

TRANSNET RAIL INFRASTRUCTURE MANAGER

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

REPLACEMENT OF 88KV CIRCUIT BREAKERS AT VRYHEID TRIM MAINTENANCE DEPOT IN THE EASTERN REGION AND SUPPLY, INSTALL AND COMMISSION OF THE 88KV PRIMARY CIRCUIT BREAKER AT MQWABE 2 UNITS AND AT ISWEPE 1 UNIT DURING SHUTDOWN.

RFQ NUMBER	: TRIM/2026/02/0103/1738/RFQ
ISSUE DATE	: 13 MAY 2026
COMPULSORY SITE BRIEFING DATE	: 20 MAY 2026
CLOSING DATE	: 27 MAY 2026
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 unit during shutdown (<i>works</i>)						
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://esuppliersportal.transnet.net/portal/ (please use Google Chrome to access Transnet link) FREE OF CHARGE						
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted</p> <table border="0"> <tr> <td>Iswepe Distribution Substation</td> <td>26°49'15,60" S</td> <td>30°28'59,26 E</td> </tr> <tr> <td>Mqwabe Traction Substation</td> <td>27°32'29.55"S</td> <td>30°47'14.32"E</td> </tr> </table> <p>on the 20 May 2026 at 10:30 am for a period of {± 1hour}.</p> <p>For commercial enquiries: Emelda Chauke by email to: emelda.chauke@transnet.net</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> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-1. hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p>	Iswepe Distribution Substation	26°49'15,60" S	30°28'59,26 E	Mqwabe Traction Substation	27°32'29.55"S	30°47'14.32"E
Iswepe Distribution Substation	26°49'15,60" S	30°28'59,26 E					
Mqwabe Traction Substation	27°32'29.55"S	30°47'14.32"E					

	<p>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.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
<p>CLOSING DATE</p>	<p>10:00 am on 27 May 2026</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration</p>

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
[\(https://esupplierportal.transnet.net/portal/\)](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;
- d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;
- e) Respondents are to submit bid documents by uploading them onto the system against each tender selected.
 A 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

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.
- 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 RFQ 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 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**

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2: Returnable documents Part C: The contract 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 Form of Guarantee C2.1 Pricing instructions C2.2 Bill of Quantities C3.1 Works Information C4.1 Site information
C.1.4	The <i>Employer's agent</i> is: Regional 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 Yvonne.scannell@transnet.net

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 **3EP** 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** 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
- 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.

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.

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

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/2026/02/0103/1738/RFQ

The Tender Description: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and, supply and install 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 unit during the shutdown.

Documents must be marked for the attention of:

Employer's Agent:

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

C.2.15 The closing time for submission of tender offers is:
Time: **10h00am** on the **27 May 2026**
Location: The Transnet e-Tender Submission Portal:
(<https://esuppliersportal.transnet.net/portal/>)

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in 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 Work program	40
T2.2-3 Management & CVs of Key Persons and qualifications	10
T2.2-4 Experience in installing equipment of substations	50
Maximum possible score for Functionality	100

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

- T2.2-2 Work program
- T2.2-3 Management & CVs of Key Persons and qualifications
- T2.2-4 Experience in installing equipment of substations

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90, and 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

Selected Specific Goal	Number of points allocated (80/20)
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

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	CI 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,
- 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.

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2.1 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 Schedules will be utilised for evaluation purposes:

T2.2-2 **Evaluation Schedule:** Work program

T2.2-3 **Evaluation Schedule:** Management & CVs of Key Persons and qualifications

T2.2-4 **Evaluation Schedule:** Previous Experience in installing equipment of substations

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 Information 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 Service's Provider Integrity Pact
- T2.2-21 Supplier Code of Conduct

Transnet Rail Infrastructure Manager

Tender Number: TRIM/2026/02/0103/1738/RFQ

Description of the *Works*: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

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

Transnet Rail Infrastructure Manager

Tender Number: TRIM/2026/02/0103/1738/RFQ

Description of the Works: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

T2.1-1: 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/2026/02/0103/1738/RFQ

Description of the Works: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Work program relevant to project submitted by the Tenderer:

Scoring will be as follows;

	Work program
Score 0	Did not submit any proof of Work program
Score 40	The <i>Work</i> program omits important activities. The timing and correlation of activities is not consistent with the approach paper. There is a lack of clarity and logic in the sequencing of activities.
Score 70	The <i>Work</i> program contains Key activities that are included in the activity schedule but are not in detail as per specification. Minor inconsistencies between timing, deliverables, and approach paper.
Score 90	The <i>Work</i> program correlates with the approach paper. Some important activities are indicated in the activity schedule with details of how the activities will be carried. The timing and sequencing are appropriate and consistent with project specifications and requirements.
Score 100	The <i>Work</i> program covered all critical activities as defined on the specification. The sequencing and timing of activities are well defined. The <i>Work</i> program has been developed such that it allows crushing of activities to maximize project lead time

Signed

Date

Name

Position

Tenderer

T2.2-3 Evaluation Schedule: Management & CVs of Key Persons and qualifications

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

i. The qualifications of assigned key persons in relation to the scope of Work will be evaluated. The following qualification will be required:

- **Working at Heights certificate**

ii Comprehensive CV's should be attached to this schedule:

As a minimum each CV should address the following, but not limited to;

Personal particulars

- a. Name
- b. Place (s) of tertiary education and dates associated therewith
- c. Professional awards

iii Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)

Name of current employer and position in enterprise

Overview of post graduate experience (year, organization and position)

Outline of recent assignments / experience that has a bearing on the Scope of Work

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1			
2			
3			
4			
5			
6			

Transnet Rail Infrastructure Manager

Tender Number: TRIM/2026/02/0103/1738/RFQ

Description of the Works: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate Qualifications and experience of the key staff submitted by the Tenderer

The scoring of Qualifications and experience of the key staff will be as follows:

	Qualifications and experience of the key staff
Score 0	No proof of CV and qualification submitted
Score 40	CV's submitted with certificates not related to working at heights
Score 70	CV's submitted without working at heights certificate
Score 90	Working at heights certificate submitted without CV's
Score 100	CV's and Working at heights certificate submitted

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

Signed

Date

Name

Position

Tenderer

T2.2-4 Evaluation Schedule: Previous Experience in installing equipment of substations

Note to tenderers:

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

- Installation and commissioning of substations
 - Reference letter from previous clients or,
 - Copy of Completion certificate for previous projects or,
 - Copy of task order or hand-over certificates for completed sites for current project/s.
- A list of past / current comparable projects.

