

Transnet Rail Infrastructure Manager

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL RFP

**FOR THE: TESTING, REPAIR AND COMMISSIONING OF TRANSFORMER AT
CAVENDISH A UNIT AND GEORGEDALE SUBSTATION**

Ref No.: TFR/2026/07/0002/114615/RFP

RFQ NUMBER	: CRAC DNR 58039
ISSUE DATE	: 29 July 2026
COMPULSORY BRIEFING	: 7 August 2026
CLOSING DATE	: 14 August 2026
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date (06/11/2026)

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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	TESTING, REPAIR AND COMMISSIONING OF TRANSFORMER AT CAVENDISH UNIT A AND GEORGEDALE SUBSTATION
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://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will take place on 07 August 2026, at 10:00am [10 O'clock] for a period of two + - (2) hours at 151 South Coast Road, Loliwe House- Durban 4001 [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk will take place, tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	14 August 2026 at 12:00pm Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- c) 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.
- d) 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.
- e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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

- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-11 **[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	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price List
Part C3: Service Information	C3.1 Service Information

Part C4: Affected Property		C4.1 Affected Property Information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Thembinkosi Ngcobo
	Address:	151 South Coast Road, Loliwe House Bayhead 4001
	Tel No.	031 361 4023
	E – mail	Thembinkosi.Ngcobo@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7	
	2. Stage Two - Eligibility in terms of the Construction Industry Development Board: a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 2EP 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: - every member of the joint venture is registered with the CIDB; - 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 2EP 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.

3. Stage Four - 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.

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

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 T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:	The tender documents must be uploaded with: ▪ Name of Tenderer: (insert company name) ▪ Contact person and details: (insert details) ▪ The Tender Number: ▪ The Tender Description
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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: **12:00pm** on the **14 August 2026**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

- C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
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- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
 3. A valid CRS number in the correct designated grading to be used to verify the CIDB grading and the status for the contractor;
 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	Sub-criteria points	Maximum number of points
T2.2-02 Project Plan Realistic work plan/Gantt chart showing all the project activities and milestones when executing the project as outlined in the project specification (measurements is base site execution)	No plan provided, no delivery Period submitted for the Project	0	25
	Plan - showing some/no activities & milestones, but missing major required resources/equipment/skills, not indicating sub contractors/suppliers of some equipment & poor/no quality management plan. Lead time and Delivery Period >7 weeks	40	
	Plan - showing some activities & milestones, major required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan. Lead time and Delivery Period >5 ≤ 6 weeks	70	
	Plan - showing major activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan. Lead time and Delivery Period >3 ≤ 4 weeks	90	

	Detailed plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan. Lead time and Delivery Period ≤2 weeks.	100	
Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-03 Previous Experience Work Experience with respect to specific aspects of the projects/Comparable projects by the bidder. Greater weight should be given to projects of a similar nature the Bidder/s has completed. Experience (Previous work done.) With reference to the following: Tenderers are required to submit proof of their previous experience for similar type of work. This must be in the form of completion certificates	The Tenderer Has not submitted the required information, the tenderer will be awarded 0 point if no proof of relevant experience is submitted.	0	45
	The Tenderer's will be awarded 40 for the submission Trade test, N.dip or higher in Electrical Engineering, CV's and 1 completion certificate of relevant work experience in refurbishment of 3 KV DC traction Transformer.	40	
	The Tenderer's will be awarded 70 for the submission of Trade test, N.dip or higher in Electrical Engineering, CV's and 2 completion certificates of relevant work experience in refurbishment of 3 KV DC traction Transformer.	70	
	The Tenderer's will be awarded 90 for the submission of Trade test, N.dip or higher in Electrical Engineering, CV's and 3 completion certificates of relevant work experience in refurbishment of 3 KV DC traction Transformer.	90	
	The Tenderer's will be awarded 100 for the	100	

	submission of Trade test, N.dip or higher in Electrical Engineering, CV's and 4 or more completion certificates of relevant work experience in refurbishment of 3 KV DC traction Transformer.		
Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-04 Method Statement The Bidder/s must submit the method statement covering the following Quality assurance, safe execution of duties. This document should detail the way each activity or process is to be completed. The method statement should also outline the hazards involved and include a step-by-step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety everyone who will be affected by the project activities.	The Tenderer will be awarded 0 point if method statement is not submitted.	0	15
	The tenderer will be awarded 40 if generic method statement is submitted	40	
	The Tenderer will be awarded 70 if generic method statement submitted is clear and concise.	70	
	The Bidder/s will be awarded 90 if a method statement is submitted is clear and concise and	90	

	covers the quality Assurance.		
	The Bidder/s will be awarded 100 if a method statement is submitted is clear and concise and covers the quality Assurance, Health and safety.	100	
Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-05 Environmental Protection Measures The Bidder/s must submit the Measures in place to prevent environmental contamination and adherence to environmental regulations	The Tenderer will be awarded 0 if no environmental protection measures	0	15
	The tenderer will be awarded 40 for Generic environmental protection measures provided with no clear relevance to oil spill risks or project scope	40	
	The tenderer will be awarded 70 for Basic environmental protection measures in place, partially aligned with project scope, including limited oil spill prevention and response provisions	70	
	The tenderer will be awarded 90 for Quality, documented Environmental Management Plan (EMP) aligned with project scope and applicable legislation, including clear oil spill prevention and response procedures	90	
	The tenderer will be awarded 100 for Comprehensive, project-specific environmental protection measures fully aligned with project scope and legislation, including detailed oil spill prevention, containment, response,	100	

	monitoring, and rehabilitation plans, supported by evidence of implementation capacity		
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:

- T2.2-02 Project Plan
- T2.2-03 Previous Experience
- T2.2-04 Method Statement
- T2.2-05 Environmental Protection Measures

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

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

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

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

Thresholds	Minimum Threshold
Functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
At least 51% black youth 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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)

preference points for applicable specific goals in a particular tender:

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
SPECIFIC GOALS	
B-BBEE Level of contributor (1 or 2)	10
At least 51% black youth owned entities	10
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

- c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- d) has the legal capacity to enter into the contract,
- e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2-01 Certificate of attendance at Compulsory Tender Clarification Meeting

2.1.2 Required documents: These schedules will be utilised for functionality evaluation purposes:

T2.2-02 Method Statement

T2.2-03 Project Plan

T2.2-04 Previous Experience

T2.2-05 Environmental Protection Measures

2.1.3 Returnable Schedules:

General:

T2.2-06: Authority to submit tender

T2.2-07: Letter of Good Standing

T2.2-08: Record of addenda to tender documents

T2.2-09: Availability of equipment and other resources

Agreement and Commitment by Tenderer:

T2.2-10: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

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

Job-Creation Schedule

SECTION : SBD 5 (NIPP)

T2.2-11: RFQ – Breach of Law

T2.2-12: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-13: Certificate of Acquaintance with Tender Document

T2.2-14: Capacity and Ability to meet Delivery Schedule

T2.2-15: Non-Disclosure Agreement

T2.2-16: Risk Elements

T2.2-17: Site Establishment requirements

T2.2-18: RFQ Declaration Form

T2.2-19: Health and Safety Questionnaire

T2.2-20: Supplier Code of Conduct

T2.2-21: Service Provider Integrity Pact

1.3.2 Insurance:

T2.2-22: Insurance provided by the Contractor

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

2.3 C1.2 Contract Data Part 2 (Data by the Contractor)

2.4 C2.2 Price List

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the **compulsory** tender clarification meeting

Held at:	151 South Coast Road, Loliwe House- Durban 4001	
On (date)	07 August 2026	Starting time: 10:00am

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: Evaluation Schedule – Project Plan

The Tenderer must submit Realist work plan/Gantt chart showing all the project activities and milestones when refurbishing and re-gasketing a 3kV traction transformer Refurbishment

The Tenderer must submit and clearly state when he/she intends to start and complete the project and also show proof of material availability to justify the stated lead time.

Realistic work plan/Gantt chart showing all the project activities and milestones when executing the project as outlined in the project specification (measurements is base site execution)

The scoring of the Project Management Plan will be as follows:

PROJECT PLAN 25:

SCORE	PROJECT PLAN
Score 0	No plan provided, no delivery Period submitted for the Project
Score 40	Plan - showing some/no activities & milestones, but missing major required resources/equipment/skills, not indicating sub contractors/suppliers of some equipment & poor/no quality management plan. Lead time and Delivery Period >7 weeks
Score 70	Plan - showing some activities & milestones, major required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan. Lead time and Delivery Period >5 ≤ 6 weeks
Score 90	Plan - showing major activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan. Lead time and Delivery Period >3 ≤4 weeks
Score 100	Detailed plan - showing all activities & milestones, required resources/equipment/skills, indicating sub-contractors/suppliers of major equipment & quality management plan. Lead time and Delivery Period ≤2 weeks.

Attached submissions to this schedule:

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T2.2-03: Evaluation Schedule: Previous Experience

Note to tenderers:

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

Work Experience with respect to specific aspects of the projects/Comparable projects by the bidder. Greater weight should be given to projects of a similar nature the Bidder/s has completed. Experience (Previous work done.) (With reference to the following:

- A list of past / current comparable projects.

Construction of similar works as detailed in the Service Information with reference to: Work Experience with respect to specific aspects of the projects/Comparable projects by the bidder. Greater weight should be given to projects of a similar nature the Bidder/s has completed. Experience (Previous work done.) With reference to the following: Trade test, N.dip or higher in Electrical Engineering, CV's and completion certificate of relevant work experience in refurbishment of 3 KV DC traction Transformer. Tenderers are required to submit proof of their previous experience for similar type of work. This must be in the form of completion certificates

Score	Previous Experience
Score 0	The Tenderer Has not submitted the required information, the tenderer will be awarded 0 point if no proof of relevant experience is submitted.
Score 40	The Tenderer's will be awarded 40 for the submission Trade test, N.dip or higher in Electrical Engineering, CV's and 1 completion certificate of relevant work experience in refurbishment of 3 KV DC traction Transformer.
Score 70	The Tenderer's will be awarded 70 for the submission of Trade test, N.dip or higher in Electrical Engineering, CV's and 2 completion certificates of relevant work experience in refurbishment of 3 KV DC traction Transformer.
Score 90	The Tenderer's will be awarded 90 for the submission of Trade test, N.dip or higher in Electrical Engineering, CV's and 3 completion certificates of relevant work experience in refurbishment of 3 KV DC traction Transformer.
Score 100	The Tenderer's will be awarded 100 for the submission of Trade test, N.dip or higher in Electrical Engineering, CV's and 4 or more completion certificates of relevant work experience in refurbishment of 3 KV DC traction Transformer.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	

T2.2-04: Evaluation Schedule: Method Statement

Note to tenderers:

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

A detailed method statement is required:

The Bidder/s must submit the method statement covering the following Quality assurance, safe execution of duties with regards to substation and transformer refurbishment scope of work. This document should detail the way each activity or process is to be completed. The method statement should also outline the hazards involved and include a step by step guide on how to do the job safely. It should again detail control measures to be introduced to ensure the safety of everyone who will be affected by the project activities.

