

TRANSNET RAIL INFRASTRUCTURE MANAGER

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

RFQ NUMBER	: TFR/2026/08/0003/114635/RFQ
ISSUE DATE	: 21 AUGUST 2026
COMPULSORY TENDER	
CLARIFICATION MEETING	: 28 AUGUST 2026
CLOSING DATE	: 08 SEPTEMBER 2026
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Note to the bidders:

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

Contents

Number	Heading
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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 Document
------	-----------------------------

T2.2	Returnable Schedules
------	----------------------

The Contract

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
------	------------------------------

C1.2	Contract Data (Parts 1 & 2)
------	-----------------------------

Part C2: Pricing Data

C2.1	Pricing Instructions
------	----------------------

C2.2	Bill of Quantities
------	--------------------

Part C3: Scope of Work

C3.1	Works Information
------	-------------------

Part C4: Site Information

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	Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot. (works)
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 be conducted at Transnet Infra Building 22 Industria Avenue Ermelo 2351 on the 28 August 2026 at 11:00 am for a period of {± 1hour}. For directions contact Nomvula.Mnisi@transnet.net For commercial enquiries: Edwin Senne by email to: edwin.senne@transnet.net [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will 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 T2.2-1. hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-1 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	10:00 am on 08 September 2026 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

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

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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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

- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this 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 T2.2-16, [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 returnable 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**

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information

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

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

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

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

Eligibility in terms of the Construction Industry Development Board:

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **2 EP or higher class** of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)
Joint ventures are eligible to submit tenders subject to the following:
 1. every member of the joint venture is registered with the CIDB;
 2. the 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 **2 EP or higher class** of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

The tenderer shall provide a certified copy of its signed joint venture agreement.

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

Stage Two – Functionality

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

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

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

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

- C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
 - Contact person and details: **(insert details)**
 - The Tender Number: TRIM/2026/04/0704/4338/RFQ
- The Tender Description: Supply and Install 3 phase, 2x 50kVA, 1x 500kVA, and 1x 800kVA Auxiliary Transformers in Various Substations under Ermelo Depot

Documents must be marked for the attention of:

Employer's Agent:

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

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

Time: **10h00am** on the **08 September 2026**

- a) 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.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

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

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

4. Proof of registration on the Central Supplier Database;

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

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

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

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria points
T2.2-2 Capacity and Ability to meet Project Schedule for the transformer	40
T2.2-3 Previous experience in the transformer refurbishment	40
T2.2-4 Management & CVs of Key Personnel	20
Maximum possible score for Functionality	100
Minimum possible score for technical threshold	70

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

- T2.2-2 Capacity and Ability to meet Project Schedule for the transformer
- T2.2-3 Previous experience in the transformer refurbishment
- T2.2-4 Management & CVs of Key Personnel

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively.

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

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

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

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

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

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

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

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

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

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

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

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

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

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility purposes:

T2.2.1 - Eligibility with regards to attendance at the compulsory clarification meeting:

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

2.1.2 These schedules will be utilised for evaluation purposes:

T2.2-2 Capacity and Ability to meet Project Schedule for the transformer

T2.2-3 Previous experience in the transformer refurbishment

T2.2-4 Management & CVs of Key Personnel

2.1.3 Returnable Schedules:

General:

T2.2-5 Availability of Equipment and Other Resources

T2.2-6 Health and Safety Questionnaire

T2.2-7 Health and Safety Cost Breakdown

T2.2-8 Authority to submit Tender

T2.2-9 Record of addenda to Tender Documents

T2.2-10 Risk Elements

T2.2-11 Schedule of proposed Subcontractors

T2.2-12 Site Establishment requirements

Agreement and Commitment by Tenderer:

T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-14 Non-Disclosure Agreement

T2.2-15 RFQ Declaration Form

T2.2-16 RFQ – Breach of Law

T2.2-17 Certificate of Acquaintance with Tender Document

T2.2-18 Works Provider Integrity Pact

T2.2-19 Supplier Code of Conduct

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-20 POPI Act form
- T2.2-21 Insurance provided by the Contractor
- T2.2-22 Three (3) years audited financial statements

1.3.3 Transnet Vendor Registration Form:

- T2.2-23 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C2.2 Bill of Quantities

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2.2 Evaluation Schedule: Capacity and Ability to meet Project Schedule for the transformer

Note to tenderers:

Project Schedule

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

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

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

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

The tenderer to address the following Key Elements.

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

1. Bidder must provide a programme on excel or MS Projects indicating the Schedule in terms of the Project (design, manufacture, testing, delivery, installation, and commissioning of the Auxiliary Transformer)

Transnet Rail Infrastructure Manager
Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

Total Weighted Points 40	Capacity and Ability to meet Project Schedule for the transformer
Score 0	Did not submit any project schedule.
Score 20	<i>Contractor</i> has indicated a project duration of >7 Weeks.
Score 40	<i>Contractor</i> has indicated a project duration of >06 Weeks ≤ 07 Weeks.
Score 60	<i>Contractor</i> has indicated a project duration of >05 Weeks ≤ 06 Weeks.
Score 80	<i>Contractor</i> has indicated a project duration of >04 Weeks ≤05 Weeks.
Score 100	<i>Contractor</i> has indicated a project duration of ≤ 04 Weeks

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

Signed

Date

Name

Position

Tenderer

T2.2-3: Evaluation Schedule: Previous experience in the transformer refurbishment

Note to tenderers:

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

- A list of past / current comparable projects.

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

- Electrical works

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

Bidder must provide previous experience in Supply, Installation and Commissioning of Auxiliary Transformers, ranging from 50 kVA to 800kVA. Bidders must provide evidence of previous supply of similar items in the form of either of the below listed documentation:

- Completion letters from current and previous clients: Letters must be on the client's official letterhead and signed with contactable details.
- Award letters.
- Purchase orders

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	

Transnet Rail Infrastructure Manager
Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

Total Weighted Points 40	Previous experience in the transformer refurbishment
Score 0	Did not submit any proof of award/purchase orders and/or completion letters of experience.
Score 20	Submitted 1x any proof of award/purchase order/completion letter of experience for project related to the scope of work for this procurement event.
Score 40	Submitted 2x any proof of award/purchase orders or completion letters of experience for project related to the scope of work for this procurement event.
Score 60	Submitted 3x any proof of award/purchase orders or completion letters of experience for project related to the scope of work for this procurement event.
Score 80	Submitted 4x any proof of award/purchase orders or completion letters of experience for project related to the scope of work for this procurement event.
Score 100	Submitted $\geq 5x$ any proof of award/purchase orders or completion letters of experience for project related to the scope of work for this procurement event.