Client	Client contact details	Project Description	Year of project completion	Contract Value

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

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate The entity's experience with respect to specific aspects of the project /comparable projects. submitted by the Tenderer

The scoring of the entity's experience with respect to specific aspects of the project /comparable projects will be as follows:

	Previous Experience with installing, testing, and commissioning equipment at the substations
Score 0	Did not submit any proof of Reference letters from previous clients or copies of Completion certificates for previous projects or copies of task order or hand-over certificates for completed sites for current project/s to install, test and commission of equipment at the substations
Score 40	Contractor has experience to install, test and commission equipment at the substations and completed one to two (1-2) projects and submitted Reference letters from previous clients or copies of Completion certificates for previous projects or copies of task order or hand-over certificates for completed sites for current project/s
Score 70	Contractor has experience to install, test and commission of equipment at the substations and completed three (3) projects and submitted Reference letters from previous clients or copies of Completion certificates for previous projects or copies of task order or hand-over certificates for completed sites for current project/s
Score 90	Contractor has experience to install, test and commission of equipment at the substations and completed four (4) projects and submitted Reference letters from previous clients or copies of Completion certificates for previous projects or copies of task order or hand-over certificates for completed sites for current project/s
Score 100	Contractor has experience to install, test and commission of equipment at the substations and completed five (5) projects and submitted Reference letters from previous clients or copies of Completion certificates for previous projects or copies of task order or hand-over certificates for completed sites for current project/s

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/2026/02/0103/1738/RFQ

Description of the *Works*: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

Signed

Date

Name

Position

Tenderer

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	_____		

T2.2-8: Health and Safety Questionnaire

1. SAFE WORK PERFORMANCE			
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 Work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of Service's er 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 Work Day 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 Service's er 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? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. CITATIONS			
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:		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State?		

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	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:

3. CERTIFICATE OF RECOGNITION

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

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"/>	SERVICE'S PLACE 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 WORKS	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
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"/>

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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 WORKS 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 SERVICE'S ER 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? _____

Do you have a hazard assessment process? Yes No

- 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?
-

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Programme?

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<input type="checkbox"/> Yes <input type="checkbox"/> No
How does your company measure its H&S success? <ul style="list-style-type: none"> Attach separate sheet to explain

7.	SAFETY STEWARDSHIP					
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"/>
8	PERSONNEL					
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:						
9	REFERENCES					
List the last three company's your form has Service's ed for that could verify the quality and management commitment to your occupational Health & Safety Programme						
	Name and Company	Address		Phone Number		

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.	Service's place 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			

Total Health and Safety Estimate (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	

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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

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B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

Transnet Rail Infrastructure Manager

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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

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:

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

Attach additional pages if more space is required.

T2.2-13: 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 Service's		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 Service's		Amount of Service's ed	Percentage of Service's
% 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"/>	

Transnet Rail Infrastructure Manager

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Name of Proposed Subcontractor			Address		Nature of Service's		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 Service's		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"/>	

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	

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 FRAMESERVICE’S 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

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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.

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

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

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 Service’s ss, Service’s s 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);

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- (g) **“functionality”** means the ability of a bidder to provide goods or Service’s ss 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 EEnterprise 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.
- (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
Entities that are at least 30% Black Women Owned Entities	10

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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:

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

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

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

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

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

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4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 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 least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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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 Service's s provider
- Other Service's s 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 to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without

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disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES
<p>1.</p> <p>.....</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or Service's ss to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

Transnet Rail Infrastructure Manager

Tender Number: TRIM/2026/02/0103/1738/RFQ

Description of the *Works*: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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 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

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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 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.

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- 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.

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.

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7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed	Date
Name	Position
Tenderer	

.....

T2.2-17: 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]

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.

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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 "Service's s Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

Transnet Rail Infrastructure Manager

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-19 Certificate of Acquaintance with Tender DocumentsNAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Service's ss 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 Service's ss will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.

Transnet Rail Infrastructure Manager

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Description of the *Works*: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

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 Service's ss to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this ____ day of _____ 20__

SIGNATURE OF TENDERER

T2.2-20 Service's 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/Service's s Providers/Contractor")

PREAMBLE

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

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

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

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

1 OBJECTIVES

- 1.1 Transnet and the Tenderer/Service's s Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the Service's s, goods and Service's ss; and
 - b) Enable Tenderers/Service's s Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE'S S PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or Service's ss. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service's s 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

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contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service's s Provider/Contractor commits to the following:

- a) The Tenderer/Service's s Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service's s Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service's s Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service's s Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service's s Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service's s Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service's s Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service's s Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service's s Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service's s Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service's s Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service's s Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service's s Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance Programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service's s Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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3.10 The Tenderer/Service's s 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 Service's against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Service's ss 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.

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- 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 Service's ss 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 RFQ; 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 Service's ss 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 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service's s Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service's s Provider/Contractor into question, Transnet may reject the Tenderer's / Service's s Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service's s Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service's s Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service's s Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service's s Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However,

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Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Service's s Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Service's ss, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service's s 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:
- Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - 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;
 - has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

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- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service's Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Tenderer/Service's s Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service's s Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service's s Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service's s Provider/Contractor can be rejected from the registration process or removed from the Tenderer/ Service's s 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 9Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service's s Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service's s Provider/Contractor. However, the proceedings with the other Tenderer/ Service's s Provider/Contractor may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service's s Provider/Contractor;
 - c) Recover all sums already paid by Transnet;

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- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service's s Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer/Service's s Provider/Contractor; and
- f) Exclude the Tenderer/ Service's s Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer/Service's s Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service's s Provider/ Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFQ") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer/Service's s Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service's s Provider/Contractor.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service's s Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service's s 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 / Service's s Provider / Contractor make a false statement either in giving evidence or on an affidavit;

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- c) **Scurrilous allegations:** where a Tenderer / Service's s Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service's s Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Tenderer/Service's s Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service's s Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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

Signature

Date

T2.2-21 : Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.

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- Suppliers must be evaluated and approved before any materials, components, products or Service's ss 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

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 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).

Tender Number: TRIM/2026/02/0103/1738/RFQ

Description of the Works: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

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:

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

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

Signature of Respondent's authorised representative: _____

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

Tender Number: TRIM/2026/02/0103/1738/RFQ

Description of the Works: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

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.

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the Contractor 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)			

Transnet Rail Infrastructure Manager

Tender Number: TRIM/2026/02/0103/1738/RFQ

Description of the Works: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

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:

.....

.....

.....

.....

.....

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>Company registered before 1 May 2011: CM1 – Incorporation of a Company</p> <p>Company registered after 1 May 2011: CoR 14.3 – Company Registration Certificate</p>	
4.	Proof of Ownership / Management	<p>Company registered before 1 May 2011</p> <ul style="list-style-type: none"> CM29 – Contents of Register of Directors, Auditors and Officers <p>Company registered after 1 May 2011</p> <ul style="list-style-type: none"> CoR 15.1 Memorandum of Incorporation -MOI CoR 39 – Contents of Register of Directors, Auditors and Officers <p>Clear certified copy of Identity Document/s of Directors. If company has >5 directors, only 5 IDs are required</p>	
5.	BBBEE	EME (Turnover below R10m)	
		<ul style="list-style-type: none"> EME Affidavit signed by EME NO certificates by SANAS accredited BBBEE verification agency accepted NO accountant letters are accepted 	
		QSE (Turnover between R10m and R50m)	
		IF >51% black owned	
		<ul style="list-style-type: none"> QSE Affidavit signed by QSE or Certificate by SANAS accredited verification agency NO accountant letters are accepted 	
		IF < 51% black owned, certificate by SANAS accredited BBBEE verification agency	
		Large enterprise (Turnover above R50m)	
<ul style="list-style-type: none"> Certificate by SANAS accredited BBBEE verification agency 			
Non-compliant (No certificate / In process of certification / Level 9 certificate)			
<ul style="list-style-type: none"> Confirmation that supplier is not BBBEE compliant. An email is sufficient. 			
6.	Proof of CSD registration	MAAA number	