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

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

METHOD STATEMENT 15:

Score 0	The Tenderer will be awarded 0 point if method statement is not submitted.
Score 40	The tenderer will be awarded 40 if generic method statement is submitted
Score 70	The Tenderer will be awarded 70 if generic method statement submitted is clear and concise.
Score 90	The Bidder/s will be awarded 90 if a method statement is submitted is clear and concise and covers the quality Assurance.
Score 100	The Bidder/s will be awarded 100 if a method statement is submitted is clear and concise and covers the quality Assurance, Health and safety.

T2.2-05: Environmental Protection Measures

The Bidder/s must submit the Measures in place to prevent environmental contamination and adherence to environmental regulations.

SCORING FOR Environmental Protection Measures: 15

Score 0	The Tenderer will be awarded 0 if no environmental protection measures
Score 40	The tenderer will be awarded 40 for Generic environmental protection measures provided with no clear relevance to oil spill risks or project scope
Score 70	The tenderer will be awarded 70 for Basic environmental protection measures in place, partially aligned with project scope, including limited oil spill prevention and response provisions
Score 90	The tenderer will be awarded 90 for Quality, documented Environmental Management Plan (EMP) aligned with project scope and applicable legislation, including clear oil spill prevention and response procedures
Score 100	The tenderer will be awarded 100 for Comprehensive, project-specific environmental protection measures fully aligned with project scope and legislation, including detailed oil spill prevention, containment, response, monitoring, and rehabilitation plans, supported by evidence of implementation capacity

Index of documentation attached to this schedule:

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

T2.2-06: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in
connection with the tender offer for Contract _____ and any
contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the
business trading as _____.

Signed

Date

Name

Position

Sole Proprietor

T2.2-07 Letter/s of Good Standing with the Workmen's Compensation Fund

Attached to this schedule is the Letter/s of Good Standing.

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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

T2.2-08: Record of Addenda to Tender Documents

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

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

T2.2-10: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	Date
Name _____	Position _____
Enterprise name _____	

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS
PRICE	80
SPECIFIC GOALS	
B-BBEE Level of contributor (1 or 2)	10
At least 51% black youth owned entities	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
At least 51% black youth owned entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(***Tick applicable box***)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier/Service provider
- ☐ Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

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:

.....

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.

-
- 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 services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the

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.

Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

T2.2-11: REQUEST FOR QUOTATION – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-12 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (insert name of Tenderer/Contractor.....) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

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

NO	
-----------	--

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. **SOLE AGREEMENT**

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....(Pty) Ltd
(Operator)

Authorised signatory for and on behalf of(Pty) Ltd
who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-13 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-14: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

.....
.....
.....
.....
.....
.....
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T2.2-15 NON-DISCLOSURE AGREEMENT

[29 July 026]

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
 - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

Signed

Date

Name

Position

Tenderer

T2.2-16: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

T2.2-18: 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.

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 T2.2-15 "Service 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.

T2.2-19: 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 worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 – Restricted 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 worker from performing any work for at least one day		
4 – Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		☐ Yes ☐ No	
2. CITATIONS			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? ☐ Yes ☐ No If yes, provide details:		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? ☐ Yes ☐ No If yes, provide details:		

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual?

☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	☐	☐	EQUIPMENT MAINTENANCE	☐	☐
INCIDENT NOTIFICATION POLICY	☐	☐	EMERGENCY RESPONSE	☐	☐
RECORDKEEPING & STATISTICS	☐	☐	HAZARD ASSESSMENT	☐	☐
REFERENCE TO LEGISLATION	☐	☐	SAFE WORK PRACTICES	☐	☐
GENERAL RULES & REGULATIONS	☐	☐	SAFE WORK PROCEDURES	☐	☐
PROGRESSIVE DISCIPLINE POLICY	☐	☐	WORKPLACE INSPECTIONS	☐	☐
RESPONSIBILITIES	☐	☐	INVESTIGATION PROCESS	☐	☐
PPE STANDARDS	☐	☐	TRAINING POLICY & PROGRAM	☐	☐
ENVIRONMENTAL STANDARDS	☐	☐	COMMUNICATION PROCESSES	☐	☐
MODIFIED WORK PROGRAM	☐	☐			

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	☐	☐	CONFINED SPACE ENTRY	☐	☐
EMERGENCY REPORTING	☐	☐	TRENCHING & EXCAVATION	☐	☐
INJURY REPORTING	☐	☐	SIGNS & BARRICADES	☐	☐
LEGISLATION	☐	☐	DANGEROUS HOLES & OPENINGS	☐	☐
RIGHT TO REFUSE WORK	☐	☐	RIGGING & CRANES	☐	☐
PERSONAL PROTECTIVE EQUIPMENT	☐	☐	MOBILE VEHICLES	☐	☐
EMERGENCY PROCEDURES	☐	☐	PREVENTATIVE MAINTENANCE	☐	☐
PROJECT SAFETY COMMITTEE	☐	☐	HAND & POWER TOOLS	☐	☐
HOUSEKEEPING	☐	☐	FIRE PREVENTION & PROTECTION	☐	☐
LADDERS & SCAFFOLDS	☐	☐	ELECTRICAL SAFETY	☐	☐
FALL ARREST STANDARDS	☐	☐	COMPRESSED GAS CYLINDERS	☐	☐
AERIAL WORK PLATFORMS	☐	☐	WEATHER EXTREMES	☐	☐

5B. Do you have a program 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	☐	☐	SAFETY COMMUNICATION	☐	☐
EMPLOYEE RESPONSIBILITIES	☐	☐	FIRST AID/MEDICAL PROCEDURES	☐	☐
DUE DILIGENCE	☐	☐	NEW WORKER TRAINING	☐	☐
SAFETY LEADERSHIP	☐	☐	ENVIRONMENTAL REQUIREMENTS	☐	☐
WORK REFUSALS	☐	☐	HAZARD ASSESSMENT	☐	☐
INSPECTION PROCESSES	☐	☐	PRE-JOB SAFETY INSTRUCTION	☐	☐
EMERGENCY PROCEDURES	☐	☐	DRUG & ALCOHOL POLICY	☐	☐
INCIDENT INVESTIGATION	☐	☐	PROGRESSIVE DISCIPLINARY POLICY	☐	☐
SAFE WORK PROCEDURES	☐	☐	SAFE WORK PRACTICES	☐	☐
SAFETY MEETINGS	☐	☐	NOTIFICATION REQUIREMENTS	☐	☐

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 Program?

☐ Yes ☐ No

How does your company measure its H&S success?

- 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	☐	☐	☐	☐	☐
Managing Director	☐	☐	☐	☐	☐
Safety Director/Manager	☐	☐	☐	☐	☐
/Chief Executive Officer	☐	☐	☐	☐	☐

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	☐	☐	☐	☐	☐
Incidents totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman	☐	☐	☐	☐	☐

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	☐	☐	☐	☐	☐
Costs totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman/general foreman	☐	☐	☐	☐	☐

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	☐	☐	☐	☐	☐
Property Damage	☐	☐	☐	☐	☐
Fire	☐	☐	☐	☐	☐
Security	☐	☐	☐	☐	☐
Environmental	☐	☐	☐	☐	☐

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 worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

1.1 Tenderer SHE Management System Questionnaire

This questionnaire forms part of the TFR tender evaluation process. It must be completed by all Tenderer's and submitted with their tender offer. The tenderer Health and Safety (SHE) Plan must also be submitted. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tenderer warrants that the information provided below is accurate and correct. **TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Transnet Rail Infrastructure Manager Tender Number: CRAC DNR 58039 Description of the Service: Testing, Repair and Commissioning of Transformer at Cavendish A Unit And Georgedale Substation		
Tender Number: CRAC DNR 58039		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy (<i>Response with proof =2 points & No Response =0 points</i>) Total 2 point		
- <i>Is there a written company SHE policy?</i> - If yes provide a copy of the policy		
2. SHE Management (<i>Response with proof =2 points & No Response =0 points</i>) Total 2 point		
- <i>Does the company have an independently audited or accredited SHE Management system e.g NOSA, OHSAS, IRCA System etc</i> - If yes provide details or copy of accreditation		
3. SHE Organogram (<i>Response with proof =2 points & No Response =0 points</i>) Total 2 point		
- <i>Is there a company organogram indicating key SHE personnel?</i> - If yes provide a copy		
4. Letter of good standing with COID (<i>Response with proof =2 points & No Response =0 points</i>) Total 2 point		

- Is company registered with the Compensation Commissioner under the COID Act and up to date? - If yes provide proof of letter of good standing		
5. SHE Cost (<i>Response with proof =2 points & No Response =0 points</i>) Total 2 point		
- Has the tenderer made provision for the cost of safety in the tender price? If yes provide evidence		
6. Training Records (<i>Response with proof =2 points & No Response =0 points</i>) Total 2 point		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
7. Health and Safety Plan (SHE Plan) Are the following arrangements included and adequately addressed in the Health and Safety Plan: (<i>Response with proof =2 points & No Response =0 points</i>) Total 36 point		
- Are SHE responsibilities clearly identified for all levels of Management and employees? - If yes provide details		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details or copy of procedure		
- Are safe operating procedures or specific safety instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Description on how health and safety training is conducted in your company: -If yes provide details		
- Health and safety inspections at worksites undertaken? -If yes provide details		
- Health and Safety Communication i.e Safety talks, incident recalls? - If yes provide details		
- Workplace SHE Committee? - If yes provide details		

- Appointment of SHE Representatives? - If yes provide details		
- SHE Incident Reporting and Investigation? - If yes provide details		
- Provision of Personal Protective Equipment (PPE)? - If yes provide details		
- Emergency Planning? - If yes provide details		
- Fall Protection? - If yes provide details		
- Project Security? - If yes provide details		
- Medical Surveillance? - If yes provide details		
- Substance abuse policy/procedure/testing? - If yes provide details		
- Selection, Procurement and management of Subcontractors? - If yes provide details		
- Operational Safety? - If yes provide details		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
8. Health and Safety Violations (<i>Response with proof =2 points & No Response =0 points</i>) Total 2 point		
- Has the company been fined or convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR calculated over 12 months
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

Signed (Tenderer)

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-20: Supplier Code of Conduct

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

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

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

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

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

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

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

- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

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

T2.2-21 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering

process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

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

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

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector

undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

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

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

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

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
 - c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
 - d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

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

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

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

Signature

Date

T2.2-22: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service 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 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

C1.1 Form of Offer & Acceptance

Offer

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

TITLE OF THE CONTRACT: TESTING, REPAIR AND COMMISSIONING OF TRANSFORMER AT CAVENDISH A UNIT AND GEORGEDALE SUBSTATION

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

Date

Tenderer's CIDB registration number:

Transnet Rail Infrastructure Manager

Contract Number: CRAC DNR 58039

Description of the Service: Testing, Repair and Commissioning of Transformer at Cavendish A Unit And Georgedale Substation

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: Service 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 of award.