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

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. 1 x Electrical Test Officer (Trade Test/Diploma/BTech/BSc Electrical): Testing and Commissioning
 - ii. 1 x Qualified Electrician (Trade test certificate)
 - iii. 1 x Safety Officer
 - iv. Project Manager should have professional ECSA registration.
2. Comprehensive CV's should be attached to this schedule:

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

 - i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
 - c. Professional awards
 - ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - iii. Name of current employer and position in enterprise
 - iv. Overview of post graduate experience (year, organization and position)
 - v. Outline of recent assignments / experience that has a bearing on the Scope of Works

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and surname	CV attached (Yes/No)
1	1x Electrical Test Officer (Trade Test/Diploma/BTech/BSc Electrical): Testing and Commissioning		
2	1 x Qualified Electrician (Trade test certificate)		
3	1 x Safety Officer		
4	1 x Project Manager should have professional ECSA registration.		

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

Total Weighted Points 20	Management & CVs of Key Persons and qualifications
Score 0	No proof of CVs submitted.
Score 20	1x Appointed Test Officer, 1x Qualified Electrician and Project Manager is a qualified Technician (Electrical).
Score 40	1x Appointed Electrical Test Officer, 1x Qualified Electrician and Project Manager is a qualified Technician and registered with ECSA as a Candidate Technician.
Score 60	1x Appointed Electrical Test Officer, 1x Qualified Electrician and Project Manager is a qualified Technician/Technologist (B. Tech) and registered with ECSA as a Professional Engineering Technician/Technologist (Electrical).
Score 80	1x Qualified Electrical Test Officer, 1x Qualified Electrician and Project Manager is a qualified Technologist/Engineer and registered with ECSA as a Professional Technologist/Engineer (Electrical).
Score 100	All CVs submitted with all certificates as specified above.

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/Rfq

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

Index of documentation attached to this schedule:

.....

.....

.....

.....

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

Signed

Date

Name

Position

Tenderer

Transnet Rail Infrastructure Manager
Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

T2.2-5: Availability of Equipment and Other Resources

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *Work* as described in the Works Information.

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

Signed

Date

Name

Position

Tenderer

T2.2-6: 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 workday cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 - Restricted Workday Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 -Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years' injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? ☐ Yes ☐ No			
(Please provide letter of confirmation)			
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:		

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 PROGRAMME

Do you have a written safety Programme 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 Programme contain the following elements:			
	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 & PROGRAMME
ENVIRONMENTAL STANDARDS	☐	☐	COMMUNICATION PROCESSES
MODIFIED WORK PROGRAMME	☐	☐	

5. TRAINING PROGRAMME

5A.	Do you have an orientation Programme 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	☐

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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 Programme for training newly hired or promoted supervisors? ☐ Yes ☐ No
(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	☐	☐	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 Programme? ☐ 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			

Transnet Rail Infrastructure Manager
Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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 companies your form has worked for that could verify the quality and management commitment to your occupational Health & Safety Programme		
Name and Company	Address	Phone Number

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

T2.2-7 Health and Safety Cost Breakdown

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

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

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

Transnet Rail Infrastructure Manager
Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

T2.2-8: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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.

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

C. Certificate for Joint Venture

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

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

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

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

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/Rfq

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

T2.2-9: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

T2.2-11: Schedule of proposed Subcontractors

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract 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 of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work	Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdevelop ed areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Subcontractor			Address	Nature of work	Amount of Worked	Percentage of work
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Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans
	☐	☐	☐	☐	☐	☐	☐

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdevelo ped areas/ Townships	Military Veterans	
	☐	☐	☐	☐	☐	☐	☐	

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdevelo ped areas/ Townships	Military Veterans	
	☐	☐	☐	☐	☐	☐	☐	

T2.2-13 : 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

SPECIFIC GOALS POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 The 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.

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

- 1.5 The maximum points for this bid are allocated as follows:
- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of workss, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“functionality”** means the ability of a bidder to provide goods or workss in accordance with specification as set out in the bid documents;
- (h) **“Price”** includes all applicable taxes less all unconditional discounts.
- (i) **“Proof of B-BBEE Status Level of Contributor”** means:
- 1) B-BBBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the

time of bid invitations, and includes all applicable taxes and excise duties.

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

3.2

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at 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 6.1

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

6.2

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional works provider
 - ☐ Other works providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having 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.

..... SIGNATURE(S) OF BIDDERS(S)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

Transnet Rail Infrastructure Manager
Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

T2.2-14 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFQ] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information

otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

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

- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

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.

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

Signed

Date

Name

Position

Tenderer

T2.2-15: 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 T2.2-24 "works Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

T2.2-16: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-17 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 workss as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where workss will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;

- d) the intention or decision to submit or not to submit, a Tender;
 - 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 workss 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

T2.2-18 WORKS PROVIDER INTEGRITY PACT

Important Note: All potential tenderers must read this document and certify in the RFQ 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/works Providers/Contractor")

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and workss; and
- b) Enable Tenderers/works Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / WORKS PROVIDER

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

- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or workss. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/works Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/works Provider/Contractor commits to the following:
- a) The Tenderer/works Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/works Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/works Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / works Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/works Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/works Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/works Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/works Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/works Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / works Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

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

4 INDEPENDENT TENDERING

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

5 DISQUALIFICATIONS FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
 - a) Immediately exclude the Tenderer/works Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/works Provider/Contractor. However, the proceedings with the other Tenderer/ works Provider/Contractor may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/works 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/works 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/works Provider/Contractor; and
 - f) Exclude the Tenderer/ works Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
 - a) 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/works Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's

Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/works Provider/ Contractor:

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

10 DISPUTE RESOLUTION

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

11 GENERAL

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

T2.2-19: 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.

