)	The <i>works</i> are	<b>Supply, install and commission the 88kv double pole ac disconnects at Hlungwana, Maqwabe, ac traction substations under Vryheid</b>

11.2(14)	The following matters will be included in the Risk Register	<b>1. Working under High voltage permit with the risk of electrocution, head injuries from overhead equipment and falling object and risk of falling from height.</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1." Description of the Site and its surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The <i>Works</i> Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>30 July 2026</b>
31.2	The <i>starting date</i> is	<b>21 July 2026</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
<b>4</b>	<b>Testing and Defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
42.2	The <i>defects date</i> is	<b>52 (fifty-two) weeks after Completion of the whole of the <i>works</i></b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>

<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p><b>the cumulative rainfall (mm)</b></p> <p><b>the number of days with rainfall more than 10 mm</b></p> <p><b>the number of days with minimum air temperature less than 0 degrees Celsius</b></p> <p><b>the number of days with snow lying at 08:00 hours South African Time</b></p> <p><b>and these measurements: Not applicable</b></p>
	The place where weather is to be recorded (on the Site) is:	<b>The <i>Contractor's</i> Site establishment area</b>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	<b>All boundaries of the Site</b>
	and which are available from:	<b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b>
<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>

84.1	<p>The <i>Employer</i> provides these insurances from the Insurance Table</p> <p>1 Insurance against:</p> <p style="padding-left: 40px;">Cover / indemnity:</p> <p style="padding-left: 40px;">The deductibles are:</p>	<p><b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract <i>Works</i>/ Public Liability.</b></p> <p><b>to the extent as stated in the insurance policy for Contract <i>Works</i> / Public Liability</b></p> <p><b>as stated in the insurance policy for Contract <i>Works</i> / Public Liability</b></p>
	<p>2 Insurance against:</p> <p style="padding-left: 40px;">Cover / indemnity</p> <p style="padding-left: 40px;">The deductibles are</p>	<p><b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b></p> <p><b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b></p> <p><b>as stated in the insurance policy for Contract Works / Public Liability</b></p>
	<p>3 Insurance against:</p> <p style="padding-left: 40px;">Cover / indemnity</p> <p style="padding-left: 40px;">The deductibles are:</p>	<p><b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b></p> <p><b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b></p> <p><b>As stated in the insurance policy for Contract Works / Public Liability</b></p>

4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>

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

**4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 10 000 000.**

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

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84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

**Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.**

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84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<b>Principal Controlled Insurance policy for Contract</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
60.6	The <i>method of measurement</i> is	<b>The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>

Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of Works: For the supply, install and commission the 88kv double pole ac disconnects at Hlungwana, Maqwabe, ac traction substations under Vryheid

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

**The Chairman of the Association of Arbitrators (Southern Africa)**

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**12 Data for secondary Option clauses**

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<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
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**X7 Delay damages**

X7.1	Delay damages for late Completion of the whole of the <i>works</i> are:	<b>R1 795.02 per day</b>
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**X13 Performance bond**

X13.1	The amount of the performance bond is	<b>R179 502.01</b>
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**X16 Retention**

X16.1	The retention free amount is	<b>Nil</b>
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**X18 Limitation of liability**

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	<b>The cost of correcting the Defect</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>5 years after Completion of the whole of the works</b>

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

**Z1** **Additional clause relating to Performance Bonds and/or Guarantees (if applicable)**

<b>Z1.1</b>	<b>i.</b>	<b>The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.</b>
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## **Z2 Additional clauses relating to Joint Venture**

### **Z2.1**

#### **Insert the additional core clause 27.5**

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

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

- authority of the lead partner to bind the joint venture through the *Contractor's* representative;
- iv. Identification of the roles and responsibilities of the constituents to provide the Works.
- Financial requirements for the Joint Venture:
  - v. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
- the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