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)	Mzoxolo Mbiko	
Capacity	Act. Head of Supply Chain Management	
for the Employer	Transnet Rail Infrastructure Manager Carlton Centre Floor 29 Johannesburg, Gauteng	

Name & signature of witness	Date

Transnet Rail Infrastructure Manager

Contract Number: CRAC DNR 58039

Description of the Service: Testing, Repair and Commissioning of Transformer at Cavendish A Unit And
Georgedale Substation**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		
6		
7		

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
ofName &
signature
of witness

Date

Mzoxolo Mbiko

Act. Head of Supply Chain Management

Transnet Rail Infrastructure Manager

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	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	Address	Registered address: 96 Rissik Street, Braamfontein, Johannesburg, Gauteng, 2017
	Having elected its Contractual Address for the purposes of this contract as:	151 South Coast Road Loliwe House Bayhead, Durban 4001
	Tel No.	031 361 4023
10.1	The <i>Service Manager</i> is (name):	Sithembile Mnyango
	Address	Infrastructure/ Electrical Depot 237 Maydon Wharf, Durban 4001
	Tel	031 361 4983
	e-mail	Sithembile.Mnyango@transnet.net
11.2(2)	The Affected Property is	1. Cavendish 3kv DC substation 2. Georgedale 3kv DC substation

11.2(13)	The <i>service</i> is	Testing, Repair and Commissioning of transformer at Cavendish A unit and Georgedale substation
11.2(14)	The following matters will be included in the Risk Register	1. Locomotive movement facility 2. Limited road infrastructure 3. Oil contamination from transformer leakages 4. Overhead live equipment
11.2(15)	The Service Information is in	C3 Service Information
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	1 week
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	1 September 2026
30.1	The <i>service period</i> is	One (1) month
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is 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 the Standard Bank South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.
7	Use of Equipment Plant and Materials	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>Employers</i> risks	None
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury 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 <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</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:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	1 week.
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 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) Durban, 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
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Attached on the Contract Data
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	1 year after the end of the <i>service period</i>.
Z	Additional conditions of contract	

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:
	- 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	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:
	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	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.
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Z4 Protection of Personal Information Act

Z4.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
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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:	

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

A	Priced contract with price list	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	R

Transnet Rail Infrastructure Manager

Contract Number: CRAC DNR 58039

Description of the Service: Testing, Repair and Commissioning of Transformer at Cavendish A Unit And Geogedale Substation

ANNEXURE A: X17 Low Service Damages

Item	Description	Allowable duration	Conclusion
1	Any Delays that are due to material unavailability from the contractor	The contract should start with project execution within One (1) week from day of tender awarded, any challenges should be escalated with the Service manager.	R 500.00 per day for any delays that are more than a week due to neglect or any deviations from the from contractor.
2.	Delays that are due to non-availability of contractor personnel (Hiring of personnel and unavailability of personnel on site during project execution)	During the One (1) week period after award, the contractor should ensure the process of hiring personnel has been completed and ready to start with the project, thereafter challenges must be escalated with the Service manager should any further challenges be encountered that are beyond contractor's control.	A penalty of R500.00 per day will be imposed if contractor hasn't started with the work after one week after award due to personnel unavailability.

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	5

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified 11
and defined
terms 11.2

(17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**

1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

Item No.	Description	UOM	QUANTITY	RATE	Total Amount
1	Site establishment	SUM	1		
2	Site de-establishment	SUM	1		
A. MAIN TRANSFORMER (CAVENDISH SUB)					
A1	Conduct transformer pre-test	SUM	1		
A2	Oil Sampling and Testing (DGA and PCBs) before repairs.	SUM	1		
A3	Oil Sampling and Testing (DGA and PCBs) after repairs.	SUM	1		
A4	Drain out the oil from 88kV/2x3x2360V, 2200 kVA Cavendish transformer	L	2000		
A5	Clean, treat and paint outer surface of the main transformer tank and radiators with grey colour code G12 in accordance with SANS 1091 and conservator tank with white colour according to BBB5019. The paint thickness shall be at least 125microns. BBB5019 -VER 6	SUM	1		
A6	Replace transformer main gasket	SUM	1		
A7	Replace inspection gaskets covers	EACH	6		
A8	Replace gaskets for secondary bushings	EACH	7		
A9	Replace gaskets for primary bushings	EACH	3		
A10	Replace gaskets for radiator fins	EACH	12		
A11	Supply and install level indicator glass for conservator tank	EACH	1		
A12	Supply and Install Buchholz relay	EACH	1		
A13	Supply and install a breather (diameter 133, Height 487mm) BBF8190	EACH	2		
A14	Supply and deliver Silica gel crystals.	kg	5		
A15	Supply and Install oil temperature gauge	EACH	2		
A16	Supply and Install oil winding gauge	EACH	2		

A17	refill oil under vacuum after repairs	L	2000		
A18	Oil Purification	SUM	1		
A19	Pull vacuum	SUM	1		
A20	Paint the floor with stoep red paint	SUM	1		
A21	Paint busbars red	EACH	6		
A22	Replace base insulation	SUM	1		
A23	Supply and install barrier fence between the AC disconnect isolator and the PCB structure.	SUM	2		
A24	Supply and deliver MX70 soil rehabilitation	L	60		
A25	Test and commission the main transformer	SUM	1		
	B. AUXILIARY TRANSFORMER(CAVENDISH SUB)				
B1	Pre-test transformer.	SUM	1		
B2	Oil Sampling and Testing (DGA and PCBs) before repairs.	SUM	1		
B3	Oil Sampling and Testing (DGA and PCBs) after repairs.	SUM	1		
B4	Spray painting of the tank and lids (with grey colour code G12 in accordance with SANS . The paint thickness shall be at least 125microns.)	M ³	5		
B5	Drain out the oil from auxiliary Transformer refill under vacuum after repairs.	L	400		
B6	Replace a main gasket and inspection cover gasket. Replace all cover bolt with galvanized bold	SUM	1		

B7	Replace oil gauge pipe.	EACH	1		
B8	Oil Purification	EACH	1		
B9	Supply and install Fence	SUM	1		
B10	Supply and deliver High voltage warning sign, with 3 mounting rings WW23-SABS APPROVED	EACH	10		
B11	Test and commission the auxiliary	SUM	1		
1	Ste establishment	SUM	1		
	Site de-establishment	SUM	1		
	C. MAIN TRANSFORMER (GEORGEDALE SUB)				
C1	Conduct Transformer electrical pre-tests	SUM	1		
C2	Oil Sampling and Testing (DGA and PCBs) before repairs.	SUM	1		
C3	Oil Sampling and Testing (DGA and PCBs) after repairs.	SUM	1		
C4	Drain out the oil from 88kV/6x1380V, 3357kVA Georgedale transformer refill under vacuum after repairs.	L	2000		
C5	Treat rust on the main transformer and conservator Tank	SUM	1		
C6	Spray painting of the tank and lids (with grey colour code G12 in accordance with SANS 1091 and conservator tank with white colour according to BBB5019, The paint thickness shall be at least 125microns.)	SUM	1		
C7	Supply and Install Buchholz relay	EACH	1		
C8	Replace transformer main gasket	SUM	1		
C9	Replace inspection gaskets covers	EACH	6		
C10	Replace gaskets for secondary bushings	EACH	6		
C11	Replace gaskets for primary bushings	EACH	3		
C12	Re- gasket transformer fins	EACH	12		

C13	Supply and install high voltage warning sign, with 3 mounting rings WW23-SABS APPROVED	EACH	10		
C14	Supply and install a breather (diameter 133, height 487mm according)	EACH	1		
C15	Test and commission the main transformer	SUM	1		
C16	Supply and Install oil temperature gauge	EACH	2		
C17	Supply and Install winding temperature gauge	EACH	2		
C18	Clean the contaminated splint and paint around the transformer with red paint	EACH	1		
C19	Supply and replace side glass on the conservator tank	EACH	1		
C20	refill oil under vacuum after repairs	L	2000		
C21	Oil Purification	SUM	1		
C22	Pull vacuum	SUM	1		
C23	Supply and deliver MX70 soil rehabilitation	L	60		
C24	Paint busbars red	EACH	6		
C25	Replace base insulation	SUM	1		
	D. AUXILIARY TRANSFORMER (GEORGEDALE SUB)				
D1	Pre-test the transformer.	SUM	1		
D2	Oil Sampling and Testing (DGA and PCBs) before repairs.	SUM	1		
D3	Oil Sampling and Testing (DGA and PCBs) after repairs.	SUM	1		
D4	Supply and replace side glass on the conservator tank	EACH	1		
D5	Spray painting of the tank and lids (with grey colour code G12 in accordance with SANS 1091 and conservator tank with white colour according to BBB5019, The paint thickness shall be at least 125microns.)	M ³	5		

D6	Drain out the oil from auxiliary Transformer refill under vacuum after repairs.	L	400		
D7	Replace a main gasket and inspection cover gasket.	SUM	1		
D8	Replace oil gauge pipe.	EACH	1		
D9	Replace gasket on primary bushings.	EACH	3		
D10	Replace gasket on secondary bushings.	EACH	3		
D11	Supply and install Buchholz relay.	EACH	1		
D12	Purify transformer insulation oil under vacuum	EACH	1		
D13	Test and commission the auxiliary	SUM	1		
D14	Supply and install primary bushing from auxiliary transformer.	EACH	1		
D15	Preliminaries & General	SUM	1		
	TOTAL PRICE FOR ALL SUBSTATION				
	VAT (15%)				
	TOTAL INC. VAT				

The total of the Prices

PART C3: SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Service Information</i>	26
	Total number of pages	27

C3.1 Service Information

1 Description of the *service*

1.1 Executive overview

The Service Information covers Transnet Rail Infrastructure Manager requirements for the refurbishment, repair, testing, and commissioning of 3kV DC traction transformers located at Georgedale and Cavendish substations, under the control of the Depot Engineer – Durban Bayhead Depot (TRIM).