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

- 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.

Transnet Rail Infrastructure Manager
Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

T2.2.20 PROTECTION OF PERSONAL INFORMATION (For normal contract)

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

YES		NO	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

T2.2-21: Insurance provided by the *Contractor*

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

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

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

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

T2.2-22-: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-23 SUPPLIER DECLARATION FORM

VENDOR REGISTRATION

1.	Proof of Banking Details	Stamped/Certified by the Bank, Dated and Less than 3 months old	
		Confirmation of Bank Letter must contains the Name and Signature of Bank Official.	
		If online verification is possible (e.g. FNB) – printout of online verification	
2.	TAX Certificate and VAT Registration	Current SARS TAX Compliance Status Verification PIN document (obtainable from SARS eFiling) (TAX Status Must Be "Compliant/Active" when verified with SARS)	
		Copy of "SARS VAT 103" form / SARS confirmation for proof of VAT registration	
		If No VAT; Affidavit or Solemn Declaration on VAT Registration Status to be submitted	
3.	Proof of registration	Company registered before 1 May 2011: CM1 – Incorporation of a Company Company registered after 1 May 2011: CoR 14.3 – Company Registration Certificate	
4.	Proof of Ownership / Management	Company registered before 1 May 2011 - CM29 – Contents of Register of Directors, Auditors and Officers Company registered after 1 May 2011 - CoR 15.1 Memorandum of Incorporation -MOI - CoR 39 – Contents of Register of Directors, Auditors and Officers Clear certified copy of Identity Document/s of Directors. If company has >5 directors, only 5 IDs are required	
5.	BBBEE	EME (Turnover below R10m)	
		- EME Affidavit signed by EME - NO certificates by SANAS accredited BBBEE verification agency accepted - NO accountant letters are accepted	
		QSE (Turnover between R10m and R50m)	
		IF >51% black owned - QSE Affidavit signed by QSE or Certificate by SANAS accredited verification agency - NO accountant letters are accepted	
		IF < 51% black owned, certificate by SANAS accredited BBBEE verification agency	
		Large enterprise (Turnover above R50m)	
		Certificate by SANAS accredited BBBEE verification agency	
		Non-compliant (No certificate / In process of certification / Level 9 certificate) Confirmation that supplier is not BBBEE compliant. An email is sufficient.	

Transnet Rail Infrastructure Manager
Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

6.	Proof of CSD registration	MAAA number	
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ANNEXURE A: SUPPLIER DECLARATION FORM

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

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No OrID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Did your company previously operate under another name? (If YES state the previous details below)					Yes	No
Trading Name						
Registered Name						
Company Registration No OrID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Your Current Company's VAT Registration Status (please attach relevant supporting document for VAT)			VAT Registered		Not VAT Registered	
VAT Registration Number						

Transnet Rail Infrastructure Manager
Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

Transnet Rail Infrastructure Manager
Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

Company Contact Person															
Designation															
Telephone Number															
Main Product / works Supplied e.g. Stationery / Consulting /Labour etc.															
Is your company a Labour Broker?		YES						NO							
How many personnel does the business employ? (<i>please state number</i>)		Full Time						Part Time							
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.															
Most Recent Financial Year's Annual Turnover		<R10 Million EME						>R10 Million <R50 Million QSE						>R50 Million Large Enterprise	
Does your company have a valid Proof of B-BBEE Status?							YES						NO		
Please indicate your Broad Based BEE status (Level 1 to 9)							1	2	3	4	5	6	7	8	9
Majority Race of Ownership (<i>please selected correct Majority Ownership for your company</i>)							Black						White		
BBBEE Score		% Black Ownership				% Black Women Ownership				% Black Disabled person(s) Ownership					
% Black Youth Ownership				% Black Unemployed				% Black People Living in Rural Areas				% Black Military Veterans			
Please Note: Please provide proof of B-BBEE status as per Appendix III and IV: - Large Enterprise and QSEs with less than 51% Black Ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency; - EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix III and IV respectively; - Black Disabled person(s) Ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability; - A certified South African identification document will be required for all Black Youth Ownership.															
Supplier Development Information Required															
EMPOWERING SUPPLIER							YES		☐		NO		☐		
FIRST TIME SUPPLIER							YES		☐		NO		☐		
SUPPLIER DEVELOPMENT PLAN							YES		☐		NO		☐		
DEVELOPMENT PLAN DOCUMENT							If Yes - Attach supporting documents								
ENTERPRISE DEVELOPMENT BENEFICIARY							YES		☐		NO		☐		
SUPPLIER DEVELOPMENT BENEFICIARY							YES		☐		NO		☐		
GRADUATION FROM ED TO SD BENEFICIARY							YES				NO				

Transnet Rail Infrastructure Manager
Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

		☐		☐
ENTERPRISE DEVELOPMENT RECIPIENT	YES	☐	NO	☐

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

Name and Surname		Designation	
Signature		Date	

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____ day of
_____, 20____,

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

Commissioner of Oaths (Signature & Stamp)



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

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare

that; _____

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

Signature: _____

Designation: _____

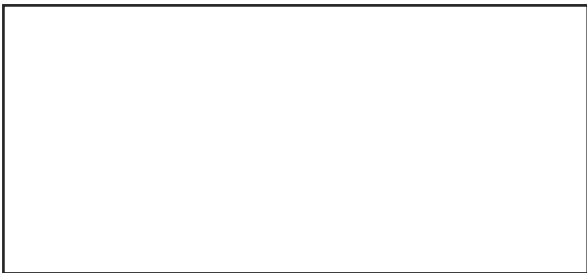
Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths (Signature & Stamp)



SWORN AFFIDAVIT: B-BBEE for EXEMPTED MICRO ENTERPRISE

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

4. I hereby declare under Oath that:

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

Appendix III

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

.....
Name & Surname

Signature & Stamp

APPENDIX IV

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

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

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

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

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

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFO

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

C1.1: Form of Offer & Acceptance Offer

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

Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of witness

(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:

Acceptance

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

The terms of the contract, are contained in:

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

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

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

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

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

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Transnet Rail Infrastructure Manager

Tender Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X2: Changes in law
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Rail Infrastructure Manager 6 Minnaar Street Pretoria 0002
10.1	The <i>Project Manager</i> is: (Name)	Mpho Machethe

	Address	22 Industria Avenue Ermelo 2351
	Tel	083 980 0954
	e-mail	<u>Mpho.Machethe@transnet.net</u>
10.1	The <i>Supervisor</i> is: (Name)	Nomvula Mnisi
	Address	22 Industria Avenue Ermelo 2351
	Tel No.	083 980 1883
	e-mail	<u>Nomvula.Mnisi@transnet.net</u>
11.2(13)	The <i>works</i> are	Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.
11.2(14)	The following matters will be included in the Risk Register	1. Live high voltage equipment-Electrocution. 2. Live high voltage cables-Electric shock. 3. Oil spillage, Driving, transporting material, equipment and people on same vehicle, Loading and offloading of material, Use of Portable electrical tools & Strike action by residents of informal settlement
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description of the Site and its surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The <i>Works</i> Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks

2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	01 November 2026
31.2	The <i>starting date</i> is	40 November 2026
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	30 November 2026
4	Testing and Defects	No additional data is required for this section of the <i>conditions of contract</i>.
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)

		the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements: Not applicable
	The place where weather is to be recorded (on the Site) is: The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: and which are available from:	The <i>Contractor's</i> Site establishment area All boundaries of the Site South African Weather Service 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract <i>Works</i>/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract <i>Works</i> / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract <i>Works</i> / Public Liability

2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

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

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

The *Contractor* provides these additional Insurances

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

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

3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor

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

		5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.

60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X18	Limitation of liability	

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0003/114635/RFQ

Description of the *Work*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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 which are not listed on the Defects Certificate 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 excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	12 months

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

Z1 Additional clauses relating to Joint Venture

Z.1 Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

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

	<i>Contractor's representative;</i> iii. Identification of the roles and responsibilities of the constituents to provide the Works. Financial requirements for the Joint Venture: iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
Z1.2	Insert additional core clause 27.6 27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
Z2 Additional obligations in respect of Termination Z2.1	The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: commenced business rescue proceedings (R22) repudiated this Contract (R23)

Z2.2	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"
Z2.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z3	Right Reserved by the Employer to Conduct Vetting through SSA	1.
Z3.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations: 2. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 3. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z4 Additional Clause Relating to Collusion in the Construction Industry

Z4.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z5 Protection of Personal Information Act

Z5.1 The *Employer* and the *Contractor* 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.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0003/114635/RFQ

Description of the *Work*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

PART 2: PRICING DATA

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

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

1. The *conditions of contract*

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

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events. (28) The Price for Work Done to Date is the total of - the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and - a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. Completed work is work without Defects which would either delay or be covered by immediately following work. (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

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

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

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

2.2. General assumptions

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

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

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

2.3. Departures from the *method of measurement*

Amplification of or assumptions about measurement items

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

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0003/114635/RFQ

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

C2.2 The *bill of quantities*

Item No	Description of Item	Quantity	Unit of measure	Unit Price	Total Price
ERMELO YARD 3kV DC TRACTION SUBSTATION (ERMELO SECTION)					
1	Supply, deliver and install a complete three phase, 50 kVA Auxiliary Transformer as per specification BBB 5452 Ver7, clauses 15.0, 16.0 and 16.2.	1	each		
2	Testing & Commissioning of a three phase, 50 kVA Auxiliary Transformer	1	each		
Sub-Total excluding VAT					
VAT@15%					
Grand Total including VAT					

Item No	Description of Item	Quantity	Unit of measure	Unit Price	Total Price
Davel 3kV DC TRACTION SUBSTATION (ERMELO SECTION)					
1	Supply, deliver and install a Complete three phase, 50 kVA Auxiliary Transformer as per specification BBB 5452 Ver7, clauses 15.0, 16.0 and 16.2.	1	each		
2	Testing & Commissioning of a three phase, 50 kVA Auxiliary Transformer	1	each		
Sub-Total excluding VAT					
VAT@15%					
Grand Total including VAT					

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0003/114635/RFQ

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

Item No	Description of Item	Quantity	Unit of measure	Unit Price	Total Price
SAAIWATER B 3kV DC TRACTION SUBSTATION (OGIES SECTION)					
1	Supply, deliver and install a Complete three phase, 50 kVA Auxiliary Transformer as per specification BBB 5452 Ver7, clauses 15.0, 16.0 and 16.2.	1	each		
2	Testing & Commissioning of a three phase, 50 kVA Auxiliary Transformer	1	each		
Sub-Total excluding VAT					
VAT@15%					
Grand Total including VAT					

Item No	Description of Item	Quantity	Unit of measure	Unit Price	Total Price
BROODSYERSPLAAS 3kV DC TRACTION SUBSTATION (OGIES SECTION)					
1	Supply, deliver and install a Complete three phase, 50 kVA Auxiliary Transformer as per specification BBB 5452 Ver7, clauses 15.0, 16.0 and 16.2.	1	each		
2	Testing & Commissioning of a three phase, 50 kVA Auxiliary Transformer	1	each		
Sub-Total excluding VAT					
VAT@15%					
Grand Total including VAT					

SECTION 1

1 Description of the *Works*

1.1 Executive overview

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

Replacement of 4X 3 phase, 50kVA Auxiliary Transformers in various Substations under Ermelo Depot.

1.2 Employer's objectives

The *Employer's* objectives are the following:

Replacement of 4X 3 phase, 50kVA Auxiliary Transformers in various Substations under Ermelo Depot.