Tender Number: TRIM/2026/02/0103/1738/RFQ

Description of the Works: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

ANNEXURE A: SUPPLIER DECLARATION FORM

Important Notice: all organisations, institutions and individuals who wish to provide goods and/or Service's ss 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 Or ID 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? <i>(If YES state the previous details below)</i>					Yes	No
Trading Name						
Registered Name						
Company Registration No Or ID 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
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 Exempted from VAT registration , 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						

Tender Number: TRIM/2026/02/0103/1738/RFQ

Description of the Works: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 during shutdown

Company Contact Person													
Designation													
Telephone Number													
Main Product / Service's s 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							
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.													
Most Recent Financial Year's Annual Turnover		<R10 Million EME			>R10 Million <R50 Million QSE			>R50 Million Large Enterprise					
Does your company have a valid Proof of B-BBEE Status?					YES			NO					
Please indicate your Broad Based BEE status (Level 1 to 9)					1	2	3	4	5	6	7	8	9
Majority Race of Ownership (please selected correct Majority Ownership for your company)					Black			White					
BBBEE Score		% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership							
% Black Youth Ownership		% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans							
Please Note: Please provide proof of B-BBEE status as per Appendix III and IV: <ul style="list-style-type: none"> 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; EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix III and IV respectively; 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; A certified South African identification document will be required for all Black Youth Ownership. 													
Supplier Development Information Required													
EMPOWERING SUPPLIER		YES		<input type="radio"/>		NO		<input type="radio"/>					
FIRST TIME SUPPLIER		YES		<input type="radio"/>		NO		<input type="radio"/>					
SUPPLIER DEVELOPMENT PLAN		YES		<input type="radio"/>		NO		<input type="radio"/>					
DEVELOPMENT PLAN DOCUMENT		If Yes - Attach supporting documents											
ENTERPRISE DEVELOPMENT BENEFICIARY		YES		<input type="radio"/>		NO		<input type="radio"/>					
SUPPLIER DEVELOPMENT BENEFICIARY		YES		<input type="radio"/>		NO		<input type="radio"/>					
GRADUATION FROM ED TO SD BENEFICIARY		YES		<input type="radio"/>		NO		<input type="radio"/>					
ENTERPRISE DEVELOPMENT RECIPIENT		YES		<input type="radio"/>		NO		<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)



Appendix II

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 Service's ss 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, _____

Full name & Surname	
Identity number	

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.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>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 –</p> <ul style="list-style-type: none">) 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- <ul style="list-style-type: none"> i. Before 27 April 1994; or i. 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 2003as 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 100of 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	Level One (135% B-BBEE procurement recognition)	
More than 51% blackowned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% blackowned	Level Four (100% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oathand 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, _____

Full name & Surname	
Identity number	

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:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Proprietor etc.)	
Nature of Business:	
Definition of "Black People"	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	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (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**



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:

Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 unit during shutdown

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness

(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:

Acceptance

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

agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the 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).



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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
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.

	For the tenderer:	For the Employer
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	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<p>B: Priced contract with bill of quantities contract</p> <p>W1: Dispute resolution procedure</p> <p>X2 : Changes in the law</p> <p>X7: Delay damages</p> <p>X13: Performance Bond</p> <p>X16: Retention</p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	

10.1	The <i>Employer</i> is: Address	<p>Transnet SOC Ltd</p> <p>Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</p>
	Having elected its Contractual Address for the purposes of this contract as:	<p>Transnet Rail Infrastructure Manager 6 Minnaar Street Pretoria</p>

TRANSNET RAIL INFRASTRUCTURE MANAGER

CONTRACT NUMBER: Trim/2026/02/0103/1738/RFQ

DESCRIPTION OF THE *WORKS*: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 unit during shutdown.



0002

Tel No.

012 315 2008

10.1	The <i>Project Manager</i> is (name):	Linda Takalo
	Address	Transnet Rail Infrastructure Manager Network Building, Room 11 227 Mark Street Vryheid
	Tel	083 980 1922
	e-mail	Linda.Takalo@transnet.net
11.2(2)	The Site Information is	C4
11.2(13)	The <i>works</i> are	Supply and Install 88kV Primary Circuit Breakers at Mqwabe 2 units and at Iswepe 1 unit during Shutdown
11.2(14)	The following matters will be included in the Risk Register	Working under High voltage permit with the risk of electrocution, head injuries from overhead equipment and falling object and risk of falling from height.
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description of the Site and its surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 days
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	July 2026
31.2	The <i>starting date</i> is	July 2026
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Data
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	July 2026 <i>conditions of contract.</i>
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.



42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(1 3)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 08:00 hours South African Time</p> <p>and these measurements: Not applicable</p>
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	All boundaries of the Site
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za.



7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8 Risks and insurance		
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
	4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."



84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* provides these additional Insurances

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected

2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.

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

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*.



84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Chairman of the Association of Arbitrators (Southern Africa) The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Johannesburg, South Africa The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>works</i> are:	R1 000,00 per day
X13	Performance bond	5% of the total of the Prices
X13.1	The amount of the performance bond is	
X16	Retention	
X16.1	The retention free amount is	Nil
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil.
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices.
X18.5	The <i>end of liability date</i> is	12 months
Z	<i>Additional conditions of contract</i>	
Z1	Obligations in respect of Termination	
Z1.1	The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and Under the second main bullet, insert the following additional bullets after the last sub-bullet: <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23) 	
Z1.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows: Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z2	Right Reserved by Transnet to Conduct Vetting through SSA	

Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z3	Additional clause relating to Collusion in the Construction Industry
Z3.1	<p>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
Z4	Protection of Personal Information Act
Z4.1	<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>

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	



DESCRIPTION OF THE *WORKS*: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 unit during the July 2026 shutdown

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

E **Cost reimbursable contract**

11.2(12) The *price list* is in

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.

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 Freight Rail
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No TRIM/2026/02/0103/1738/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 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.



Description of the work: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 unit during shutdown.

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/2026/02/0103/1738/RFQ

Description of the *Work*: Replacement of 88kv circuit breakers at Vryheid TRIM Maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Isepe 1 unit during shutdown,

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	4
C2.2	Bill of Quantities	2

C2.1 Pricing Instructions: Option B

1. The *conditions of contract*

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

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

Identified and defined terms	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> • the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and • a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(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.</p>

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.

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.

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.

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

Transnet Freight Rail
 Tender Number: Trim/2026/02/0103/1738/RFQ
 Description Of The Service : Replacement of 88kv circuit breakers at Vryheid TRIM Maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Isepe 1 unit during shutdown,

Measurement and payment

Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number

Transnet Freight Rail
 Tender Number: Trim/2026/02/0103/1738/RFQ
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Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

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.