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**Z2.3**

**Insert additional core clause 27.6**

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

**Z3 Additional obligations in respect of Termination**

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**Z3.1**

**The following will be included under core clause 91.1:**

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

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

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

**Z3.2 Termination Table**

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

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

**Z3.4**

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

**Z4 Right Reserved by the *Employer* to Conduct Vetting through SSA**

**1.**

**Z4.1**

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

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

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

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

<p><b>Z5</b></p> <p><b>Z5.1</b></p>	<p><b>Additional Clause Relating to Collusion in the Construction Industry</b></p>	<p>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</p>
<p><b>Z6</b></p> <p><b>Z6.1</b></p>	<p><b>Protection of Personal Information Act</b></p>	<p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</p>
<p><b>Z7</b></p> <p><b>Z7.1</b></p>	<p><b>Standard for Developing Skills through Infrastructure Contracts – (CIDB Grade 7 to 9)</b></p>	<p>The Contractor shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) established in the Standard.</p>

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

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

Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of Works: For the supply, install and commission the 88kv double pole ac disconnects at Hlungwana, Maqwabe, ac traction substations under Vryheid

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>		
11.2(14)	The following matters will be included in the Risk Register			
<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSSC	The percentage for people overheads is:	<b>%</b>		
21 in SSSC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSSC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSSC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>	<b>Hourly rate</b>	
62 in SSSC	The percentage for design overheads is	<b>%</b>		
63 in SSSC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			



Transnet Rail Infrastructure Manager

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Description of the Work: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

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## C1.3 Forms of Securities

### **Pro forma Performance Guarantee**

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.



Transnet Rail Infrastructure Manager  
 Contract Number: TRIM/2026/04/0703/4337 RFQ  
 Description of the Work: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

**Pro-forma Performance Bond (for use with Option X13)**

*(to be reproduced exactly as shown below on the letterhead of the Surety)*

Transnet SOC Ltd  
 C/o Transnet Rail Infrastructure Manager  
 Transnet Corporate Centre  
 138 Eloff Street  
 Braamfontein  
 Johannesburg  
 2000

Date:

Dear Sirs,

Performance Bond for Contract No **TRIM/2026/04/0703/4337/RFQ**

With reference to the above numbered contract made or to be made between

**Transnet SOC Limited, Registration No. 1990/000900/30** (the *Employer*) and  
 {Insert registered name and address of the *Contractor*} (the *Contractor*), for  
 {Insert details of the works from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the  
 Guarantor

of physical address

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

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to



Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337 RFQ

Description of the Work: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the Contractor's obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of

- the date that the Guarantor receives a notice from the Project Manager stating that the Completion Certificate for the whole of the works has been issued, that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the Project Manager.

5. Always provided that this bond will not lapse in the event the Guarantor is notified by the Project Manager, (before the dates above), of the Employer's intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6. The amount of the bond shall be payable to the Employer upon the Employer's demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the Project Manager stating the amount of the Employer's losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the Employer's loss, damage and expense.

7. Our total liability hereunder shall not exceed the sum of:

(say) \_\_\_\_\_

R \_\_\_\_\_

8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

Signature(s)	_____
Name(s) (printed)	_____
Position in Guarantor company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____

Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of the Works: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

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## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: NEC ECC Main Option B (Priced Contract with a Bill of Quantities)	5
C2.2	The <i>bill of quantities</i>	2

## C2.1 Pricing instructions: NEC ECC Main Option B (Priced Contract with a Bill of Quantities)

### 1. The *conditions of contract*

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

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

**Identified and defined terms**

11

11.2

(21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

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

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

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

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

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

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

## 1.2. Function of the Bill of Quantities

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

## 1.3. Guidance before pricing and measuring

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

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton

Transnet Rail Infrastructure Manager

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Description of the Works: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

## 2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

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

Transnet Rail Infrastructure Manager

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Description of the Works: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

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- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

### **2.3. Departures from the *method of measurement***

### **2.4. Amplification of or assumptions about measurement items**

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

Transnet Rail Infrastructure Manager

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Description of the Works: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