1.3 Scope of *Work*

The *Contractor* shall perform the following:

- 1.3.1 Supply and install 4X 50kVA auxiliary transformers as per TRIM specification BBB 8204 and installation specification BBB 5452 clause 15.0 and 16.0.
- 1.3.2 The auxiliary transformer shall be protected by means of an approved protection relay. The current transformers shall be mounted inside the auxiliary transformer tank.
- 1.3.3 The auxiliary transformer supplied shall be compatible to the existing main traction transformer.
- 1.3.4 The *Contractor* shall be responsible for supplying and installing of all cabling and ensuring that the automatic change-over panel existing is functional. The change –over panel contactors shall automatically connect the standby transformer to the 3 phase 400V auxiliary supply busbars in case of main power failure.
- 1.3.5 The design of the change-over system shall be such that no back feed is possible to the traction transformer or other circuitry when the change-over circuit is operated.
- 1.3.6 The installation (by *Contractor*) of the standby supply system shall be as per clause 45.5 of specification BBB 5452.

1.3.2 Equipment required to be included in the works.

1.3.2.1 10-ton Truck

1.3.3 Site access

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

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

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

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

1.3.3.5 Transnet Rail Infrastructure Manager will not be held responsible for any losses, damage or injury to workmen while working on Transnet Rail Infrastructure Manager Freight Rail property. The *Contractor* shall comply with the provision of the Occupational Health and Safety Act (Act 85 of 1993). For this Act, the site/s occupied by the *Contractor* is transferred, for the duration of the Contract, to the control of the *Contractor*, as if it is his/her property. As employer, he/she is in every respect responsible for compliance with the provisions of this Act.

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

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

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

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

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

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

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

1.3.3.10 Site services and facilities:

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

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

2. Drawings

Drawing number	Revision	Title
Earthing arrangement for traction substations	CEE-TBD-0007	

3. Specifications

3.1. South African National Standards		Original revision	Revised
SANS 1091	National colour standard		
SANS 763	Hot dip galvanised zinc coating		
SANS 121	Hot Dip Galvanised Coating for Fabricated iron or Steel Article.		

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0003/114635/RFQ

Description of the Works: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

SANS 0555. 2007	Unused and reclaimed mineral insulating oil for transformer and switchgear.		
SANS 8528	Reciprocating internal combustion engine driven alternating current generating set.		
SANS 10064. 2005	Code of Practice for the preparation of steel surfaces for coating		
BSS 171. 1987	Power Transformers.		
SANS 10142	Wiring Code		
SANS 555	Unused inhibited mineral insulating oils for transformers and switchgear		

3.2. Transnet Rail Infrastructure Manager Freight Rail:		Original revision	Revised
CEE. 0229.95	Dry-out and Regeneration of insulating oil and Reclaiming and de-sludging of transformers.		
CEE.0045.2002/1	Painting of steel Components of Electrical equipment.		
CEE.0224.2002	Drawings, catalogues, instruction manuals and spares list for electrical equipment supplied under contract		
BBB5452	Transnet Rail Infrastructure Manager requirements for the installation of electrical equipment for 3kV DC substations		Ver 7

BBB5019	Requirements for traction transformer for 3kV DC substations in accordance with SANS 60076	Ver 6
BBB8204	Medium voltage distribution and supply transformers in accordance with SANS 780 (For nominal system voltages up to 33kV)	Ver 4
BBB0937	Requirements for outdoor post type current transformers for traction and distribution transformers	Ver 5
BBB3620	3kV DC Earthing arrangement system for high voltage outdoor yards	Ver 7
BBB3059	3kV DC traction substation earthing system for high voltage outdoor yards	Ver 2

4. Constraints on how the *Contractor* Provides the *Works*

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

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

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

4.3 The *Contractor* shall, in particular, comply with the following Acts and Transnet Rail Infrastructure Manager Specifications:

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

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

4.3.3 The explosive Act No. 26 of 1956 (as amended). The *Contractor* shall, when applicable, furnish the *Project Manager* with copies of the permits authorising him or his employees, to establish

an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.

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

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

4.4 The *Contractor's* Health and Safety Programme shall be subject to agreement by the *Project Manager*, who may, in consultation with the *Contractor*, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the *Contractor* with his obligations as an employer in terms of the Act.

4.5 In addition to compliance with clause 1.4 hereof, the *Contractor* shall report all incidents in writing to the *Project Manager*. Any incident resulting in the death of or injury to any person on the Works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

4.6 The *Contractor* shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment's.

4.7 A penalty charge of **0.1%** of the service price per day will be levied for late completion.

4.8 The *Contractor* shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the service shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed *Project Manager* must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the *Project Manager* in writing.

4.9 The *Contractor* shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the *Contractor* regarding problems encountered on site

– for example the quality of work or the placement of equipment. This book shall be filled in by the *Project Manager* and must be countersigned by the *Contractor*.

- 4.10 Both books mentioned above shall be the property of Transnet Rail Infrastructure Manager and shall be handed over to the *Project Manager* on the day of energising or handing over.
- 4.11 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 4.12 The *Contractor* will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Rail Infrastructure Manager for function, performance, and reliability, including purchased products from 3rd part suppliers/Manufacturers.
- 4.13 The *Contractor* shall prove to Transnet Rail Infrastructure Manager that his equipment or those supplied from 3rd party suppliers/manufacturers confirms to Transnet Rail Infrastructure Manager specifications.
- 4.14 The *Contractor* will remain liable for contractual delivery dates irrespective of deficiencies discovered during Workshop inspections.
- 4.15 The *Contractor* shall ensure that equipment to be supplied is suitable installation for coastal areas. All porcelain equipment should be coated with insulation coating before commissioning.
- 4.16 Transnet Rail Infrastructure Manager reserves the right to award the contract based on delivery period due to the urgency of this substation.
- 4.17 Transnet Rail Infrastructure Manager reserves the right to award the contract in portions pertaining different work execution specialisation.

5. Requirements for the programme

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

6 Works and other things provided by the *Employer*

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

6.1 Transnet Rail Infrastructure Manager shall have an electrician/technical assistant available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.

6.2 Upon successful completion of the *Works* to the satisfaction of Transnet Rail Infrastructure Manager shall perform necessary protection tests and commission the equipment.