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.

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.

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.

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.

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.

Transnet Freight Rail

Tender Number: Trim/2026/02/0103/1738/RFQ

Description Of The Service : Replacement of 88kv circuit breakers at Vryheid TRIM Maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Isepe 1 unit during shutdown,

C2.2 Bill of Quantities

Table A: Iswepe Distribution Substation					
Item No	Item Description	Unit	Quantity	Unit Rate	Total price
1.	Metal Structures and Foundation removal and modifications	Sum	1		
2.	Supply and Complete installation of 88kV Primary Circuit Breaker at Iswepe Distribution Substation.	Sum	1		
3.	Running out and terminating new cable from Control Panel to Breaker	Sum	1		
4.	Transport all removed structure and equipment to the local Depot	Sum	1		
5.	Pre-Testing and Commissioning of the 88KV Primary Circuit Breaker after Installation	Sum	1		
6.	P's & G's	Sum	1		
Total Price					

Transnet Freight Rail

Tender Number: Trim/2026/02/0103/1738/RFQ

Description Of The Service : Replacement of 88kv circuit breakers at Vryheid TRIM Maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Isepe 1 unit during shutdown,

Table B: Mqwabe Traction Substation					
Item No	Item Description	Unit	Quantity	Unit Rate	Total Price
1.	Metal Structures and Foundation removal and modifications	Sum	2		
2.	Supply and Complete installation of 88kV Primary Circuit Breaker at Mqwabe Traction Substation.	Sum	2		
3.	Running out and terminating new cable from Control Panel to Breaker	Sum	2		
4.	Transport all removed structure and equipment to the local Depot	Sum	2		
5.	Pre-Testing and Commissioning of the 88KV Primary Circuit Breaker after Installation	Sum	2		
6.	P's & G's	Sum	1		
Total Price					

No.	Table Description	Amount
1.	Table A: Iswepe Distribution Substation	
2.	Table B: Mqwabe Traction Substation	
	Total excluding VAT	
	VAT	
	Total Including VAT	

PART C3: SCOPE OF WORK

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C3.2	<i>Contractor's Works</i> Information	1
Total number of pages		20



C3.1 EMPLOYER’S WORKS INFORMATION

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The *Works* That the *Contractor* is to perform involves the Design, Supply, Install And Commission Of 88kv Primary Circuit Breaker at Mqwabe X2 Units and Iswepe X1 Unit, AC Traction Substations under the Control of the Depot Engineer, Vryheid

1.2 Interpretation and terminology

The following abbreviations are used in this *Works* Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorized Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
EO	Environmental Officer
HAW	Hazard Assessment Workshop
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager

Transnet Rail Infrastructure Manager
Contract Number: TRIM/2026/02/0103/1738/RFQ
Description of the *work*: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 unit during shutdown



PSSM	Project Site Safety Manager
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ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health and Environment
SHEC	Safety, Health and Environment Co-ordinator
SIP	Site Induction Programme
SMP	Safety Management Plan
SSRC	Site Safety Review Committee

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

The *Contractor's* design for the *works* shall be in accordance with Transnet specification SANS 62271-102 and shall take every clause into consideration.

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

The *Contractor's* design for the *works* shall be in accordance with Transnet specification SANS 62271-102 and shall take every clause into consideration.

- 2.2.1 Unless expressly stated to form part of the design responsibility of the Employer as stated under 2.1 Employer's design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

2.3 Procedure for submission and acceptance of *Contractor's* design

- 2.3.1 The *Contractor* shall address the following procedures:
 The *Contractor* must submit all designs to the *Project Manager* for approval prior to any construction taking places.
- 2.3.2 The *Contractor* undertakes design safety reviews with the *Project Manager*.
- 2.3.3 Documentation Submission
 In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the specification SANS 62271-102.

2.4 Review and Acceptance of *Contractor* Documentation

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

In undertaking the 'Works', the *Contractor* shall conform and adhere to the requirements of

the specification SANS 62271-102

2.5 Use of *Contractor's* design

- 2.5.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction at an alternative site, re-construction, refurbishment, repair, maintenance and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.
- 2.5.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works*.

2.6 Design of Equipment

- 2.6.1. Shall be carried out in accordance to Transnet specification SANS 62271-102

2.7 Equipment required to be included in the *works*

- 2.7.1 As stipulated in Transnet specification SANS 62271-102

2.8 As-built drawings, operating manuals and maintenance schedules

- 2.8.1 The *Contractor* provides the following before the Substation is returned to service:
- Maintenance/Operating Manuals
- 2.8.2 **As-Built/Final Documentation**
In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of Transnet specification SANS 62271-102.
- 2.8.3 **Installation, Maintenance and Operating Manuals and Data Books**
In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the Transnet specification SANS 62271-102

3 Construction

3.1 Site services & construction constraints

- 3.1.1 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 Mqwabe and Iswepe Substation must undergo a one day's safety induction.
- 3.1.2 Restrictions to access on Site, roads, walkways and barricades.
- 3.1.3 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 (July 2026) are from 06H00 to 18H00.
- 3.1.4 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.

- 3.1.5 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 the purpose of 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, in particular, 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* must at all times ensure that his/her staff working next to the railway track wears reflective clothing and does not enter nor interfere with the railway track.

- 3.1.6 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*.
- 3.1.7 Dismantle and transport the existing AC Disconnects to Vryheid depot in Vryheid.
- 3.1.8 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*.
- 3.1.9 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.
- 3.1.10 Site information 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*.
- 3.1.11 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.

3.2 Completion, testing and correction of Defects

- 3.2.1 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.

Item of work	To be completed by
Complete installation of 88KV Primary Circuit Breaker	Prior to or on the 31 July 2026
Running out and terminating of a new cable	Prior to or on the 31 July 2026
Testing of the breaker	Prior to or on the 31 July 2026

- 3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion: Minor defects that do not prevent the energising of the Substation before the 30th January 2027
- 3.2.3 Testing of the breaker to take place in accordance with Transnet specification BBB1267
- 3.2.4 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.
- 3.2.5 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.
- 3.2.6 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.
- 3.2.7 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.
- 3.2.8 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.
- 3.2.9 Access given by the *Employer* for correction of Defects will be during the Coalline Double line occupation date. (1 day in a month)
- 3.2.10 Training in accordance to Transnet specification CEE0111_ISS_2019

4 Plant and Materials Standards and Workmanship

4.1 Investigation, Survey and Site Clearance

- 4.1.1 During the site briefing session, the contractor is to conduct all necessary investigation

4.2 CABLING AND WIRING

- 4.2.1 Cables and earthing conductors connected to equipment installed on steel support structures shall be supported on the steel structure vertically and horizontally by means of a cable tray. This cable tray shall be the O-Line GS50 Gridspan Wire Mesh type having a diameter of 4mm and a hot dip galvanised finish.
- 4.2.2 The cables shall be fixed to the cable trays using UV stabilised cable ties.
- 4.2.3 All dissimilar connections (Cu to Al) shall be made using bi-metallic clamps that are specifically designed and manufactured to make that particular connection (ad hoc fabricated clamps are not acceptable)
- 4.2.4 All Cu connections to steel shall be tinned and connected to earth mat.