This specification shall be read in conjunction with all applicable Transnet Rail Infrastructure Manager engineering specifications, standards, and instructions as referenced within this document. The primary mandate of Transnet Rail Infrastructure Manager is to ensure the safe, reliable, and efficient transportation of freight, which is directly dependent on the availability and integrity of traction power infrastructure.

Traction substations form a critical backbone of the railway electrification system, supplying power to overhead traction equipment (OHE), which enables train operations. The continuous and reliable performance of these substations is essential to avoid:

- Train delays and cancellations
- Reduced corridor throughput
- Increased operational costs
- Safety and environmental risks

The substations at Georgedale and Cavendish are currently on load, operating under degraded conditions, primarily due to severely deteriorated and leaking 3kV traction transformers. The condition of these transformers poses a significant risk to network stability and reliability. Cavendish substation has two Units A and B, the refurbishment is on Unit A

The affected transformers have exhibited multiple defects, including:

- Oil leakages from gaskets, conservators, and fittings
- Degraded insulation integrity
- Age-related deterioration of mechanical and electrical components
- Compromised auxiliary systems (breathers, temperature monitoring, bushings)

These conditions have resulted in:

- Environmental hazards due to continuous oil spillages
- Safety risks to personnel and infrastructure

Previous operational interventions, including inspections and testing by Transnet personnel, have confirmed that the transformers are no longer fit for reliable service without major refurbishment.

- Evidence of insulation degradation
- Risk of catastrophic failure

The continued operation of these transformers without intervention presents a high probability of:

- Additional substation failures
- Extended network outages
- Significant revenue losses along key freight corridors

The objective of this project is therefore to restore the transformers to full operational condition through comprehensive refurbishment, including:

- Mechanical and electrical restoration
- Oil system rehabilitation
- Replacement of critical components
- Testing and commissioning

Successful completion of the service will:

- Restore substation availability and reliability
- Improve traction and power stability across the network
- Reduce operational and safety risks
- Ensure compliance with Transnet standards and Railway Safety Regulator requirements
- Support the long-term sustainability of the rail network

1.2 Employers Objective

The objective of the Employer is to appoint a suitably qualified, experienced, and competent contractor for the design (where required), supply, refurbishment, repair, modification, installation, testing, and commissioning of 3kV DC traction transformers at the following substations:

- Georgedale Substation
- Cavendish Substation

The purpose of this contract is to restore the affected substations to full operational condition, ensuring safe, reliable, and efficient performance of the traction power supply system.

These substations are critical nodes within the Transnet Rail Infrastructure Manager traction network, supporting train operations along key freight corridors. Their current degraded status has significantly impacted network availability, operational efficiency, and system reliability.

The successful execution of this project will:

- Improve network performance and train throughput
- Eliminate environmental risks associated with transformer oil leakages
- Ensure compliance with Transnet engineering standards and Railway Safety Regulator (RSR) requirements

Ultimately, this project aims to enhance the overall resilience, reliability, and sustainability of Transnet Rail Infrastructure Manager operations, enabling the organization to meet its core mandate of safe and efficient freight transportation.

1.3 Access to the Affected Property

Access to the substations under this contract shall be as follows:

The substations at Georgedale and Cavendish are located within the Durban Depot (TRIM) operational region and form part of the Transnet Rail Infrastructure Manager traction power supply network.

The substations are geographically positioned as follows:

- Georgedale Substation: -29.778806595890828, 30.610574214336623
- Cavendish Substation: -29.895465936303435, 30.91714336613429

: 14 Gumtree Rd, Malvern, Queensburgh, 4147

1.3.1. Access to all substations is via a combination of:

- Main regional and National roads, and
- Secondary gravel roads and Transnet servitude access routes leading to the substation yards

All sites are in remote or semi-rural environments, which may pose logistical challenges for transporting personnel, materials, and heavy equipment.

Final Access to each substation is typically via gravel or unpaved roads, which may be affected by weather conditions and may require the use of suitable off-road or high-clearance vehicles.

The contractor shall:

- Conduct a mandatory site inspection prior to commencement of works
- Verify all access routes and site conditions
- Plan and manage all logistics, transport, and delivery requirements associated with the project

1.3.2. General Access Requirements

- Access to all substations shall be coordinated through the Transnet Rail Infrastructure Manager Service Manager/Depot Engineer.
- The contractor shall:
 - Conduct a mandatory site inspection prior to commencing work
 - Assess road conditions, terrain, and logistical constraints
 - Ensure suitable transport for heavy equipment and transformer handling
- All Access shall comply with:
 - Transnet safety and security requirements
 - Permit-to-work systems
 - Railway operational constraints
- The contractor shall be responsible for:

- Transportation of personnel and equipment to the site
- Site establishment and access readiness
- Any temporary access arrangements required to execute the works

1.4 Provisions

The contractor provides all the required tools, equipment, and personnel to execute the project's service information.

2 SERVICE

2.1 Business requirement (Service Information)

Transnet Rail Infrastructure Manager hereby invites proposals from experienced, competent, and suitably qualified service contractors with a proven track record in the design (where required), supply, refurbishment, repair, modification, installation, testing, and commissioning of 3kV DC traction transformers.

This contract covers the execution of the above-mentioned services at the following substations:

- Georgedale Substation
- Cavendish Substation

2.1.1 Service Information Definition

The service to be executed under this contract includes, but is not limited to:

- Comprehensive refurbishment and restoration of traction transformers (main and auxiliary units)
- Mechanical and electrical repairs to restore equipment to fully operational condition
- Oil system rehabilitation, including draining, purification, testing, and replacement where required
- Replacement and installation of critical components such as:
 - Bushings (replacement on Auxiliary transformer for Georgedale substation)
 - Gaskets
 - Breathers
 - Temperature monitoring devices
 - Supply and install fence around Auxiliary transformer at cavendish (approx. 1.2m x 1.2m)

- Oil purification
 - Paint the floor with stoep red paint
 - Supply and install barrier fence between the AC disconnect isolator and the PCB structure.
 - Supply and deliver High voltage warning sign, with 3 mounting rings (10 per substation)
- Corrosion protection and painting of transformer tanks and associated components
- Testing and commissioning in accordance with Transnet, SANS, and IEC standards
- Final handover and documentation of refurbished equipment

2.1.2 Contractor Requirements

The nature and complexity of the service require contractors to be:

- Highly skilled and technically competent in traction transformer refurbishment and substation works
- Equipped with appropriately qualified personnel, including engineers, technicians, and certified artisans
- In possession of adequate plant, tools, testing equipment, and workshop facilities capable of handling transformer refurbishment up to traction substation standards

2.1.3 Experience and Capability

Contractors must demonstrate:

- Proven experience in similar transformer refurbishment projects, preferably within:
 - Rail infrastructure environments
 - High-voltage or traction substations
- A strong understanding of:
 - 3kV DC traction systems
 - Transformer design and operation
 - Substation protection and auxiliary systems
- The ability to execute work in:
 - Live or operational railway environments
 - Remote and logistically constrained sites

2.1.4 Performance Expectations

The appointed contractor shall:

- Execute the works to the highest engineering and quality standards
- Ensure minimal disruption to rail operations
- Deliver within the specified timeframes
- Maintain strict adherence to health, safety, environmental, and quality requirements

2.2 Deliverables:

The key deliverables of this project will contain the following:

The contractor shall be responsible for delivering a fully functional, compliant, and operational transformer refurbishment project for the substations at Georgedale and Cavendish, in accordance with the requirements of this contract.

2.2.1 Project Execution and Completion

- The contractor shall successfully execute and complete the full scope of works within the specified contract period, as defined in the agreed project program.
- All works shall be completed in accordance with:
 - Approved method statements
 - Applicable Transnet, SANS, and IEC standards
 - Contractual quality and safety requirements

2.2.2 Communication and Reporting

- The contractor shall maintain continuous and effective communication with the appointed:
 - Technical Officer
 - Service Manager
- The contractor shall provide:
 - Regular progress reports (weekly and/or as specified)
 - Updates on material delivery status
 - Updates on project performance, risks, and delays
- All communication shall be:
 - Documented
 - Traceable
 - Submitted in accordance with contract reporting requirements

2.2.3 Material Supply and Logistics

- The contractor shall be fully responsible for:
 - Procurement of all required materials and equipment
 - Quality assurance of supplied materials
 - Transportation and delivery to the site
- All materials shall:
 - Comply with approved technical specifications
 - Be delivered with relevant certification and documentation
- Delivery shall be arranged via road transport, including:
 - Handling of abnormal loads (where applicable)
 - Compliance with transport and safety regulations
 - Coordination with Transnet for site access

2.2.4 Delivery Documentation

- The contractor shall provide delivery notes for all materials delivered to the site.
- Delivery documentation shall be submitted to:
 - The Technical Officer and/or
 - The Project Administrator
- Documentation shall include:
 - Description of materials
 - Quantities delivered
 - Date and time of delivery
 - Relevant certification (where applicable)

2.2.5 Testing and Commissioning Deliverables

The contractor shall provide:

- Complete test reports, including:
 - Electrical test results
 - Oil analysis reports (DGA, moisture, dielectric strength)
- Commissioning certificates confirming operational readiness
- Signed inspection and acceptance documentation

2.2.6 Quality and Compliance Documentation

The contractor shall submit:

- Method statements
- Inspection and Test Plans (ITPs)
- Quality assurance records
- Compliance certificates to applicable standards

2.2.7 Final Handover Deliverables

Upon completion of the works, the contractor shall provide:

- Fully refurbished and operational transformers
- Complete as-built documentation
- Final project report
- Handover certificate signed by a Transnet representative

2.3 Current (As Is) Situation:

The substations at Georgedale and Cavendish are currently operating in degraded, unreliable, and, in certain cases, non-operational conditions, primarily due to the deteriorated state of the 3kV DC traction transformers and associated auxiliary equipment.