7 The Contractor's Invoices

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

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

7.3 The invoice states the following:

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

7.4 The invoice contains the supporting detail

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

7.6 Invoices submitted by post are addressed to:

For the attention of:

Project Manager: Mpho Machethe

22 Industria Avenue

Ermelo

2351

083 980 0954

Mpho.Machethe@transnet.net

7.7 Invoices submitted by hand are presented to:

Supervisor: Nomvula Mnisi
Trim Electrical Department
22 Industria Avenue
Infra Building, Room 18

Transnet Rail Infrastructure Manager

Contract Number: TFR/2026/08/0003/114635/RFQ

Description of the *Works*: Supply, Deliver, and Install 4x 50kVA Auxiliary Transformers in various locations under Ermelo Depot.

Ermelo

2351

7.8 The invoice is presented as an original.

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1. Description of the Site and its surroundings

1.1. General description

The Works shall be executed in Ermelo at Transnet Rail Infrastructure Manager (TRIM) facilities, comprising four 3 kV DC substations located within the Steve Tshwete and Msukaligwa Local Municipalities in Mpumalanga Province.

The *Contractor* shall attend the compulsory site clarification meeting and satisfy themselves as to the nature, extent, and conditions of the Works, including site access, constraints, and any requirements imposed by relevant authorities. The *Contractor* shall be deemed to have considered all factors that may affect the execution of the Contract.

The substations are situated along the coal line in Ermelo and are accessible primarily via tarred roads. Site access shall be granted only upon approval of the *Contractor's* Safety File by a Transnet Safety Specialist and the issuance of a site access certificate.

All work shall be undertaken under a valid permit issued by a Transnet Electrician, who shall act as the responsible person in charge of the site. Access shall be limited to personnel who have successfully completed a Transnet-approved induction.

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

1. ERMELO YARD 3kV DC TRACTION SUBSTATION

The Site is situated in Ermelo Section. The site location is at these GPS Coordinates: Lat: -26,56133 & Long: 30,00162

2. **Davel 3kV DC TRACTION SUBSTATION**

The Site is situated in Ermelo Section. The site location is at these GPS Coordinates: Lat: -26,43465 & Long: 29,67316

3. **BROODSYERSPLAAS 3kV DC TRACTION SUBSTATION**

The Site is situated in Ogies Section. The site location is at these GPS Coordinates: Lat: -26,07909 & Long: 29,46167.

4. **SAAIWATER B 3kV DC TRACTION SUBSTATION**

- The Site is situated in Ogies Section. The site location is at these GPS Coordinates: Lat: -26,08916 & Long: 29,1383.

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

- Adjacent Unit (traction transformer) will be on load/live.
- Vehicles must be parked outside the substation to avoid outdoor yard equipment being damaged.

1.3. **Subsoil information.**

In the event of any oil spill occurring during the execution of the Auxiliary Transformer Replacement project, the *Contractor* shall bear full responsibility for all remediation measures. This shall include, but not be limited to, the removal and rehabilitation of contaminated soil and the complete replacement of all affected crusher stone to the satisfaction of the *Employer* and relevant authorities.

1.4. **Hidden services**

- Electrical cable and sewer network line

1.5. **Other reports and publicly available information**

A compulsory site inspection shall be arranged and must be attended by all *Contractors*. Further details regarding the date and time will be provided in the appointment letter.

C.1 General

C.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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



A Division of Transnet SOC Limited

TECHNOLOGY MANAGEMENT

SPECIFICATION

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

Author	Chief Engineering Technician Technology Management	B.L. Ngobeni
Approved:	Senior Engineer Technology Management	L.O. Borchard
Authorised:	Principal Engineer Technology Management	S.E. Sibande

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

Date: 02 August 2016

Circulation Restricted To:

Transnet Freight Rail – Chief Engineer Infrastructure
- Technology Management

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INDEX

SECTION 1: SUBSTATION DESIGN INFORMATION	4
1.0 SCOPE	4
2.0 STANDARDS, PUBLICATIONS AND DRAWINGS	4
3.0 TENDERING PROCEDURES	5
4.0 SERVICE CONDITIONS	5
5.0 ELECTRICAL SERVICE CONDITIONS	5
6.0 GENERAL REQUIREMENTS	6
7.0 GENERAL DESIGN OF EQUIPMENT	6
8.0 INSULATION AND CLEARANCES FOR 3kV DC EQUIPMENT	6
9.0 OUTDOOR CLEARANCES AND INSULATION LEVELS	7
SECTION 2: TRACTION SUBSTATION EQUIPMENT OUTDOOR YARD EQUIPMENT	8
10.0 METAL OXIDE SURGE ARRESTERS	8
11.0 HIGH VOLTAGE AC DISCONNECTOR	9
12.0 HIGH VOLTAGE PRIMARY CIRCUIT BREAKER	9
13.0 MAIN CURRENT TRANSFORMERS	9
14.0 MAIN TRACTION TRANSFORMER	9
15.0 AUXILIARY TRANSFORMER	9
16.0 AUXILIARY TRANSFORMER PROTECTION	10
17.0 AC EARTH LEAKAGE CURRENT TRANSFORMER	10
INDOOR EQUIPMENT	10
18.0 3kV DC RECTIFIER EQUIPMENT	10
19.0 3kV DC REACTOR	11
20.0 WAVE FILTER	11
21.0 3kV DC POSITIVE ISOLATOR	11
22.0 CONTROL PANELS	11
23.0 BATTERIES	12
24.0 BATTERY CHARGER	12
25.0 TRACK FEEDER HIGH SPEED CIRCUIT BREAKERS	12
26.0 MODULAR TYPE STEEL HOUSED HIGH SPEED CIRCUIT BREAKERS	13
27.0 REGENERATIVE HIGH SPEED CIRCUIT BREAKER	13
28.0 3kV DC UNDERVOLTAGE RELAY	13
SECTION 3: INSTALLATION	14
SUBSTATION EARTHING	14
29.0 INDOOR EARTHING	14
30.0 OUTDOOR EARTHING	14
31.0 INTERLOCKING	15
32.0 ISOLATING PROCEDURE	15
33.0 INDOOR CABLING, BUSBARS AND ASSOCIATED EQUIPMENT	16
34.0 CABLES, BUSBARS AND CONNECTIONS (OUTDOOR)	17
35.0 LABELS AND TERMINALS	18
36.0 SUBSTATION NEGATIVE RETURN	18
37.0 3kV DC POSITIVE FEEDER CABLES	19
38.0 TRENCHING FOR OUTDOOR YARD EARTHING CONDUCTORS AND CONTROL CABLES	20
39.0 FOUNDATIONS	20
40.0 SUPPORT STRUCTURES	21
41.0 FENCING	22
42.0 GATES	22
43.0 CRUSHER STONE AND WEED KILLER	22
44.0 PAINTING	23
45.0 DISTRIBUTION, LIGHTING OF SUBSTATION BUILDING AND STANDBY 400V AUXILIARY	
SUPPLIES	23
46.0 COOLING AND VENTILATION	24
47.0 BATTERY ROOM	24
48.0 CLEARING OF SITE	24