- 4.2.5 Cabling wiring shall be in accordance with CEE.0023.90 and SANS 10142-1.
- 4.2.6 In doing any cabling, the ballast stone shall be removed, trenching and laying of cables done, the soil compacted back and the ballast washed and placed back neatly.
- 4.2.7 No joining of cables or busbar will be accepted. The contractor shall provide cables or busbar that are long enough for the application (earthing, control etc). No junction boxes underground shall be used.
- 4.2.8 The contractor shall install new cables to connect between all the outdoor yard and the indoor equipment. He shall also do all the connections and interconnections.
- 4.2.9 The existing concrete foundations shall be replaced with new foundations and shall comply with specifications S420 and the old foundations removed.
- 4.2.10 The *Contractor* shall apply anti corrosive grease type fuchs Renolit for aluminium and hardware Assemblies 001531531 for copper in all the bolt on connection at the AC disconnect

4.3 CLEARANCES

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

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

SECTION 2

5 Management and start up

5.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly – everyday Friday at 11H00.	Teleconference	<i>Employer, Project Manager Contractor</i> and as necessary and appropriate delegates.
Overall contract progress and feedback	Weekly – everyday Friday at 11H00.	Teleconference	<i>Employer, Project Manager Contractor</i> and as necessary and appropriate delegates.

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

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

5.2 Documentation Control

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

During the execution of the *works* the *Contractor* is to keep a daily site diary with two carbon copy pages. This diary will be signed by the *Contractor* and *Project Manager* on a daily basis.

5.3 Safety risk management

- 5.3.1 The *Contractor* must comply with the following SMP: Site Cardinal Rules, Project Site Induction, Hazard Management on Site, Risk Assessments, Daily Safe Task Instructions, Occupational Health and Hygiene, Safe Systems of Work, Incident Management, Site Management (as a minimum)
- 5.3.2 The *Contractor* must ensure that its Subcontractors comply with the requirements of the SMP.
- 5.3.3 The *Contractor* makes the SMP available to its employees and *Subcontractors* in the *language of this contract* and other local languages as required.

5.4 Environmental constraints and management

5.4.1 The *Contractor* complies with the following ENV-STD-001 Rev04 (CEMP):

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

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

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

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Environmental awareness training
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

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

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

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

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

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

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

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

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

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the PES

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

5.4.2 The *Contractor* complies with the following SES:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP. To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

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

5.5 Quality assurance requirements

- 5.5.1 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the contract
- 5.5.2 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 5.5.3 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works* Information.

5.6 Programming constraints

- 5.6.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the [CEMP, SES, PES and SMP state others as required] together with the associated environmental method statements.
- 5.6.2 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of Health & Safety issues, design issues, construction operations and procurement issues.
- 5.6.3 The *Contractor* uses MS Projects or Primavera for his programme submissions or a similar programme software package subject to the prior written notification and acceptance by the *Project Manager*.
- 5.6.4 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 5.6.5 The *Contractor's* programme shows duration of operations in working days.
- 5.6.6 The *Contractor's* programme shows the following levels:
- Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
 - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes

- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline
- 5.6.7 The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- 5.6.8 The *Contractor* submits programme report information to the *Project Manager* at weekly intervals leading up to the Coalline Shutdown.
- 5.6.9 The *Contractor's* weekly programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

- 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

5.7 The *Contractor's* Invoices

- 5.7.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 5.7.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 5.7.3 The invoice states the following:
Invoice addressed to Transnet SOC Ltd;
Transnet SOC Limited's VAT No: 4720103177;
Invoice number;
The *Contractor's* VAT Number; and
The Contract number _____.
- 5.7.4 The invoice is presented either by post or by hand delivery.
- 5.7.5 Invoices submitted by post are addressed to:
Transnet Freight Rail
P.O Box 20064
Empangeni
3880
For the attention of the Contract Administrator, Barbara Bhengu
- Invoices hand delivered are addressed to:
Transnet Freight Rail
Room 219
Malahle House
4 Kiewet Street
Empangeni
3880
For the attention of the Contract Administrator, Barbara Bhengu
The invoice is presented as an original.

5.8 People

- 5.8.1 Minimum requirements of people employed on the Site are as follows:
Safety File approved by Transnet safety officers.
People on site must have a valid medical certificate and they must appear on the organogram on the safety file.
Attend the compulsory Transnet Rail Infrastructure Manager safety induction. Have all appropriate Personal Protective Equipment (PPE)

CONTRACTOR'S LIABILITY

- 1.1. The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;
- 1.2. The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- 1.3. *The Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- 1.4. The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- 1.5. The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- 1.6. In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.
- 1.7. The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- 1.8. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
 - 1.8.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
 - 1.8.2. The Industrial Action Report must provide at least the following information:
 - 1.8.2.1. Industrial incident report,
 - 1.8.2.2. Attendance register,
 - 1.8.2.3. Productivity / progress to schedule reports,
 - 1.8.2.4. Operational contingency plan,
 - 1.8.2.5. Site security report,
 - 1.8.2.6. Industrial action intelligence gathered.
 - 1.8.3. The final Industrial Action Report is to be delivered 24 hours after finalization of the industrial action.

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

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

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

5.9 Plant and Materials

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

5.9.2 Where Plant and Materials for inclusion in the *works* originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

5.9.3 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

5.9.4 All equipment used for the testing and commissioning of the Protection Panels must carry a valid calibration certificate.

5.10 Tests and inspections before delivery

5.10.1 The *Contractor* to submit to the *Project Manager* two weeks in advance date for the Factory test of the 88kV Primary Circuit Breaker. Transnet will be invited to witness the Factory test.

SECTION 3

C3.2 *CONTRACTOR'S WORKS* INFORMATION

TRANSNET SPECIFICATION BBB 1267

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.

1. Description of the Site and its surroundings

1.1. General description

1.1.1 The *work* shall be performed at Transnet Rail Infrastructure Manager Mqwabe and Iswepe Substation. Substations as stated in the Contract Data.

Site Information is information about the *site* at the time of tender which the tendering *Contractor* needs to allow for in his rates and Prices. The information does not change after contract award, nor does it describe or specify anything which the Parties do during the contract. It is only referred to during administration of the contract if the *Contractor* encounters conditions which are different to those described here. The *Contractor* will then make a comparison between actual conditions encountered and those described here in his assessment of any additional cost or time he may need to be compensated for in order to complete the works. Disputes about the difference between the effects of conditions encountered and those which the *Contractor* allowed for in his Prices will be minimised if the information given here is complete and relevant. If no information is given the tendering contractor will need to guess what he may encounter thus tendering higher Prices to allow for conditions that may not even exist.

The sites are at various locations along the Coal Line between Vryheid & Maviristad. Most of the road to these sites are gravel. *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 07H00 to 17H00.