## C2.2 The *bill of quantities*

Item No	Work Description – Voltage AC Disconnects at Hlungwana Substation	Unit of measure	Qty	Rate	Price Amount
1	Supply and Complete installation of Auto earth 88kV HV AC Disconnects.	Sum	1		
2	Running out and terminating new cable 20-meter copper cable.	Sum	1		
3	Testing of the Auto earth AC Disconnect.	Sum	1		
4	P's & G's	Sum	1		
				<b>Subtotal</b>	
				<b>Vat@15%</b>	
				<b>Total Inclusive of Vat</b>	

Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of the Works: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under the control of the Depot Engineer, Vryheid.

Item No	Work Description – 88kV High Voltage AC Disconnects at Maqwabe Substation	Unit of measure	Qty	Rate	Price Amount
1	Supply and Complete installation of Auto earth 88kV HV AC Disconnects.	Sum	1		
2	Running out and terminating new cable 25meter copper cable.	Sum	1		
3	Testing of the Auto earth AC Disconnect.	Sum	1		
4	P's & G's	Sum	1		
				<b>Subtotal</b>	
				<b>Vat@15%</b>	
				<b>Total Inclusive of Vat</b>	

## PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	12
<b>Total number of pages</b>		<b>13</b>

## SECTION 1

### 1 Description of the Works

The *Contractor's* design for the works shall be in accordance with the scope of work and shall take every clause into consideration. The Scope of Works should be followed the works that the *Contractor* is to perform involve supply, install and commission the 88kv double pole ac disconnects at Hlungwana, Maqwabe, ac traction substations under Vryheid depot

#### 1.1 Executive overview

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

The works that the *Contractor* is to perform involve supply, install and commission the 88kv double pole ac disconnects at Hlungwana, Maqwabe, ac traction substations under Vryheid depot. The installation and drawings should in accordance with Transnet specification BBB 7842

#### 1.2 Scope of Work

##### DISCONNECTORS COMBINED WITH EARTHING SWITCHES

- a. This section shall be read in conjunction with SANS 62271-102
- b. The combined AC disconnects and earthing switches shall be designed, manufactured and tested in accordance with SANS 62271-102.
- c. Disconnects and earthing switches shall have been type tested to verify performance and safety. Proof of these tests in the form of type test certificate shall be included in the tender documents.
- d. The disconnects shall be provided with means for earthing the load side of the circuit, either by means of a separate earthing switch interlock with its operating mechanism or contacts so placed that when the disconnect is in the open position the load side is earthed.
- e. The AC disconnects shall be of the air break type with the blades operating in the horizontal plane.
- f. The operation of the AC disconnects shall be manual.
- g. The operating mechanism shall be constructed of anti- corrosive material to prevent sticking due to rust. All ferrous material shall be galvanised.
- h. The operating handle shall be provided with suitable attachments to enable it to be locked in the up (closed) position and in the down (open earthed) position by standard locks supplied by Transnet Freight Rail.
- i. The operating assembly shall be fixed at a satisfactory operating height of approximately 1m from the bottom of the structure.

- j. A mechanism shall be provided to mechanically interlock the operating handle with the associated primary circuit breaker to ensure that operation is only possible when the circuit breaker is in the open position. It must however be possible to close the primary circuit breaker when the earthing switch is in the earthed position.
- k. Electrical contacts shall be lifted to interlock the operating handle with the associated primary circuit breaker. In the event of an accidental operation or movement of the operating handle the primary circuit breaker will be tripped before the main contact of the AC disconnect starts opening.  
 l. A notice with the following inscription shall be mounted next to the operating mechanism
  - “DO NOT OPERATE UNDER LOAD”

**SUPPORT STRUCTURE**

- a. The combined AC disconnects and earthing switches shall be rigid mounted on robust, hot dipped galvanised supporting structure or pedestals in accordance with SANS 121.
- b. The supporting steel structure or pedestals shall provide a minimum clearance of 3.6m (up to 88KV) or 4.1m (above 88KV) from the lowest live high voltage connection to finished yard level. Outline drawing submitted with the tender must indicate the actual clearances proposed.
- c. The *contractor* shall be responsible to calculate the prospective short circuit current values and ampere values of the circuit breakers, considering cable sizes.
- d. These values shall be recorded on schematic drawings and supplied to Transnet Rail Infrastructure Manager for approval.