SECTION 4: SITE TESTING AND COMMISSIONING	24
49.0 SITE TESTS AND COMMISSIONING	24
SECTION 5: GENERAL	25
50.0 QUALITY ASSURANCE	25
51.0 GUARANTEE AND DEFECTS.....	25
52.0 DRAWINGS, INSTRUCTION MANUALS AND SPARES LISTS	26
53.0 SPECIAL TOOLS AND/OR SERVICING AIDS	26
54.0 TRAINING.....	26
55.0 PACKAGING AND TRANSPORT.....	26
APPENDIX 1: LIST OF RELEVANT DRAWINGS.....	27

SECTION 1: SUBSTATION DESIGN INFORMATION
1.0 SCOPE

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

2.0 STANDARDS, PUBLICATIONS AND DRAWINGS

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

2.1 SOUTH AFRICAN NATIONAL STANDARDS (SANS)

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

2.2 TRANSNET FREIGHT RAIL SPECIFICATIONS/ ENGINEERING INSTRUCTIONS

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

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

2.3 STATUTORY REQUIREMENTS

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

3.0 TENDERING PROCEDURES

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

4.0 SERVICE CONDITIONS

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

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

5.0 ELECTRICAL SERVICE CONDITIONS

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

6.0 GENERAL REQUIREMENTS

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

7.0 GENERAL DESIGN OF EQUIPMENT

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

8.0 INSULATION AND CLEARANCES FOR 3kV DC EQUIPMENT

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

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

9.0 OUTDOOR CLEARANCES AND INSULATION LEVELS

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

TABLE 1:

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

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

TABLE 2:

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

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

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

INSULATION LEVELS

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

TABLE 3

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

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

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

TABLE 4:

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

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

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

16.0 AUXILIARY TRANSFORMER PROTECTION

PRIMARY WINDING

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

16.2 SECONDARY WINDING

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

17.0 AC EARTH LEAKAGE CURRENT TRANSFORMER.

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

INDOOR EQUIPMENT

18.0 3kV DC RECTIFIER EQUIPMENT

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

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

19.0 3kV DC REACTOR

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

20.0 WAVE FILTER

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

21.0 3kV DC POSITIVE ISOLATOR

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

22.0 CONTROL PANELS

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

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

ELECTRONIC EQUIPMENT

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

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

23.0 BATTERIES

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

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

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

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

24.0 BATTERY CHARGER

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

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

25.0 TRACK FEEDER HIGH SPEED CIRCUIT BREAKERS

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

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

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

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

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

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

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

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

- 25.9 Where access is possible to the rear of the high-speed circuit breakers (busbar chamber) access barriers shall be installed.
- 25.9.1 The barriers shall be fixed to angle iron frames with fasteners which only be removed with tools. Warning signs shall be fitted to the barriers.
- 26.0 MODULAR TYPE STEEL HOUSED HIGH SPEED CIRCUIT BREAKERS**
- 26.1 Where tenderers offer modular type high-speed circuit breakers they shall submit full information, construction and dimensional drawings with their offer.
- 26.2 Transnet Freight Rail specification CEE.0227 shall be used as a guideline.
- 26.3 The tenderers must be fully aware that the requirements of Transnet Freight Rail's specification CEE.0099 are relevant.
- 26.4 Transnet Freight Rail reserves the right to accept or reject offers for equipment after consultation with tenderers. Transnet Freight Rail's Senior Engineer, Technology Management, shall approve all designs.
- 26.5 The modular type steel housings shall be insulated from the substation floor.
- 27.0 REGENERATIVE HIGH SPEED CIRCUIT BREAKER**
- 27.1 At certain substations Transnet Freight Rail will require 3kV DC regenerative braking energy absorption equipment. If required the successful contractor shall supply the high speed circuit breaker for the protection of the regenerative braking equipment in accordance with Transnet Freight Rail's specification CEE.0099.
- 28.0 3kV DC UNDERVOLTAGE RELAY**
- 28.1 The contractor shall supply and install a 3kV DC under-voltage relay with a high voltage potential divider in accordance with Transnet Freight Rail Specification BBB 3005 and shall provide the following:
- 28.2 Fibre optic technology must be used to provide galvanic isolation between the potential divider and the undervoltage relay.
- 28.3 The potential divider shall be mounted in the 3kV busbar chamber or in the high voltage compartment of the positive isolator cubicle in accordance with Transnet Freight Rail's Specification BBB 4724.
- 28.4 The potential divider shall be protected by an H.R.C fuse connected between the positive side of the 3kV DC supply and the input of the potential divider.
- 28.5 Insulation clearance shall be not less than 100mm. All normally live equipment on the potential divider shall withstand a test voltage of 10,5kV AC RMS 50 Hz for one minute to earth without breakdown.
- 28.6 If the undervoltage relay is wall mounted, an engraved warning label shall be fixed to the front of the undervoltage relay panel with the following warning:

WARNING

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

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

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

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

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

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

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

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

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

Insulating of structures and electrical equipment.

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

31.0 INTERLOCKING

GENERAL

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

32.0 ISOLATING PROCEDURE

Sequence to isolate a single unit substation rectifier unit.