1.1.1 The ground condition is level, substation yard with HV yard stones.

If the ground around at the substation is contaminated by oil or simpler contaminates during works on site, then the contractor is liable for the rehabilitation of the soil. *Contractors* should discard waste material appropriately and leave the property as found.

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

1.2.1 Work to be done at the following sites in accordance with the scope of work C3:

- | | | |
|-----------------------------------|----------------|---------------|
| • Iswepe Distribution Substation: | 26°49'15,60" S | 30°28'59,26 E |
| • Mqwabe Traction Substation | 27°32'29.55"S | 30°47'14.32"E |

1.3. Subsoil information

1.3.1 Not applicable

Transnet Rail Infrastructure Manager

Contract Number: TRIM/2026/02/0103/1738/RFQ

Description of the *Works*: Replacement of 88kv circuit breakers at Vryheid TRIM maintenance depot in the Eastern Region and supply, install and commission of the 88kv primary circuit breaker at Mqwabe 2 units and at Iswepe 1 unit during shutdown

1.4. Hidden services

1.4.1 Sewer network line

1.4.2 Water network

1.4.3 Electrical Overhead wire from Eskom

1.4.4 No equipment or any other thing shall be supplied by the Employer to assist the *Contractor*.

1.4.5 No site services shall be provided by the *Employer*

1.5. Other reports and publicly available information

1.5.1 Not Applicable

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:
- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
 - 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:

- (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if 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;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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 opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



TECHNOLOGY MANAGEMENT.

SPECIFICATION.

**REQUIREMENTS FOR OUTDOOR
ALTERNATING-CURRENT CIRCUIT BREAKERS FOR
TRACTION AND DISTRIBUTION SUBSTATIONS**

Author:	Chief Engineering Technician Technology Management	D.O.Schulz
Approved:	Senior Engineer Technology Management	L.O.Borchard
Authorised:	Principal Engineer Technology Management	W.A.Coetzee

Three handwritten signatures in black ink, each on a dotted line. The first signature is for D.O. Schulz, the second for L.O. Borchard, and the third for W.A. Coetzee.

Date: 21st September 2009

Circulation Restricted To:

Transnet Freight Rail – Chief Engineer Infrastructure
- Technology Management

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1.0 SCOPE

- 1.1 This specification covers Transnet freight rail requirements for the design, manufacture, testing and supply of outdoor Alternating Current (AC) circuit breakers in accordance to SANS 62271-100.
- 1.2 The alternating current circuit breakers shall be suitable rated for nominal phase to phase r.m.s voltages ranging from 22 kV to 220 kV.

2.0 STANDARDS, PUBLICATIONS AND DRAWINGS

2.1 Unless otherwise specified all materials and equipment supplied shall comply with the applicable and latest editions of SANS or Transnet freight rail publication.

2.2 The following publications are referred to in this specification:

2.2.1 SOUTH AFRICAN NATIONAL STANDARDS

- | | | |
|-----------------|---|--|
| SANS 121: | - | Hot-dip Galvanized coatings for fabricated iron or steel articles. |
| SANS 1431: | - | Weldable structural steels. |
| SANS 60529: | - | Degrees of protection provided by enclosures (IP code). |
| SANS 60694: | - | Common Specifications for high-voltage switchgear and controlgear standards. |
| SANS 60815 | - | Guide for the selection of insulators in respect of polluted conditions |
| SANS 62271-100: | - | High Voltage Alternating Current Circuit Breakers. |

2.2.2 TRANSNET FREIGHT RAIL SPECIFICATIONS.

- | | |
|-----------|---|
| CEE.0045: | Painting of Steel Components of Electrical Equipment. |
| CEE.0224: | Drawings, Catalogues, Instruction Manuals and Spares. |

2.2.3 Occupational Health and Safety Act No 85 of 1993.

2.2.4 TRANSNET FREIGHT RAIL DRAWINGS

- | | | |
|---------------|---|---|
| CEE-TBK-0027: | - | Control circuit diagram. No-volt coil protection. |
|---------------|---|---|

2.3 Any items offered in accordance with other standards will be considered at the sole discretion of Transnet freight rail. The tenderer shall supply full details stating where the item differs from these specifications as well as supplying a copy (in English) of the recognised standard specification(s) with which it complies.

3.0 TENDERING PROCEDURE

3.1 Tenderers shall indicate clause-by-clause compliance with this specification as well as the relevant equipment specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating on individual statement of compliance or non-compliance.

3.2 The tenderer shall motivate a statement of non-compliance.

3.3 Tenderers shall complete Appendix 2. " Information to be provided by tenderers".

3.4 Tenderers shall submit detailed technical literature of the current transformers offered together with drawings showing, general constructional details and principal dimensions.

3.5 Any items offered in accordance with other standards will be considered at the sole discretion of Transnet freight rail. The tenderer shall supply full details stating where the item differs from these specifications as well as supplying a copy (in English) of the recognised specification(s) with which it complies.

3.6 Failure to comply with clauses 3.1, 3.2, 3.3, 3.4 and 3.5 could preclude a tenderer from consideration.

4.0 APPENDICES

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

4.1 Appendix 1 - "Schedule of Requirements".

This appendix details the specific requirements for this application.

4.2 Appendix 2 - "Information to be provided by tenderers".

This appendix calls for specific technical information to be furnished by tenderers.

5.0 SERVICE CONDITIONS.

The current circuit breaker shall be designed to operate under the following conditions.

5.1 ATMOSPHERIC CONDITIONS

5.1.1	Altitude:	0 to 1800m above sea level.
	Ambient temperature:	-5°C to +45 °C.
	Relative humidity:	10% to 90%
	Lightning Conditions:	12 ground flashes per square kilometre per annum.
	Pollution:	Heavily salt laden or polluted with smoke from industrial sources.

5.2 ELECTRICAL CONDITIONS

5.2.1 Supply voltage: The incoming AC voltage can vary $\pm 5\%$ of the nominal system r.m.s voltage.

5.2.2 Frequency: Frequency of the supply voltage is 50 ± 2.5 Hz.

6.0 REQUIREMENTS FOR ALTERNATING CURRENT CIRCUIT BREAKERS.

6.1 The AC circuit breakers shall be designed, manufactured and tested in accordance with the requirements of specifications SANS 62271-100 and SANS 60694.

6.2 The circuit breakers shall be of the outdoor type suitable for operation under the nominal phase to phase voltages or phase to neutral voltages specified in Appendix 1.

6.3 The insulating medium of the primary circuit breakers shall be SF6 gas or vacuum, depending on the supply voltage. (Refer to Appendix 1)

6.3.1 Vacuum circuit breakers may be used for voltages ranging from 22 kV up to 33 kV

6.4 The AC circuit breakers used on Transnet freight rail may be the single, double or triple pole type.

6.4.1 Double or triple pole type circuit breakers shall be ganged operated.

6.5 The circuit breakers shall be rated at the highest r.m.s. voltage for equipment operating at the nominal system voltage specified in Appendix 1.