**CLEARANCES**

The following safety clearances shall be maintained between any live conductor and earthed metal.

<b>Nominal phase to phase r.m.s. voltage</b>	<b>66KV</b>	<b>88KV</b>	<b>132KV</b>
<b>Highest phase to phase r.m.s. voltage</b>	<b>72KV</b>	<b>100KV</b>	<b>145KV</b>
<b>Safety clearance</b>	<b>770mm</b>	<b>1000mm</b>	<b>1450mm</b>

- a. The combined AC disconnects and earthing switches shall be rigid mounted on robust, hot dipped galvanised supporting structure or pedestals in accordance with SANS 121.
- b. supporting steel structure or pedestals shall provide a minimum clearance of 3.6m (up to 88KV) or 4.1m (above 88KV) from the lowest live high voltage connection to finished yard

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level. Outline drawing submitted with the tender must indicate the actual clearances proposed.

- c. The *Contractor* shall be responsible to calculate the prospective short circuit current values and ampere values of the circuit breakers, considering cable sizes.
- d. These values shall be recorded on schematic drawings and supplied to Transnet Rail Infrastructure Manager for approval.

### 1.3. Equipment required to be included in the works.

1.3.1 As stipulated in the scope of works indicated in 1.3. Employer's design or Scope of Works.

A minimum of two of each equipment required to execute the work, is as follows:

- Generator
- Torque Wrench
- Crane Truck
- Drill
- Step ladder

### 1.4 Site access

1.4.1 Site access certificate will only be provided to the *Contractor* once the safety file of the *Contractor* has been accepted by Transnet's Safety department. The *Contractor* and his employees (sub-contractors) who are required to work at Kombe and Mpanda Substations must undergo a one day's safety induction.

1.4.2 Restrictions to access on Site, roads, walkways, and barricades

1.4.3 Only People who have attended the safety induction and have conformed to the requirements on the safety file are allowed on site. The working hours during the Shutdown is from 06H00 to 18H00.

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

1.4.5 Transnet Rail Infrastructure Manager will not be held responsible for any losses, damage or injury to workmen while working on Transnet Rail Infrastructure Manager property.

The *Contractor* shall comply with the provision of the Occupational Health and Safety Act (Act 85 of 1993). For this Act, the site/s occupied by the *Contractor* is transferred, for the duration of the Contract, to the control of the *Contractor*, as if it is his/her property. As employer, he/she is in every respect responsible for compliance with the provisions of this Act.

The *Contractor* shall comply with the Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993). The *Contractor* shall produce proof of his/her registration and good standing with the Compensation Commissioner of the act. This proof shall be submitted with the return of these documents during the tender stage.

The *Contractor* is to ensure that the area where work is in progress is cordoned off, with hazard tape to prevent all persons not required from entering the area.

The *Contractor* must always ensure that his/her staff working next to the railway track wears reflective clothing and does not enter nor interfere with the railway track

1.4.6 No making of fires for whatever reason will be permitted on site. Any claims arising from the making or burning of farmer's property from such fires will be for the account of the *Contractor*.

1.4.7 Restrictions to access on Site, roads, walkways, and barricades.

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

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

1.4.10 Site services and facilities:

The *Contractor* to provide his own Power source, Security services and ablution facility. The *Contractor* shall provide everything necessary for providing the *Works*.