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

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

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

33.24.0 BLOCK JOINTS

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

33.25.0 CHEQUER PLATES

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

34.0 CABLES, BUSBARS AND CONNECTIONS (OUTDOOR)

The Contractor shall supply and install the following:

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

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

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

35.0 LABELS AND TERMINALS

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

36.0 SUBSTATION NEGATIVE RETURN

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

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

36.1 BURIED XLPE INSULATED COPPER CABLE

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

36.2 RAIL NEGATIVE RETURN.

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

36.3 NEGATIVE FEEDER MONITORING SYSTEM.

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

36.4 AERIAL CONDUCTORS

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

37.0 3kV DC POSITIVE FEEDER CABLES

The positive feeder cables shall be either:

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

37.1 BURIED XLPE INSULATED CABLE

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

37.2 AERIAL CONDUCTOR

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

38.0 TRENCHING FOR OUTDOOR YARD EARTHING CONDUCTORS AND CONTROL CABLES

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

39.0 FOUNDATIONS.

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

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

40.7	Structural steel shall comply with SANS 1431.
40.8	All welded joints shall be seal welded with no gaps or blowholes.
40.9	All fasteners, nuts and bolts used for the installation of substation steelwork and equipment shall be hot dipped galvanized to prevent corrosion.
41.0	FENCING
41.1	The successful tenderer shall supply and install new perimeter fencing as specified.
41.2	The successful tenderer shall make provision for the levelling of outdoor yard if required.
41.3	The fencing shall be either of the following: • Concrete palisade fencing in accordance to drawing CEE-TDF- 0016. • Hot dipped galvanised steel palisade fencing with the minimum requirements of: Height 2,4 metres Size and thickness of pales 40mm x 40mm x 3mm thick. Corner and intermediate posts 100mm x100mm x 3mm. Horizontal cross bars 40mmx5mm.
41.3.1	The successful tenderer shall make provision for the installation of safety barriers in the high voltage yard in accordance with Transnet Freight Rail's requirements. (Refer to Transnet Freight Rail's Engineering instruction S.016)
41.3.2	The successful tenderer shall make provision for a metal barrier screen of 25mm-wire mesh or expanded metal to be constructed around the auxiliary transformer to prevent accidental contact.
41.3.3	The successful tenderer shall cast a concrete apron of 150mm wide x 300mm under the perimeter fences of the substation. The top of the apron shall be a minimum of 100 mm above the ground level.
42.0	GATES
42.1	The contractor shall supply and install two 4.6 metre wide X 2,4 metres minimum height lockable gates in the perimeter fence to allow for: • Entrance to substation building and yard. • Entrance to the high voltage outdoor yard adjacent to the main transformer (s).
42.2	The frame of the substation gate shall be 80 x 60 x 5mm
42.3	Where access to the HV outdoor yard is gained between the substation building and perimeter fence, a fence the same height as the perimeter fence shall be installed. A 1000mm wide lockable gate shall form part of the fence.
42.4	Provision must be made for the fitting of a spark gaps and rail earth switch on the HV yard small gate. Refer to drawings CEE-TBD-7 and BBB3620. The spark gaps shall be provided by Transnet Freight Rail on request.
42.5	Where steel palisade fencing is used the gates shall be connected to the fence support post by means of a flexible connection to prevent electrolytic corrosion of gate hinges.
42.6	Warning notices and danger signs in accordance with Transnet Freight Rail's Electrical Safety Instructions shall be fitted to the perimeter fencing and gates. This shall be provided by Transnet Freight Rail.
43.0	CRUSHER STONE AND WEED KILLER
43.1	After completion of construction, installation of equipment, the laying of all cables and earthing conductors, a suitable weed killer approved by the Technical Officer shall be applied in HV outdoor yard.
43.2	Great care shall be exercised to avoid contaminating private property and water supplies.
43.3	After treatment with the weed killer, a 100mm layer of 25mm crusher stone shall be laid over the whole area of the Transnet Freight Rail high voltage outdoor yard (within the apron).

44.0 PAINTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45.5.5 The isolation transformer shall comply with specification BBC 0330.

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

EMERGENCY LIGHTING.

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

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

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

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

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

MOULDED CASE CIRCUIT BREAKERS

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

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

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

49.2 COMMISSIONING OF EQUIPMENT

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

50.0 SECTION 5: GENERAL QUALITY ASSURANCE

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

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

51.0 GUARANTEE AND DEFECTS

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

- 51.4 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period the contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.
- 51.5 The cost of training shall be included in the tenderers quotation.
- 52.0 DRAWINGS, INSTRUCTION MANUALS AND SPARES LISTS**
- 52.1 Drawings, instruction manuals and catalogues shall be supplied in accordance with Transnet Freight Rail specification CEE.0224.
- 52.2 The tenderer shall supply three copies of an instruction/maintenance manuals, schematic and wiring diagram.
- 52.3 The contractor shall submit details of spares required in accordance with Transnet Freight Rail's specification no. CEE.0224.
- 52.4 All spares recommended for normal maintenance purposes that are not available locally (requires importation) must be highlighted.
- 53.0 SPECIAL TOOLS AND/OR SERVICING AIDS**
- Special tools or servicing aids necessary for the efficient maintenance, repair or calibration of the equipment shall be quoted for separately.
- 54.0 TRAINING**
- 54.1 The contractor shall submit details with the tender of the training courses which will be conducted by the contractor for the training of Transnet Freight Rail maintenance staff in the operation and maintenance of the equipment supplied. The courses shall include theoretical as well as practical tuition. The date and venue of this training course shall be arranged with the Maintenance manager.
- 55.0 PACKAGING AND TRANSPORT.**
- 55.1 The contractor shall ensure that the equipment be packed in such a manner that it will be protected during handling and transport.
- 55.2 The contractor shall provide transport for the delivery of the equipment to the site where required.
- 56.0 BIBLIOGRAPHY**
- [1] SANS 1019: 2008 Edition 2.5 Standard voltages, currents and insulation levels for electricity supply

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

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