6.6 The minimum rupturing capacities for the respective voltages and current ratings for the circuit breakers shall be in accordance to the SANS 62271-100. The rated short-circuit breaking current shall be at least 20kA.

6.7 The circuit breakers shall be rated for a continuous current of at least 1250 Ampere

6.8 The circuit breakers shall have a first pole to clear factor of 1.5.

6.9 The circuit breakers shall have a making time not greater than 1 second.

6.10 The circuit breakers shall be capable of twice rupturing the specified fault current at the specified voltages, with a one minute interval between operations and then shall be in a condition to be closed and carry the rated current without it being necessary to inspect or make adjustments.

- 6.11 The circuit breaker shall be electrically operated from a nominal 110 Volt DC control voltage unless otherwise specified in Appendix 1.
- 6.12 It shall be possible to close the circuit breaker only when the control voltage is above 85% of the nominal voltage. The circuit breaker shall trip automatically when the control voltage falls below 70% of the nominal voltage.
- 6.13 The circuit breaker shall have a motor wound spring operating mechanism.
- 6.14 The operating mechanism shall be provided with shunt release for both opening and closing.
- 6.15 Pneumatic, hydraulic or gas control for tripping and closing the primary circuit breakers are not acceptable.
- 6.16 The operating mechanism shall be so designed so that the breaker may be closed manually from ground level by means of a suitable detachable handle.
- 6.17 The operating mechanism shall be constructed of non-ferrous material.
- 6.18 The operating springs shall recharge automatically after the completion of a closing operation.
- 6.19 The circuit breaker shall be of the trip-free type.
- 6.20 A visual mechanical indicating device shall be provided to indicate the state of the spring and shall be inscribed "Spring Charged" when the mechanism is in the condition to close the circuit breaker and "Spring Free" when it is in any other condition.
- 6.20.1 One pair of normally open and normally closed contacts shall be provided for the indication circuitry to the substation control panel for indication of the "Spring Charged" and "Spring Discharged" conditions.
- 6.21 Auxiliary contacts shall be provided for operation in conjunction with the protection and other auxiliary circuits specified. At least one spare pair of normally open and one spare pair of normally closed contacts shall be provided.
- 6.22 Circuit breaker control switches shall be provided on the circuit breaker mechanism. They shall return automatically to the neutral position when the handle is released after being turned to either the "close" or "trip" positions.
- 6.23 Local/Remote selector switches shall be provided on the circuit breaker mechanism and shall be of the two-position type. The switch shall have no "off" or "neutral" position.
- 6.23.1 Provision shall be made that when the circuit breaker is switched to the local position, the protection and trip circuitry to the circuit breaker shall not in any way be by-passed.
- 6.24 Mechanical operation shall be provided on the circuit breaker for any closing or trip release, which is normally electrically operated.
- 6.25 The circuit breaker shall be provided with a no volt coil with a mechanical latching mechanism, which will trip, lockout and inhibit the circuit breaker from closing when the no volt coil is de-energised. Refer to Transnet Freight Rail's drawing No. CEE-TBK-27 which forms part of this specification, for details of the control circuitry for the no volt protection.
- 6.25.1 The no volt coil circuitry with its associated mechanical latching mechanism shall operate separately from the trip coil circuitry.
- 6.26 A counter shall be provided on the circuit breaker to indicate the total number of operations of the breaker.
- 6.27 Tenderers shall advise the number of circuit breaker operations under full load and fault conditions, after which maintenance and/or measurement of contact wear is recommended.
- 6.28 The circuit breaker operating mechanism including its controls and relays shall be housed in a metal enclosure.
- 6.29 The enclosure housing shall be manufactured from stainless steel or hot dipped galvanised steel.
- 6.30 The coating of the enclosure if galvanised shall comply with the requirements of Transnet freight rail's specification CEE.0045.
- 6.31 The degree of protection of the enclosure shall be in accordance with SANS 60529 and shall be IP 55.

- 6.32 Provision shall be made for the enclosure to be pad-lockable.
- 6.33 The enclosure shall be provided with a gland plate for bottom entry of the control cables.
- 6.34 VACUUM CIRCUIT BREAKERS.**

- 6.34.1 Vacuum switching devices shall be evacuated and sealed in accordance with the latest technology and accepted practice.
- 6.34.2 The pre striking and chopping current shall be kept below 5 amperes. Tenderers shall give full details regarding these characteristics.
- 6.34.3 Where vacuum circuit breakers are specified in Appendix 1 they shall be either of the motor wound spring operating mechanism or magnetic actuator operating mechanism type.

6.35 SULPHUR HEXAFLUORIDE CIRCUIT BREAKERS. (SF6)

- 6.35.1 The SF6 circuit breaker shall be fitted with a pressure gauge/densimeter to monitor the gas pressure.
- 6.35.2 The pressure gauge/densimeter circuit shall be provided with a minimum of two sets of contacts for alarm and indication for the substation's annunciator or flag circuit.
- 6.35.3 The supplier shall wire the SF6 circuit breaker local control circuit, such that in the event of a gas leakage or drop in gas pressure, the SF6 circuit breaker will trip and lockout.
- 6.35.4 A set of normally closed contacts shall be provided in the circuit breaker mechanism control box for the low gas trip circuitry.
- 6.35.5 The SF6 circuit breaker shall trip and lockout before the minimum safe SF6 gas pressure is reached.
- 6.35.6 In terms of the Occupational Health and Safety Act No 85 of 1993. Code 1704 (pressure vessels) the successful tenderer shall furnish a certificate of manufacture complying with the terms of the Act for the circuit breakers.

6.36 INSULATION LEVELS, CREEPAGE DISTANCES AND CLEARANCES

6.36.1 INSULATION LEVELS

The rated insulation levels of the AC circuit breakers shall comply with the requirements specified in Table 1.

- 6.36.1.1 Table 1 lists the nominal system voltages present on Transnet freight rail and the required insulation levels as specified in accordance with SANS 1019.

Highest phase-to-phase r.m.s voltage for equipment. (U_m)	Nominal system phase-to-phase r.m.s. voltage	Rated lightning impulse withstand voltage peak.	Rated short duration power- frequency withstand r.m.s voltage.
24 kV	22 kV	150kV	50 kV
36 kV	33 kV	200 kV	70 kV
52 kV	44 kV	250 kV	95 kV
72,5 kV	66 kV	350 kV	140 kV
100 kV	88kV	380 kV 450 kV	150 kV 185 kV
145 kV	132 kV	550 kV 650kV	230 kV 275 kV
245 kV	220 kV	850 kV 950 kV	360 kV 395 kV

Insulation levels for highest voltage for equipment $U_m < 100$ kV are based on an earth fault factor equal to $\sqrt{3}$ and for $U_m > 100$ kV an earth fault factor equal to $0,8\sqrt{3}$.
Where more than one insulation level is given per voltage system, the higher level is appropriate for equipment where the earth fault factor is greater than 1,4

TABLE 1: Standard Voltages and insulation levels in accordance with SANS 1019:2008 [1]

6.36.1.2. For the 25 kV and 50kV single phase ac traction systems the ac high voltage circuit breakers shall be designed to the following nominal system phase to phase r.m.s voltages and withstand insulation levels:

- For the 25 kV (phase to earth) ac traction systems the ac high voltage circuit breakers current transformer shall be rated for a nominal system phase to phase r.m.s voltage of at least 44 kV and designed to withstand the required insulation level for that nominal system voltage.
- For the 50 kV (phase to earth) ac traction systems the ac high voltage circuit breakers shall be rated for a nominal system phase to phase r.m.s voltage of at least 88 kV and designed to withstand the required insulation level for that nominal system voltage.