1.4.11 Any cable damaged during trenching, etc. will be for the cost of the *contractor*. No cable joins are acceptable. A new cable is to be installed. Damage to any Transnet asset on site will be for the cost of the *Contractor*.

1.4.12 Dismantle and transport the existing AC Disconnects to Vryheid depot in Vryheid.

## 1.5 Completion, testing and correction of Defects

The *work* to be done by the Completion Date: 31 July 2026

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

Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of the Works: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under Vryheid

Item of work	To be completed by
Complete installation of Auto earth AC Disconnects.	Prior to or on the July 2026
Running out and terminating new cables.	Prior to or on the July 2026
Testing of the Auto earth AC Disconnect.	Prior to or on the July 2026

- I. The *Contractor* is permitted to carry out the following works after Completion: Minor defects that do not prevent the energising of the Substation.
- II. Testing of AC Disconnect to take place in accordance with Transnet specification BBB 7842.
- III. Take over procedures will entail completing a hand-over document (GI.018) indicating all the faults identified. These faults are faults that will not interrupt cancellation of the work permit and return the substation to service.
- IV. The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.
- V. The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the state combination of Mechanical, Electrical, General Layout status of the completed works.
- VI. The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of Maintenance and Operating Manuals at the earlier of take-over or Completion.
- VII. Where the *Contractor* has presented Maintenance and Operating Manuals as appropriate to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion.
- VIII. Access given by the *Employer* for correction of Defects will be during the Coalline Double line occupation date. (1 day in a month)

## 2. Specifications

Specifications	Title
ISO 9001 Quality Management systems.	
SANS 121: Hot dip galvanized coatings on fabricated iron and steel articles.	
SANS 10280: Overhead power lines for conditions prevailing in South Africa Part 1: Safety.	
SANS 60273: Characteristics of indoor and outdoor post insulators for systems with nominal voltages greater than 1000 V.	

SANS 60529: Degrees of protection provided by enclosures (IP Code).	
SANS 60815: Selection and dimensioning of high-voltage insulators intended for use in polluted conditions.	
SANS 62271-102: High voltage switchgear and control gear part 102: Alternating Current disconnectors and earthing switches.	
BBF3690 Electrical Safety Instructions.	
SANS 10142 Wiring Code.	
CEE.0224: Drawings, catalogues, instruction manuals, spares list for electrical equipment supplied under contract.	

### 3. Constraints on how the Contractor Provides the Works

3.1. The Contractor shall not make use of any Sub-Contractor to perform the Works or parts thereof without prior permission from the Project Manager.

3.2. The Contractor shall ensure that a safety representative is always on site.

Adopted from time to time and instructed by the Project Manager. Such compliance shall be entirely at his own cost and shall be deemed to have been allowed for in the rates and prices in the contract.

3.3 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications: -

3.4 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

3.5 The Occupational Health and Safety Act (Act 85 of 1993).

3.6 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.

3.7 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager.

3.8 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.

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- 3.9 The *Contractor's* Health and Safety Programme shall be subject to agreement by the *Project Manager*, who may, in consultation with the *Contractor*, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.
- 3.10 In addition to compliance with clause 1.4 hereof, the *Contractor* shall report all incidents in writing to the *Project Manager*. Any incident resulting in the death of or injury to any person on the Works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 3.11 The *Contractor* shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment's.
- 3.12 A penalty charge of **0.1%** of the service price per day will be levied for late completion.
- 3.13 The *Contractor* shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the service shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed *Project Manager* must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the *Project Manager* in writing.
- 3.14 The *Contractor* shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the *Contractor* regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the *Project Manager* and must be countersigned by the *Contractor*.
- 3.15 Both books mentioned above shall be the property of Transnet and shall be handed over to the *Project Manager* on the day of energising or handing over.
- 3.16 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 3.17 The *Contractor* will assume full responsibility for assuring that the products purchased meet the requirements of Transnet for function, performance, and reliability, including purchased products from 3<sup>rd</sup> part suppliers/Manufacturers.
- 3.18 The *Contractor* shall prove to Transnet that his equipment or those supplied from 3<sup>rd</sup> party suppliers/manufacturers confirms to Transnet specifications.
- 3.19 The *Contractor* will remain liable for contractual delivery dates irrespective of deficiencies discovered during Workshop inspections.
- 3.20 The *Contractor* shall ensure that equipment to be supplied is suitable installation for coastal areas. All porcelain equipment should be coated with insulation coating before commissioning.
- 3.21 Transnet reserves the right to award the contract based on delivery period due to the urgency of this substation.
- 3.22 Transnet reserves the right to award the contract in portions pertaining different work execution specialisation.

