

**Transnet Rail Infrastructure Manager**

Tender Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag



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**Transnet Rail Infrastructure Manager**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 3KV DC TRACTION SUBSTATION EQUIPMENT AT WELGEDAG**

<b>RFP NUMBER</b>	<b>:TRIM/2026/03/0559/3808/RFP</b>
<b>ISSUE DATE</b>	<b>:01 July 2026</b>
<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<b>:15 July 2026 at 11:00am</b>
<b>CLOSING DATE</b>	<b>:31 July 2026</b>
<b>CLOSING TIME</b>	<b>:10:00am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>:12 weeks from closing date</b>

## **Contents**

<b>Number</b>	<b>Heading</b>
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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**

C4.1 Site Information

Description of the Works: Design, supply, installation, testing and commissioning of 3kv dc traction substation equipment at Welgedag

## T1.1 TENDER NOTICE AND INVITATION [link TO TENDER]

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>Design, supply, installation, testing and commissioning of 3kv dc traction substation equipment at Welgedag</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at (<a href="https://esupplierportal.transnet.net/portal/">https://esupplierportal.transnet.net/portal/</a>) (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>
<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at Welgedag Substation <b>on the 15 July 2026, at 11:00am [O'clock]</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p><b>Coordinates:</b> -26.208018, 28.489126 (link <a href="https://goo.gl/maps/PC5GEy5ZVucEx3AcA">https://goo.gl/maps/PC5GEy5ZVucEx3AcA</a>)</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. <b>A Site visit/walk will take place; tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-1 certificate of attendance</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p>



Description of the Works: Design, supply, installation, testing and commissioning of 3kv dc traction substation equipment at Welgedag

	<p><b>Tenderers are required to bring this Returnable Schedule T2.2-1 certificate of attendanceto the Compulsory Tender Clarification Meeting to be signed by the <i>Employer’s</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>10:00am on (31 July 2026)</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

**2. TENDER SUBMISSION**

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

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

Log on to the Transnet eTenders management platform website (<https://esupplierportal.transnet.net/portal/>);

- Click on “ADVERTISED TENDERS” to view advertised tenders;
- Click on “SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on “SIGN IN/REGISTER” - to sign in if already registered;
- Toggle (click to switch) the “Log an Intent” button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

c) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders’/Company’s profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the

**Transnet Rail Infrastructure Manager**

Tender Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, supply, installation, testing and commissioning of 3kv dc traction substation equipment at Welgedag

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same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

- d) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- e) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- f) Submissions must not contain documents relating to any Tender other than that shown on the submission.

**3. CONFIDENTIALITY**

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

**4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

**Transnet Rail Infrastructure Manager**

Tender Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, supply, installation, testing and commissioning of 3kv dc traction substation equipment at Welgedag

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- 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 T2.2-14], [**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.



**Transnet Rail Infrastructure Manager**

Tender Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, supply, installation, testing and commissioning of 3kv dc traction substation equipment at Welgedag

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

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

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

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

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## T1.2 TENDER DATA

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

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

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

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

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

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

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C.1.4	The Employer's agent is:	Senior Buyer
	Name:	Mohale Rapetswa
	Address:	1 Anvil Road Isando Kempton Park
	Tel No.	011 584 0944
	E – mail	Mohale.rapetswa@transnet.net

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

**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

**1. 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 **6EP or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **6EP 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

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

**2. 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 score for functionality is 70 points.

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

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

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

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C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: .....
- Contact person and details: .....

The Tender Number: TRIM/2026/03/0559/3808/RFP

The Tender Description: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

Documents must be marked for the attention of:

***Employer's Agent: Mohale Rapetswa***

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

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

Time: **10:00am** on the **31 July 2026**

Location: The Transnet e-Tender Submission Portal: (<https://esupplierportal.transnet.net/portal/>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. Fully completed T2.2-12 CIDB SFU Annex G Compulsory Questionnaire.
4. 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

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

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.**

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#### **Functionality Criteria**

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

**(Please see CIDB Compiler guidance note T1.2 – Tender Data).**

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<b>CATEGORY A: FUNCTIONALITY (70 points Threshold)</b>	<b>Total score</b>	<b>Score distribution</b>	<b>Points</b>
<p><b>1. Previous Working Experience (Certificates of Completion) - Bidders should provide similar work done previously related to 3kV DC traction transformers, from supply and delivery to installations of transformers, including cabling work, outdoor and indoor DC equipment's and have purchase orders and completion letters matching the POs from the end user</b></p>	60	<p><b>No Response</b> Tenderer has submitted no information of previous work experience and no contactable reference relevant to this tender.</p>	0
		<p>Working experience of <b>ONE</b> successfully completed project and contactable references relevant to this tender.</p>	40
		<p>Working experience of <b>Two</b> successfully completed projects and contactable references relevant to this tender.</p>	70
		<p>Working experience of <b>Three</b> successfully completed projects and contactable references relevant to this tender document.</p>	90
		<p>Working experience of <b>Four and more</b> and contactable references relevant to this tender document.</p>	100