2.3.1 Georgedale and Cavendish Substation

- The Georgedale and Cavendish substation remains in operation; however, it is under compromised and degraded conditions, with the transformer exhibiting similar defects
- Identified issues include:
 - Ongoing oil leakages and loss of insulation integrity
 - Reduced operational reliability, increasing the likelihood of failure
 - Deterioration of auxiliary systems, including breathers, temperature monitoring, Gaskets and bushings
- The continued operation of this substation in its current condition presents a high risk of imminent failure, which may result in:
 - Unplanned outages
 - Increased loading on adjacent substations
 - Network instability

2.3.2 Testing and Condition Assessment

- Detailed inspections and testing were conducted by Transnet technical personnel to assess the condition of the equipment. The following components and systems were evaluated:
 - 3kV traction transformers (main and auxiliary units)
 - Associated protection and control systems
 - High-voltage cabling and connections
 - Overcurrent and earth fault protection systems
- The results of these assessments confirmed that:
 - The transformers are no longer fit for reliable service without major refurbishment
 - Continuing operations without intervention poses a significant risk to network reliability, safety, and environmental compliance.

2.3.3 Operational and Business Impact

The current condition of the substations has resulted in:

- Increased risk of:
 - Unplanned outages
 - Revenue losses
 - Safety incidents
 - Environmental contamination due to oil spillages

2.3.4 Summary

The current condition of the substations is unsustainable and poses a high operational, safety, and environmental risk. Immediate intervention through comprehensive transformer refurbishment is required to restore system integrity, reliability, and compliance.

2.4 Detailed Service Information

The service information covers Transnet Rail Infrastructure Manager's requirements for the complete refurbishment, repair, restoration, testing, and commissioning of 3kV DC traction transformers (main and auxiliary units) at the following substations:

- Georgedale Substation
- Cavendish Substation

All services shall be executed under the control of the Depot Engineer – Durban Depot (TRIM).

The objective of the scope is to restore the transformers and associated equipment to a condition that ensures safe, reliable, and continuous operation, in compliance with Transnet engineering standards, SANS, IEC requirements, and Railway Safety Regulator (RSR) directives.

2.4.2 Applicable Specifications and Standards

This specification shall be read in conjunction with, but not limited to, the following:

- Transnet Specifications (BBB5019, BBF series, GI instructions)
- SANS Standards (SANS 555, SANS 60076, SANS 60137, SANS 1091)
- IEC Standards (IEC 60076, IEC 60396, IEC 60255)
- OHS Act and Environmental Regulations

Where discrepancies arise, the most stringent requirement shall apply.

2.4.3 General Service Requirements

The contractor shall provide:

- All labour, supervision, plant, tools, and equipment
- All materials, consumables, and replacement components
- All transport and logistics (including abnormal loads if required)
- All testing equipment and commissioning resources

The contractor shall be fully responsible for the execution, quality, safety, and completion of the works.

2.4.4 Transformer Refurbishment Scope (Core Service)

The contractor shall carry out a complete refurbishment of both main and auxiliary traction transformers, including but not limited to:

a) Isolation, Draining, and Preparation

- Ensure transformer is:

- Safely isolated, earthed, and handed over by Transnet
- Drain transformer oil into approved, labelled containers
- Store oil in compliance with environmental and safety regulations

b) Inspection and Condition Assessment

- Perform:
 - Visual inspection
 - Internal inspection (where accessible)
 - Mechanical integrity checks
- Identify:
 - Oil leaks
 - Insulation degradation
 - Structural defects
- Submit a detailed condition assessment report to Transnet

c) Internal Cleaning and Drying

- Flush and clean:
 - Transformer tank
 - Windings (where accessible)
 - Core components
- Remove:
 - Sludge
 - Moisture
 - Contaminants
- Perform:
 - Vacuum drying and dehydration process
 - Ensure insulation moisture levels are within acceptable limits

d) Oil Treatment and Replacement

- Perform:
 - Oil filtration and purification
 - Degassing and dehydration
- Conduct:

- DGA (Dissolved Gas Analysis)
 - Moisture content analysis
 - Dielectric strength testing
- Top-up Main transformer with new virgin oil (~2000L per transformer) compliant with SANS 555
- Top-up Auxiliary transformer with new virgin oil (~400L per transformer) compliant with SANS 555
- Provide:
 - Oil test certificates
 - PCB-free certification

e) Gasket Replacement and Leak Repairs

- Remove and replace all gaskets, including:
 - Bushings
 - Tap changer
 - Buchholz relay
 - Inspection covers
 - Radiators fins
 - Conservator tank
 - Breather pipes
- Gaskets must be:
 - Oil-resistant
 - Non-asbestos
 - BS 6996 compliant
- Ensure:
 - Complete elimination of oil leaks
 - Long-term sealing performance

f) Mechanical Repairs and Component Replacement

- Repair or replace:
 - Temperature probe pockets
 - Conservator sight glasses
 - Fasteners, bolts, and fittings
- Ensure:
 - Structural integrity of tank and radiators

- Proper torquing and locking mechanisms

g) Installation of New Components at Georgedale and Cavendish substation

The contractor shall supply install and deliver all components as per price list.

All components must comply with Transnet and SANS standards.

h) Electrical Connections and Interfacing

- Perform:
 - Reconnection of transformer terminals
 - Verification of phase sequence
 - Tap changer configuration checks
- Ensure:
 - Proper earthing and bonding
 - Use of bi-metallic connectors (Cu–Al)
 - Application of conductive grease
- Ensure:
 - Oil containment integrity
 - Environmental compliance
- Implement:
 - Spill control measures
 - Waste disposal procedures

2.4.5 Testing Requirements

The contractor shall perform:

2.4.5.1 Factory Test

- Winding resistance
- Insulation resistance
- Ratio tests
- Oil tests

2.4.5.2 Site Tests

- Functional testing
- Protection system verification
- Load readiness checks

All tests shall:

- Be conducted in accordance with SANS/IEC standards
- Be witnessed by Transnet representatives
- Be documented and approved

2.4.6 Commissioning

- Commissioning shall only commence after:
 - Completion of all works
 - Clearance of defects
 - Approval by Transnet
- The contractor shall:
 - Energise transformer under supervision
 - Monitor performance
 - Confirm operational stability

2.4.7 Documentation and Handover

The contractor shall provide:

- Test reports
- Oil analysis reports
- Quality assurance documentation
- Final commissioning report

A formal handover certificate shall be issued upon successful completion.

2.4.8 Performance Requirements

The refurbished transformers shall:

- Operate reliably under full load conditions
- Withstand electrical and mechanical stresses
- Be free from:
 - Oil leaks

- Insulation defects
- Mechanical weaknesses

2.5 Standards and publications

2.5.1 General Requirements

Unless otherwise specified, all materials, workmanship, testing, refurbishment processes, and commissioning activities shall comply with the latest applicable editions of the following:

- South African National Standards (SANS)
- British Standards (BS)
- International Electrotechnical Commission (IEC) Standards
- Transnet Rail Infrastructure Manager (TRIM) Specifications, Engineering Instructions, and Technical Standards

All testing shall be conducted in accordance with approved industry practices and recognised international standards, ensuring that the refurbished transformers meet or exceed the original design performance and safety requirements.

Where conflicts arise between standards, the most stringent requirement shall apply, subject to approval by the Transnet Service Manager.

2.5.2 Transnet Rail Infrastructure Manager Specifications and Engineering Instructions

The following Transnet specifications and engineering instructions shall apply, but are not limited to:

- BBB5019 – Requirements for 3kV DC traction transformers
- BBF 8190 – Traction Substation Electrician's Handbook
- BBF 9295 – Substation Earth Resistance and Insulation Measurements
- BBF 3690 – Electrical Safety Instructions (ESI)
- CEE 0224 – Drawings, catalogues, manuals and equipment documentation
- GI_012, GI_013, GI_029 – Electrical Engineering Instructions
- CEE 0045 – Painting of steel components of electrical equipment

All refurbishment work shall strictly adhere to these specifications to ensure compatibility with existing Transnet infrastructure and operational requirements.

2.5.3 South African National Standards (SANS)

The following SANS standards shall apply:

- SANS 555 – Mineral insulating oil for transformers and switchgear
- SANS 60076 (All Parts) – Power transformers (general, temperature rise, insulation, testing, loading)
- SANS 60137 – Insulated bushings for voltages above 1000V
- SANS 1019 – Standard voltages, currents, and insulation levels
- SANS 1091 – National colour standards (painting requirements)
- SANS 121 – Hot-dip galvanizing of steel components
- SANS ISO 9001 – Quality management systems

All materials and refurbishment processes shall be compliant with these standards to ensure quality, safety, and performance reliability.

2.5.4 International Electrotechnical Commission (IEC) Standards

The following IEC standards shall apply:

- IEC 60076 – Power transformers
- IEC 60396 – Insulating oils
- IEC 60255 – Protection relays
- IEC 60137 – Bushings
- IEC 60422 / IEC 60599 – Oil testing and DGA analysis

These standards shall govern design validation, testing procedures, and performance verification of refurbished transformers.

2.5.5 British Standards (BS)

The following British Standards shall apply where relevant:

- BS 171 – Power transformers
- BS 6996-2003 – Oil-resistant rubber gasket materials

These standards shall guide material selection, gasket performance, and insulation compatibility.

2.5.6 Statutory and Regulatory Requirements

The contractor shall comply with all applicable statutory requirements, including:

- Occupational Health and Safety Act (Act 85 of 1993)
- Environmental legislation relating to oil handling and disposal
- Railway Safety Regulator (RSR) requirements

2.5.7 Compliance and Approval

- The contractor shall ensure full compliance with all applicable standards prior to execution of works.
- Any deviation from specified standards shall:
 - Be clearly documented
 - Be technically justified
 - Receive written approval from Transnet Rail Infrastructure Manager
- All testing and certification shall be:
 - Traceable
 - Verified
 - Submitted as part of the project documentation

2.6 Transnet Rail Infrastructure Manager specifications/engineering instructions

- 2.6.1** Whenever "Transnet", "Spoornet" or "S.A. Transport Services" is used in the generic specifications, it should be read as "the Employer", and wherever "engineer" or similar terminology is used, it should be read as "the Engineering/ Service Manager.
- 2.6.2** The Employer for this Contract is Transnet, SOC Ltd, trading as Transnet Rail Infrastructure Manager. The designs are based on the Transnet Rail Infrastructure Manager specifications.
- 2.6.3** The information and/or requirements stated in Transnet Rail Infrastructure Manager specifications shall be considered the minimum requirements for equipment to be offered.
- 2.6.4** The contractor may use the specifications as a requirement and offer materials and equipment that comply with the latest technology.
- 2.6.5** The contractor shall provide details on how the equipment offered differs from the specified equipment.