#### **4. Tests and inspections before delivery**

- 4.1 The *Contractor* to submit to the *Project Manager* two weeks in advance date for the Factory test of the Auto earth AC Disconnect. Transnet will be invited to witness the Factory test.

#### **5. Requirements for the programme**

- 5.1 Programme of work : To be submitted by successful *Contractor*
- 5.2 Format : Bar chart
- 5.3 Information : How *work* is going to be executed and commissioned
- 5.4 Site diary : Successful *Contractor* to supply in triplicates carbon copies
- 5.5. Personnel Qualification : Trade Test for Electrician

#### **6. Services and other things provided by the *Employer***

- 6.1 Transnet shall have an electrician/technical assistant available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 6.2 Upon successful completion of the *Works* to the satisfaction of Transnet shall perform necessary protection tests and commission the equipment.

Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of the Works: For the supply, install and commission the 88kv double pole AC disconnects at Hlungwane, Maqwabe, AC traction substations under Vryheid

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## 7 The Contractor's Invoices

7.1 When the *Project Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

7.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number

7.4 The invoice contains the supporting detail

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

7.6 Invoices submitted by post are addressed to:

For the attention of:

*Project Manager*: Linda Nkosi

Vryheid

7.7 Invoices submitted by hand are presented to:

Akhona Jaca

121 Jan Moolman, Vryheid

7.8 The invoice is presented as an original.



Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of the *Work*: supply, install and commission the 88kv double pole ac disconnects at Hlungwana, Maqwabe, ac traction substations under Vryheid depot

## **PART 4: SITE INFORMATION**

Core clause 11.2(16) states

"Site Information is information which

describes the Site and its surroundings and is in the documents which the Contract Data states it is in."

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

### **Description of the Site and its surroundings**

#### **General description**

Hlungwana Substation and Maqwabe substation are situated in KwaZulu-Natal.

From Vryheid Depot to Hlungwana Sub is about a 65 km.

From Vryheid Depot to Maqwabe Sub is about 43 km.

All Substations have Voltage levels of 25KV and 88KV. During the Coal line Shutdown, the substation will be isolated by a Project Manager, and the Contractor must sign the Work permit before any work may commence. The road to sites is mostly tarred. Contractors will be provided a site access certificate only after their Safety File has been approved by a Transnet Safety Specialist. The contractor will only be allowed to work under work permit conditions which will be taken by a Transnet Electrician and is the responsible person in charge of the site. Access will only be granted to workers that have had Transnet approved induction.

Working hours: Shutdown 06H00 to 18H00.

#### **Existing buildings, structures, and plant & machinery on the Site**

- Vehicles must be parked outside the substation to avoid outdoor yard equipment being damaged.

#### **Subsoil information**

- No information available.

#### **Hidden services**

- Earth Mat and electrical cables



Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/04/0703/4337/RFQ

Description of the *Work*: supply, install and commission the 88kv double pole ac disconnects at Hlungwana, Maqwabe, ac traction substations under Vryheid depot

### **Other reports and publicly available information**

A site inspection will be arranged, which must be attended by tenderers. Further details regarding date and time will appear in the appointment letter.

#### **1.6 Hidden services**

Not applicable

#### **1.7 Other reports and publicly available information**

Not Applicable