<p><b>2. Delivery Lead Time</b></p> <p>Gantt chart explaining step by step how work is going to be executed.</p>	40	<p><b>No Response</b></p> <p>The tenderer did not submit the program/delivery lead time.</p>	0
		<p>More than or equal to 12 months to complete the project.</p>	40
		<p>Less than or equal to 10 months to complete the project with detailed Gantt chart.</p>	70
		<p>Less than or equal to 9 months to complete the project with detailed Gantt chart.</p>	90
		<p>6 Less than or equal to 8 months to complete the project with detailed Gantt chart.</p>	100

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

- T2.2-1 Previous Working Experience (Certificates of Completion)
- T2.2-2 Delivery Lead Time

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90, and 100 (linear scale, more suitable for NEC3, ECC (construction related procurement) The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

**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,

Thresholds	Minimum Threshold
Functionality	70

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

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

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

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of Contributor (1 or 2)	6
Entities that are at least 51% black owned	4
Entities that are at least 30% black woman owned	4
Local content & local production: <ul style="list-style-type: none"> <li>• Electrical cable products designated 90% threshold</li> <li>• Steel Products and Components for Construction Designated at 100% Threshold</li> <li>• Current Transformers and Transformer oil designated at 100%</li> </ul> Fully completed, declared, and signed LC Annexures C, D and E score full 6 points (2 points per sector). Incomplete, submitted blank or not submitted LC Annexures score zero points.	6
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:**

<b>Specific Goals</b>	<b>Acceptable Evidence</b>
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Entities that are 51 % Black Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Local Content and Local Production	Returnable Local Content and production Annexures C, D and E.

The maximum points for this bid are allocated as follows:

<b><u>DISCRIPTION</u></b>	<b><u>POINTS</u></b>
PRICE	80
B-BBEE status level of contribution 1 or 2	6
Entities that are at least 51% black owned	4
Entities that are at least 30% black woman owned	4
<ul style="list-style-type: none"> <li>• Electrical cable products designated 90% threshold</li> <li>• Steel Products and Components for Construction Designated at 100% Threshold</li> <li>• Main and Auxiliary Transformers class 0 designated at 90% Fully completed, declared, and signed LC Annexures C, D and E score full 6 points (2 points per sector). Incomplete, submitted blank or not submitted LC Annexures score zero points.</li> </ul>	6
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. The due diligence exercise may take the following factors into account inter alia; the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - d) has the legal capacity to enter into the contract,
  - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - f) complies with the legal requirements, if any, stated in the tender data and
  - g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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

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

T2.2-1 **CIDB: Eligibility Criteria Schedule** - Certificate of attendance for the Compulsory Tender Clarification Meeting

### **2.1.2 These schedules will be utilised for evaluation purposes:**

T2.2-2 **Evaluation Schedule:** Experience from previous relevant projects (Experience in similar work done previously related to 3kV DC traction transformers)

T2.2-3 **Evaluation Schedule:** Delivery lead time

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-4 Authority to submit tender
- T2.2-5 Record of addenda to tender documents
- T2.2-6 Letter of Good Standing
- T2.2-7 Risk Elements
- T2.2-8 Availability of equipment and other resources
- T2.2-9 Site Establishment requirements
- T2.2-10 Capacity and ability to meet delivery schedule

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

- T2.2-11 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire Valid proof of Respondent's compliance to B-BBEE requirements stipulated in SBD6
- T2.2-12 Non-Disclosure Agreement
- T2.2-13 RFP Declaration Form
- T2.2-14 RFP – Breach of Law
- T2.2-15 Certificate of Acquaintance with Tender Document
- T2.2-16 Service Provider Integrity Pact
- T2.2-17 Supplier Code of Conduct
- T2.2-18 Agreement in terms of Protection of Personal Information Act (POPIA)

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

- T2.2-19 Insurance provided by the Contractor
- T2.2-20 Three (3) years audited financial statements

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T2.2.21 Local Content and Production

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

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

**2.4 C2.2 Bill of Quantities**

Tender Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

## T2.2-01: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented

by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Welgedag Substation <b>Coordinates:</b> -26.208018, 28.489126 (link <a href="https://goo.gl/maps/PC5GEy5ZVucEx3AcA">https://goo.gl/maps/PC5GEy5ZVucEx3AcA</a> )	
On (date)	15 July 2026	Starting time: 11:00

#### 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: Previous Working Experience (Certificates of Completion)**

**Note to tenderers:**

Bidders should provide similar work done previously related to the Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag.