2.6.6 Whenever "Technical Officer or Site Agent" is used in the specification, it refers to Transnet Rail Infrastructure Manager's Contract Supervisor or his appointed representative.

2.7 Statutory Requirements

2.7.1 OHS Act 85 of 1993: Occupational Health and Safety Act

2.8 Transnet Rail Infrastructure Manager Specifications and instructions

2.8.1 BBB 5019 VER 07: Requirements for traction transformers for 3kV DC traction substations.

2.8.2 BBB 8205 VER 3: High-voltage transformers in accordance with IEC 60076 and BS 171 for nominal system voltages of 33kV up to 132kV.

2.8.3 BBF 8190: Traction Substation Electrician's Handbook.

2.8.4 BBF 9295 VER 3: Substation earth resistance and insulation measurements.

2.8.5 BBF 3690: Electrical Safety Instructions, ESI, 2012.

2.8.6 BBF 8128 VER 1: Handbook for testing and calibration of railway electrical protection equipment.

2.8.7 CEE 0224: Drawings, catalogues, instruction manuals, and spares list for electrical equipment supplied under contract.

2.8.8 CEE 0045: Painting of steel components of electrical equipment.

2.8.9 BBH 7364: Transformer oil valve cover.

2.8.10 BBB 4182: Indoor medium-voltage metal-enclosed switchgear and control gear.

2.8.11 BBB 1267: Requirements for outdoor alternating-current circuit breakers for traction and distribution substations.

2.8.12 GI_012, S_013, and GI_029: Electrical Engineering Instructions applicable to electrical installation, maintenance, testing, and commissioning works.

2.8.13 CEE-TBD-0007: Earthing arrangement for traction substations.

2.8.14 BBB 3620 VER 5: 3kV DC earthing arrangement for traction substations.

2.9 British Standards

2.9.1 BS 171: Power transformers.

2.9.2 BS 6996-2003: Mineral oil-resistant acrylonitrile-butadiene rubber compounds.

2.10 South African National Standards

2.10.1 SANS 555: Unused and reclaimed mineral insulating oil for transformers and switchgear.

2.10.2 SANS 60076-1: Power transformers – Part 1: General.

2.10.3 SANS 60076-2: Power transformers – Part 2: Temperature rise.

2.10.4 SANS 60076-3: Power transformers – Part 3: Insulation levels and dielectric tests.

2.10.5 SANS 60076-4: Power transformers – Part 4: Guide to lightning impulse and switching impulse testing of power transformers and reactors.

2.10.6 SANS 60076-5: Power transformers – Part 5: Ability to withstand short circuit.

2.10.7 SANS 60076-10: Power transformers – Part 10: Determination of sound levels.

2.10.8 SANS 60076-7: Power transformers – Part 7: Loading guide for oil-immersed power transformers.

2.10.9 SANS 60137: Insulated bushings for alternating voltages above 1000 V.

2.10.10 SANS 14001: Environmental management systems – Requirements with guidance for use.

2.10.11 SANS 1019: Standard voltages, currents and insulation levels for electricity supply.

2.10.12 SANS 1091: National colour standards.

2.10.13 SANS 1339: Electric cables – Cross-linked polyethylene (XLPE) insulated cables for rated voltages 3.8/6.6 kV to 19/33 kV.

2.10.14 SANS ISO 9001: Quality management systems – Requirements.

3.0 Abbreviations

DC	Direct Current
AC	Alternating Current
V	Volts
SANS	South African National Standards
BS	British Standard
k	Kilo
SAQA	South African Qualifications Authority
FAT	Factory Acceptance Test
ORHVS	Operating Regulations for High Voltage Systems

4.0 Material

- 4.1.1 Transnet Rail Infrastructure Manager -approved material shall be used.
- 4.1.2 The material or equipment shall be as per the applicable drawings and standards, including generic and specification requirements.
- 4.1.3 Any alternative material or equipment to be used should be approved by Transnet Rail Infrastructure Manager before an order is placed. Transnet shall accept no liability for breach of this process.
- 4.1.4 Transnet Rail Infrastructure Manager shall inspect all equipment before dispatching the equipment to the site.

5.0 Tendering procedure

- 5.1.1 Tenderers shall indicate clause-by-clause compliance with all specifications, including the relevant equipment specifications.
- 5.1.2 The tenderers should fill in a separate document listing all the specifications clause numbers, indicating the individual statement of compliance or non-compliance, and any clarifications.
- 5.1.3 Tenderers shall submit descriptive literature consisting of detailed technical specifications, general constructional details, and principal dimensions, together with clear illustrations of the equipment offered.

- 5.1.4 Failure to comply with clauses 5.1, 5.2, and 5.3 could preclude a tender from consideration.

6.0 General requirement

- 6.1.1 The contractor must provide the suppliers and/or manufacturers of his materials and equipment with a copy of the equipment specification to ensure compliance.
- 6.1.2 The contractor shall supply and install all materials required to complete the works, in accordance with Transnet Rail Infrastructure Manager drawings, specifications, and SABS.
- 6.1.3 The contractor shall execute the Works in accordance with Transnet specification E7/1 and E4E.
- 6.1.4 The contractor shall commence work within the period specified in the schedule, and the completion period shall be as indicated therein.
- 6.1.5 The contractor shall submit copies of the test report to the maintenance manager and the project's technical office.
- 6.1.6 Work to be done under the cover of a work permit. All possible sources of supply are to be isolated and earthed.
- 6.1.7 The switching and earthing of the substation will be performed by an appointed Electrician from Transnet Rail Infrastructure Manager with a Category A (Brown License) as per clause 302.2 BBF 3690.
- 6.1.8 The appointed Electrician shall take the work permit in accordance with Electrical Safety Instruction, section 8, clause 801.
- 6.1.9 The contractor will be liable for any damage caused by mismanagement or mishandling of the existing equipment on site.
- 6.1.10 Failure to comply with the specification will result in the contractor's disqualification.

7.0 Service condition

- 7.1.1 Electrical conditions

Frequency	Eskom will normally provide the AC high-voltage supply. The frequency will be 50 +/- 2.5 Hz
Supply voltage	Under normal conditions, the system supply voltage will be maintained at +/- 5% of the nominal voltage over 24 hours. Under crippled supply network

conditions, the voltage can be expected to drop up to 15%.

Fault levels A three-phase short circuit on the supply will be limited to the following levels.

Nominal Supply Voltage	Fault level
88 kV	25 kA

8.0 Repairing and refurbishment of 3 kV DC Traction Transformer

8.1.1 Oil Testing and Certification

- All oil test results shall form an integral part of the equipment test report and final documentation package.
- Testing shall include, but not be limited to:
 - Dielectric strength
 - Moisture content
 - Acidity
 - Interfacial tension
 - Breakdown voltage

8.1.2 Oil Draining, Replacement, and Supply

- The contractor shall:
 - Drain oil from the existing transformer using approved methods
 - Prevent contamination during draining and handling
- Where required, the contractor shall supply new virgin oil for the refurbished transformer.
- All supplied oil shall comply fully with:
 - SANS 555-1
 - Applicable Transnet specifications

8.1.3 Handling and Disposal of Drained Oil

- All drained oil shall:

- Be collected, stored, and handled in accordance with environmental and safety regulations
 - Be delivered to Transnet Rail Infrastructure Manager, unless otherwise instructed
- This includes:
 - Oil from refurbished transformers
 - Oil from scrapped or decommissioned transformers

8.1.4 Oil Storage Requirements

- The contractor shall ensure that adequate oil storage facilities are available on site, including:
 - Clean, sealed, and clearly labelled containers
 - Protection against contamination (moisture, dust, debris)
- Where oil is to be reused, the contractor shall:
 - Store oil under controlled conditions
 - Ensure oil quality is maintained prior to reuse

8.1.5 Bulk Oil Quality Verification

- The contractor shall provide a SANS 555 compliance report, including:
 - Full Dissolved Gas Analysis (DGA)
 - Moisture content analysis

for all bulk stored oil intended for use in the refurbished transformer.

8.1.6 Oil Quality After Filling

- The contractor shall provide a SANS 555 compliance report, including:
 - Full DGA analysis
 - Moisture content verification

for the oil after it has been filled into the refurbished transformer.

- These results shall confirm that:
 - Oil quality meets operational requirements
 - No contamination occurred during handling or filling

8.1.7 PCB Compliance Certification

- The contractor shall provide a certificate confirming PCB (Polychlorinated Biphenyl) levels for:
 - All oil returned to Transnet Freight Rail
 - All oil used in the refurbished transformers
- PCB levels shall comply with:
 - Applicable environmental legislation
 - Transnet environmental requirements

8.2 Bushing Insulators

8.2.1 Bushing insulators shall comply with the requirements of SANS 60137.

8.2.2 Old bushings shall be tested to ensure compliance with the standard in accordance with SANS 60137, clause 8.

8.2.3 Every bushing shall be supplied complete with an airside bushing terminal suitable for connecting the stem to an aluminium conductor (UPAS).

8.2.4 The design of insulators for 88 kV and above shall be such as to minimize corona discharge and radio interference and shall have test tapings.

8.2.5 Connections from main windings to bushing insulators shall be flexible.

8.2.6 High- and low-voltage bushings shall be supplied with external connectors.

8.2.7 Clamps and fittings shall be made of steel or malleable iron and shall be galvanized.

8.2.8 Bushing gaskets and all cover gaskets must be checked. The contractor shall not over-tighten the securing rings of the primary and secondary bushings, as per BBF 8190, clause 5.13.2.

8.3 Gaskets for the tank and covers

8.3.1 All gasketed joints shall be assembled to ensure long-term, leakproof, maintenance-free operation.

8.3.2 The gasket material should be fully compatible with transformer insulating fluid/oil.

8.3.3 The gasket should not contain oil-soluble sulphur compounds.

8.3.4 The gasket should be made of non-asbestos materials, precision-tailored to meet the transformer's pressure, temperature, chemical, or liquid requirements.