6.36.2 CREEPAGE DISTANCES

6.36.2.1 The standard creepage distance between phase and earth shall be in accordance with table ii of SANS 60815.

6.36.2.2 For coastal areas and very heavy polluted inland areas the standard creepage distance shall be the very heavy polluted level, i.e. 31mm/kV of the highest r.m.s phase to phase voltage U_m for equipment.

6.36.2.3 For inland areas the standard creepage distance shall be the heavy polluted level, i.e. 25mm/kV of the highest r.m.s phase to phase voltage U_m for equipment.

6.36.3 CLEARANCES

6.36.3.1 The following minimum safety outdoor earth clearances shall be maintained between any live conductor or metal and earthed metal: -

Highest phase to phase r.m.s voltage for equipment.	24kV	36kV	48kV	72kV	100kV	145kV	245kV
Outdoor distance	320mm	430mm	540mm	770mm	1000mm	1450mm	1850mm

6.36.3.2 The following minimum safety clearances shall be maintained between any live conductor or metal and ground surface level: -

Highest phase to phase r.m.s voltage for equipment.	24kV	36kV	48kV	72.5kV	100kV	145kV	245kV
Nominal phase to phase r.m.s system voltage	22kV	33kV	44kV	66kV	88Kv	132kV	220kV
Within security fence. (Restricted access way)	2820mm	2930mm	3040mm	3270mm	3500mm	3950mm	4350mm
Outside security fence but within Transnet freight rail's reserve	5200mm	5300mm	5400mm	5700mm	5900mm	6300mm	6700mm
Outside Transnet freight rail's reserve	5500mm	5500mm	5500mm	5700mm	5900mm	6300mm	6700mm

6.37 SUPPORT STEELWORK.

- 6.37.1 The circuit breaker shall be provided with its own support steelwork, which shall be hot-dip galvanised in accordance with specification SANS 121 and shall comply to requirements of SANS 1431: for weldable structural steels.
- 6.37.2 Support steelwork exposed to a high pollution/corrosive atmosphere shall be painted in accordance with specification CEE.0045.

7.0 SPECIAL TOOLS, SERVICING AIDS AND MANUALS AND SPARES LISTS.

- 7.1 The tenderers shall submit a separate offer for special tools and servicing aids necessary for the servicing and maintenance of SF6 circuit breakers.
- 7.2 Three copies of instruction/maintenance manuals, spares list's and wiring diagrams of the circuit breakers in accordance with Transnet freight rail's specification CEE.0224. shall be supplied upon delivery.

8.0 TRAINING.

- 8.1 The tenderer shall submit details with the tender of the training courses, which will be conducted by the supplier for the training of Transnet freight rail maintenance staff in the operation and maintenance of the circuit breaker. The courses shall include theoretical as well as practical tuition. The date and venue of this training course shall be arranged with the maintenance manager of the depot. The cost of the training shall be quoted for separately.

9.0 TEST CERTIFICATES.

- 9.1 The manufacture shall make available type test certificates for the equipment (as specified in SANS 62271-100 when required. Routine test certificates shall be supplied with each circuit breaker.

10.0 GUARANTEE AND DEFECTS.

- 10.1 The contractor shall guarantee the satisfactory operation of the circuit breaker supplied and accept liability for maker's defects, which may appear in design, materials and workmanship.
- 10.2 The guarantee period shall expire after: -
A period of 12 months commencing on the date of energising of the circuit breaker.
- 10.3 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract, shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the maintenance manager of the depot and at the cost of the Supplier. If urgent repairs have to be carried out by Transnet freight rail staff to maintain supply during the guarantee period the supplier shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet freight rail the cost of material and labour.

11.0 INSPECTION.

- 11.1 Transnet freight rail reserves the right to carry out inspection and any tests on the equipment at the works of the supplier/ manufacture.
- 11.2 Arrangements must be made timeously for such inspections to be carried out before delivery of the equipment to the client.

12.0 PACKAGING AND TRANSPORT.

- 12.1 The tenderer shall ensure that the equipment be packed in such a manner that it will be protected during handling and transport.
- 12.2 The tenderer shall provide transport for the delivery of the equipment to the site where required.

13.0 BIBLIOGRAPHY

- [1] SANS 1019: 2008. Edition 2.5

END

SCHEDULE OF REQUIREMENTS
(To be completed by client)

1.0 SYSTEM DETAIL

- 1.1 AC Circuit Breakers: _____ substation/location.
- 1.2 Pollution level: Heavy _____ Very Heavy _____
- 1.2 Quantity of AC Circuit Breakers. _____
- 1.1 Nominal phase to phase voltage for 3 phase system: _____ kV.
- 1.2 Nominal phase to neutral voltage for single phase systems: _____ kV.
- 1.3 Frequency: _____ Hz
- 1.4 Circuit breaker control DC voltage: _____ V
- 1.5 Circuit breakers to be used for the following:
- 3 kV DC Traction substations. Yes/No
 - Distribution substations. Yes/No
 - 25 kV AC Traction substations. Yes/No
 - 50 kV AC Traction substation. Yes/No

DETAIL OF AC CIRCUIT BREAKERS.

- 2.0 Type of circuit breakers required:
- Vacuum: Yes / No
- Gas (SF6): Yes / No _____
- 2.2 Number of circuit breakers required: _____
- 2.3 Number of poles: _____
- 2.4 Rated Voltage: _____ kV
- 2.5 Rated short-circuit breaking current: _____ kA
- 2.6 Rated normal current: _____ Ampere.

END

TECHNICAL DATA SHEET
(To be completed by tenderer)

DETAIL OF CIRCUIT BREAKER

- 1.1 Make and manufacturer _____
- 1.2 Rated Voltage _____ kV.
(Highest rated voltage for equipment)
- 1.3 Rated Insulation level _____ kV.
(Rated lightning withstand Voltage)
- 1.4 Number of Poles: _____
- 1.6 Rated short circuit breaking current _____ kA.
- 1.7 Rated normal current: _____ Ampere.
- 1.6 Breaker operating time:
- 1.6.1 Closing: _____ ms.
- 1.6.2 Opening: _____ ms.
- 1.7 Number of operations after which breaker contact maintenance / measurement is required:
- 1.7.1 Under full load conditions _____
- 1.7.2 Under fault conditions _____
- 1.8 First Pole to Clear Factor _____
- 1.9 DC control voltage: _____ V