8.3.5 The internal structure of the gasket shall be elastic.

8.3.6 The physical properties of the material shall not be affected by the oil in the transformer.

8.3.7 Also, the oil shall not be affected by the gasket material.

8.3.8 The type of material shall not be affected by temperature cycling.

8.3.9 At the lowest operating pressure, the gasket material shall not be porous

8.3.10 The material shall conform to environmental regulations, such as being asbestos-free and heavy metal-free (i.e., free from Lead, Cadmium, Mercury, and Chromium).

8.3.11 The material shall be capable of overcoming flange and surface imperfections such as distortion, waviness, and roughness.

8.3.12 The type of gasket material should conform to BS 6996-2003.

8.3.13 For splicing the gasket, a steel-bond, rubber-based contact adhesive must be used, which must be cured.

8.4 Installation and interconnection of equipment

8.4.1 The contractor shall be responsible for all necessary connections (as decided by the Transnet Rail Infrastructure Manager's Service Manager or Technical Officer) between the equipment supplied and other components in the substation, including connections to the earth-mat.

8.4.2 The transformer connections must be performed according to the wiring diagram on its plate, ensuring the phase sequence is correct.

8.4.3 The contractor must check whether the connection of the tap-charger or the tap panel, as shown in the wiring diagram, is correct.

8.4.4 If the transformer is equipped with locking wheels, the contractor shall lock the transformer immediately after placing it on the base.

8.4.5 All fasteners on steelwork, components, and electrical connections (nuts and bolts) shall be secured using flat washers and lock washers.

8.4.6 All HT electrical equipment interconnections shall be done using conductors like those being used in the existing substation yard.

8.4.7 Conductors between separately mounted outdoor equipment shall incorporate some flexibility to avoid overstressing these connections due to foundation movement or conductor expansion/contraction, and to facilitate alignment of the equipment.

8.4.8 High-conductive silicon grease shall be liberally applied to all connections.

8.4.9 All dissimilar metal connections (Cu to Al) shall be made using bi-metallic clamps that are specifically designed and manufactured to make that connection (ad hoc fabricated clamps are not acceptable).

8.5 Painting of the transformer

8.5.1 The coating system must be free of scratches and oxidation.

8.5.2 The outer surface of the transformer tank shall be painted grey to the colour code G12 in accordance with SAN 1091. The conservator shall be painted white.

8.5.3 The total paint thickness shall be at least 75 microns. For coastal or heavily polluted conditions, it shall be at least 125 microns as per BBB 5019, clause 8.2.1.

8.5.4 All loose paint, rust, etc. must first be removed using steel brushes, sandpaper, scrapers, or chisels, as per BBF 8190, clause 5.2.10.

8.5.5 Oil, salt, or flaking paint must be brushed off with a general-purpose cleaning solution as per BBF 8190, clause 5.2.10.

8.5.6 The steelwork must be washed with water and left to dry. A red lead undercoat (item No. 9/1932) must be applied as soon as possible on all uncovered steel surfaces before the final layer (grey chlorinated rubber, item No.9/17974) is applied as per BBF 8190, clause 5.2.10

8.5.7 Primers containing zinc must not be used for painting a transformer, as zinc is not resistant to chemical attack from transformer oil.

8.5.8 Internal surfaces of the conservator above the oil level shall be cleaned and painted with one coat of oil-resistant rust-inhibiting etch primer as per BBB 5019, clause 8.2.2.

9.0 On-site transformer refurbishment and repair requirements

9.1 site establishment and disestablishment

9.1.1 The site established shall be a clean, dry environment, with temporary or permanent structures as required.

9.1.2 The contractor shall bring his own transformer-drying equipment and heavy-lifting machinery capable of lifting transformers ranging from 2200 kVA to 6 MVA.

9.1.3 The contractor shall be responsible for soil preparation and soil and site area rehabilitation.

9.1.4 The contractor shall ensure the site is safe and that necessary barricading is installed when working, ensuring safe working conditions for the contractor and team members.

9.1.5 The contractor must always have a suitable site manager with ORHVS certification on site during work operations.

9.1.6 The contractor is responsible for providing ablution facilities and a 400 V supply point for welding and testing purposes.

9.2 Transformer repairs

9.2.1 The contractor shall be responsible for supplying, delivering, and installing all equipment and materials required to execute the work.

9.2.2 The contractor shall ensure that all the necessary field test facilities and equipment required for the successful execution of on-site repairs are always available and in working condition.

9.2.3 Only after electrical tests and oil analysis have been conducted, and a test certificate issued, can the transformer be handed over to Transnet Rail Infrastructure Manager.

9.2.4 The allowable work to be done on site includes the following:

- Re-gasketing,

- Tap changer repairs,
- Gasket leaks sealing, Sealing of leaking gaskets
- Oil purification (regeneration)
- Oil replacement
- Oil drainage and top-up, and
- Dehydrating Breather Maintenance/Service
- Changing of Silica Gel Desiccant
- Fans and fan motors service/maintenance, and replacement
- Oil circulation pumps and motors service/maintenance, and replacement
- Conservator inspection and Service
- Buchholz Inspection and Service
- Winding Temperature Indicator Test and Service
- Oil Temperature Indicator Test and Service
- Paint the floor with stoep red paint

9.2.5 The electrical tests shall include, but not be limited to, the following:

- Winding resistance test
- Ratio test
- Phase displacement
- Insulation resistance
- Polarity index (PI)
- No load test (eddy current loss +hysteresis loss) + (Load losses and Impedance)
- Zero Sequence Impedance (Only in YY windings)
- Induced overvoltage with partial discharged (PD) (running concurrently)
- Capacitance and Tan delta
- SFRA (swept frequency response analysis)
- Separate-source voltage Withstand test
- Lightning impulse withstands Full and Chopped wave
- Temp rise at rated I (Amp) (4 hours)
- DGA
 - a. Water
 - b. Dielectric strength
 - c. Acidity
 - d. Paper insulation test report to be included if rewound was part of the scope (DP and Moisture- paper)
 - e. SANS 555 test to be connected for the bulk oil to be used, and a report submitted (IEC limits accepted)

- Noise measurement test (acoustic)
- Bushing tests
 - a. Tan Delta
 - b. PD Test
- Over-Pressure Test

9.2.6 Transnet Rail Infrastructure Manager is also entitled to carry out its own quality control tests and inspections, and the contractor shall rectify any defects noted within the agreed time frame.

9.3 Security

9.3.1 It is the contractor's responsibility to safeguard all equipment against theft or damage for the duration of the project.

9.4 Site rehabilitation

9.4.1 After completion of the project, the contractor shall ensure that the site is clean and returned to its original state, and that any building damage is repaired.

9.4.2 All surplus and dismantled equipment and materials shall remain the property of Transnet Rail Infrastructure Manager and shall be transported to a Transnet Rail Infrastructure Manager designated site.

9.4.3 If there is an oil spillage, it shall be reported to Transnet Rail Infrastructure Manager, and a detailed report on how the spillage occurred and the procedure for removing the oil from the soil shall be provided to Transnet Rail Infrastructure Manager.

9.4.4 A specialist contractor shall manage the oil spill, and upon completion of the rehabilitation process, the clearance certification will be submitted to Transnet Rail Infrastructure Manager for safekeeping.

9.5 Fans and pumps

9.5.1 All transformer cooling fans, fan motors, and circulation pumps shall be properly checked for wear and tear, moisture ingress, and correct rotation.

10.0 Interface with AC Primary Circuit Breaker, Protection, and Switchgear

The contractor shall not be responsible for the full design, supply, replacement, or installation of the AC Primary Circuit Breaker Panel, High Voltage AC Primary Circuit Breaker, or Indoor Medium Voltage Switchgear unless specifically stated in the Bill of Quantities or instructed by Transnet Rail Infrastructure Manager.

However, the contractor shall ensure that all refurbished 3kV traction transformer works are compatible with the existing AC primary circuit breaker, protection, control, metering, alarm, and switchgear systems.

11.0 The contractor shall verify and confirm:

- Correct reconnection of transformer primary and secondary terminals.
- Correct interface with existing protection and control circuits.
- Correct operation of transformer-related alarms, including temperature alarm, Buchholz relay alarm/trip, oil level indication, and other transformer protection devices.
- The continuity and integrity of the control wiring were disturbed during refurbishment.
- Correct earthing and bonding of transformer tank, neutral points, cable glands, busbars, and associated metallic structures.
- Correct operation of associated protection circuits after transformer refurbishment.
- That no refurbishment activity negatively affects the existing breaker panel, protection relay, switchgear, or SCADA/telecontrol interfaces.

Where any defect is identified on the existing AC breaker panel, circuit breaker, protection relay, switchgear, or control wiring, the contractor shall immediately report it to the Transnet Rail Infrastructure Manager's Service Manager / Technical Officer for instruction.

12.0 Rehabilitation of the environment

12.1 Inspection

- 12.1.1 Arrangements must be made timeously via the "Technician on site" for the Technical Officer or Service Manager to inspect the progress of the work.

13.0 Safe working on Transnet Rail Infrastructure Manager sites

- 13.1.1 The contractor or his sub-Contractor shall be required to work on site in accordance with Transnet Rail Infrastructure Manager's safety specification E4E of April 1997 and the Occupational Health and Safety Act 85 of 1993.
- 13.1.2 The contractor shall be required to work under the direct supervision of Transnet Rail Infrastructure Manager's depot personnel on site and shall work only in the area demarcated by suitable barriers.

14.0 Services and other things provided by the Employer

- 14.1.1 Transnet Rail Infrastructure Manager shall inspect all equipment before dispatching it to the site.
- 14.1.2 Transnet Rail Infrastructure Manager shall have an electrician available to isolate and erect barriers to live electrical equipment, and to issue work permits where necessary.
- 14.1.3 The working hours must be from 07H30 to 16H00, Mondays to Fridays
- 14.1.4 Upon successful completion of the works to Transnet Rail Infrastructure Manager's satisfaction, Transnet Rail Infrastructure Manager shall perform the necessary protection tests and commission the equipment.

15.0 Commissioning of equipment

- 15.1.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Service Manager.
- 15.1.2 Upon completion of commissioning, the contractor will hand the equipment over to the Service Manager in accordance with the relevant instruction.
- 15.1.3 The commissioning of protection equipment by Transnet Rail Infrastructure Manager will in no way absolve the contractor from any of his responsibilities during the guarantee period.
- 15.1.4 It is the contractor's responsibility to satisfy him/herself that the commissioning of the protection equipment has been carried out satisfactorily and in no way compromises the proper operation of the equipment supplied under the contract.
- 15.1.5 The contractor shall be present during the testing and setting of the protection to rectify any faults found.

16.0 Temporary Service, affected property, and constraints on how the *contractor* provides the service

- 16.1.1 Affected Property entry and security control, permits, and Affected Property regulations. The contractor shall comply with the Employer's Affected Property entry and security control, permits, and Affected Property regulations.

17.0 Restrictions to access on Affected Property, roads, walkways, and barricades:

- 17.1.1 The contractor is specifically excluded from entering the Employer's Operational Areas, which are adjacent to the Affected Property. The contractor plans and organizes his work to cause the least possible disruption to the Employer's operations.
- 17.1.2 The contractor ensures the safe passage of his team through traffic and around the Affected Property working areas which, includes providing flagmen.
- 17.1.3 The contractor ensures that any of his staff, labour, or equipment moving outside his allocated Affected Property and Service Areas does not obstruct

the operations of Transnet Rail Infrastructure Manager (TRIM). To this end, the Service Manager allocates and coordinates access routes.

17.1.4 The contractor ensures that all his Service staff, labour, and equipment remain within his allocated and fenced off working area.

17.1.5 All contractors' staff and labour working within the 13 fuel depot sites comply with Transnet Rail Infrastructure Manager (TRIM) operational safety requirements and are equipped with all necessary personal protective equipment (PPE).

17.1.6 People restrictions on Affected Property; hours of work, conduct, and records:

17.1.7 The contractor keeps daily records of his people engaged on the Affected Property, with such records available for inspection by the Service Manager at all reasonable times.

18.0 Procurement

18.1. Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done openly and fairly, which 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 Detailed Procurement Procedure (DPP);
- 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), and
- The Anti-Corruption Act.

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

18.2 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. We aim to become a world-class, profitable

logistics organization. As such, our transformation is focused on adopting a performance culture and behaviours that will enable it.

Transnet will not participate in corrupt practices and therefore expects its suppliers to act similarly.

- Transnet and its employees will comply with this country's laws and maintain 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, to:
- Illegally influence their judgment 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 stakeholders 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" hotline to report these acts. (0800 003 056).

18.3 Transnet 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.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting)
- Transnet's relationship with suppliers requires us to clearly define requirements, exchange information, and share mutual benefits.
- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control our suppliers' actions, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation, or other aggressive actions towards Transnet employees.

- Suppliers must be evaluated and approved before any materials, components, products, or services are purchased from them. Rigorous due diligence is conducted, and the supplier is expected to participate honestly and straightforwardly.
- Suppliers must record and report facts accurately, honestly, and objectively. Financial records must be accurate in all material respects.

18.4 Conflicts of Interest

- A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in Transnet's best interests.
- Doing business with family members
- Having a financial interest in another company in our industry

18.5 The Contractor's Invoices

- When the Service Manager certifies payment (see TSC Clause 50) following an assessment date, the contractor complies with the Employer's procedure for invoice submission.
- The invoice must correspond to the Service Manager's assessment of the amount due to the contractor as stated in the payment certificate.

The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No;
- Invoice number;
- The Contractor's VAT Number; and
- The Contract number
- The invoice contains the supporting details
- For the attention of the Service Manager
- Invoices submitted by email are presented to:

Sithembile.mnyango@transnet.net

For the attention of the Service Manager

The invoice is presented as an original.

PART 4: AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

- Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service
- 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 the Affected Property.

1. Description of the Affected Property and its surroundings

1.1. General description

This contract covers the **3kV traction transformer refurbishment works** at the following substations under the **Durban Depot (TRIM)**:

- Georgedale Substation
- Cavendish Substation

These substations form part of the **Transnet Rail Infrastructure Manager traction power network**, supplying power to overhead traction equipment (OHTE) along critical freight corridors.

1.1 Georgedale Substation

Georgedale Substation is located within the Durban Depot operational region and forms part of the railway traction network.

- **Coordinates:** Latitude -29.778806595890828, Longitude 30.610574214336623
- The substation is accessible via **N3 roads to Cato ridge of ramp**, followed by **secondary gravel roads and Transnet servitude routes**.
- The site is located in a **semi-rural environment** near the railway line.

- Access roads may be affected by:
 - Weather conditions (mud, slippery surfaces)
 - Limited road infrastructure

1.1.1. Satellite View:

Georgedale Substation is located within the Durban Depot region, along the traction network corridor.

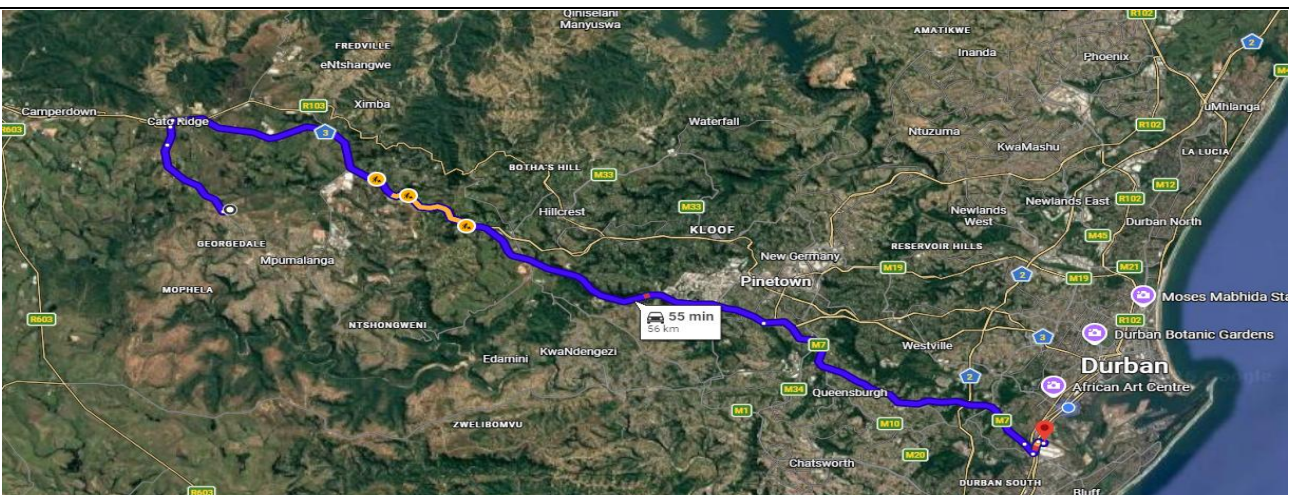
Georgedale Substation is located approximately 58.4km from M7 Loliwe house, D140 Rd, Camperdown Rural, 3720

Co-Ordinated: Latitude -29.778806595890828, Longitude 30.610574214336623

Satellite View:



Picture 1: Georgedale substation and surrounding Area



Picture 2: Georgedale Substation location from Loliwe house; via M7, N3 and Exit left at Catoridge via Mr 385 Rd to D140 RD (gravel), cross the railway lines before Georgedale station -destination.

2. Cavendish Substation

Cavendish Substation is located within the Duban Depot region, along the traction network corridor.

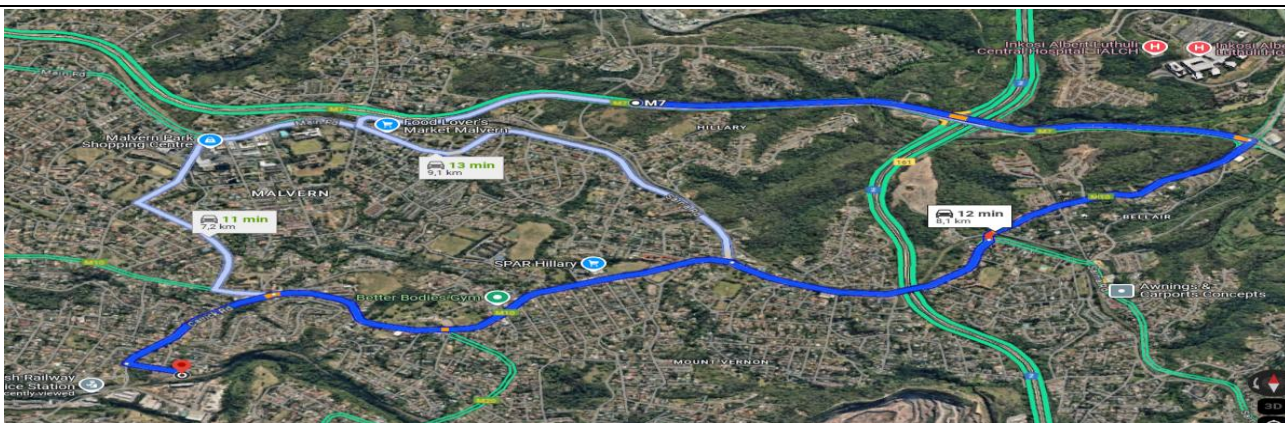
Cavendish Substation is located approximately 8.1 km from M7 Malvern, Queensburgh.

Co-Ordinated: Latitude -29.8955300, 30.9172435

Satellite View:



Picture 2: Cavendish substation and surrounding Area



Picture 3: Cavendish Substation location from M7 Malvern, Queensburgh

2.1 Existing buildings, structures, and plant & machinery on the Affected Property

The substation is located near a community and there are possibilities of snakes. No unauthorised work shall commerce without Transnet personnel on site.

2.2 Subsoil information

- Some areas may be affected by:
 - Oil contamination from transformer leakages

The Contractor shall:

- Exercise caution when working on contaminated ground
- Follow environmental procedures for handling contaminated soil

2.3 Hidden Services

- Underground services may exist, including:
 - Earthing conductors
 - Control and power cables
 - Possible unknown buried services
- The Contractor shall:
 - Not excavate without approval
 - Verify services with Transnet before trenching
 - Treat all unidentified cables as live

2.4 Other Reports and Public Information

- Contractors shall be aware of:
 - Culverts and drainage paths
 - Railway infrastructure proximity
 - Restricted access zones
- No unauthorized activities shall be allowed, including:

- Hunting
- Access to surrounding private property

3. Inspection

- The Contractor shall:
 - Arrange inspections with the **Transnet Technical Officer / Service Manager**
 - Provide access to all work areas
 - Allow inspection before closing any work (earthing, oil, internal works)