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

**Index of documentation attached to this schedule**

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

<b>Score</b>	<b>Previous Working Experience (Certificates of Completion)</b>
	Bidders should provide similar work done previously related to 3kV DC traction transformers, from supply and delivery to installations of transformers, including cabling work, outdoor and indoor DC equipment's and have purchase orders and completion letters matching the POs from the end user.
<b>0</b>	Tenderer has submitted no information of previous work experience and no contactable reference relevant to this RFP.
<b>40</b>	One (1) Project submitted – i.e. 1 previous purchase order and accompanying by one completion letter relevant to this RFP.
<b>70</b>	Two (2) Projects submitted – i.e. 2 previous purchase orders and accompanying by two completion letters relevant to this RFP.
<b>90</b>	Three (3) Projects submitted – i.e. 3 previous purchase orders and accompanying by three completion letters relevant to this RFP.
<b>100</b>	Four (4) Projects submitted – i.e. 4 previous purchase orders and accompanying by four completion letters relevant to this RFP.

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## **T2.2-3: Evaluation Schedule: Work Program / Delivery Period**

<b>Score</b>	<b>Work Program / Delivery Period</b>
	Gantt chart explaining step by step how work is going to be executed.
<b>0</b>	<b>No Response</b> The tenderer did not submit the program/delivery lead time.
<b>40</b>	More than or equal to 12 months to complete the project.
<b>70</b>	Less than or equal to 10 months to complete the project with detailed Gantt chart.
<b>90</b>	Less than or equal to 9 months to complete the project with detailed Gantt chart.
<b>100</b>	Less than or equal to 8 months to complete the project with detailed Gantt chart.



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## T2.2-4: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



---

**B. Certificate for Partnership**

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in

connection with the tender offer for Contract \_\_\_\_\_ and any

contract resulting from it on our behalf.

<b>Name</b>	<b>Address</b>	<b>Signature</b>	<b>Date</b>

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



---

**C. Certificate for Joint Venture**

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

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

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

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>



---

**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

---

## **T2.2-5: Record of Addenda to Tender Documents**

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

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

Attach additional pages if more space is required.



---

## **T2.2-6: Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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









---

## **T2.2-10: Capacity and Ability to meet Delivery Schedule**

### **Note to tenderers:**

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

A schedule detailing the following:

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

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

---

## **T2.2-11 : 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**

<b>Name</b>	<b>Identity number</b>	<b>Personal income tax number</b>

\* 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: \_\_\_\_\_

<b>Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.</b>
--

<b>Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.</b>
--



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS:</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2</b>	6
Entities that are at least 51% black owned	
Entities that are at least 30% black woman owned	4
Local content & local production:	4
<ul style="list-style-type: none"> <li>• Electrical cable products designated 90% threshold</li> <li>• Steel Power pylons; bushings designated at 100%</li> <li>• Current Transformers and Transformer oil designated at 100%</li> </ul>	6
Fully completed, declared, and signed LC Annexures C, D and E score full 6 points (2 points per sector).	



Incomplete, submitted blank or not submitted LC Annexures score zero points.	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

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

**2. DEFINITIONS**

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

currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

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

**3. POINTS AWARDED FOR PRICE**

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

A maximum of 80 points is allocated for price on the following basis:  
80/20

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS**

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Local Content and Local Production	Returnable Local Content and production Annexures

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
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI’s website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME</b>	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:





- Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional Supplier/Service provider
  - Other Suppliers/Service providers, e.g. transporter, etc.
- [ TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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



fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

- (f) forward the matter for criminal prosecution.

WITNESSES  
1. ....  
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)  
DATE: .....

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

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

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

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



Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications,

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



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

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

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

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



## **T2.2-12: NON-DISCLOSURE AGREEMENT**

**[..... 2025]**



**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 96 Rissik Street , Braamfontein , Johannesburg 2017

**and**

.....

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

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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



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including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

## **2. CONFIDENTIAL INFORMATION**

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



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

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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



**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

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

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

**9. GENERAL**

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

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

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

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

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

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

Signed

Date

Name

Position

Tenderer



## T2.2-13: TENDER 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.

**Transnet Rail Infrastructure Manager**

Tender Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag



- 6. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office 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 SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

**IMPORTANT NOTICE TO RESPONDENTS**

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to [groupscmcomplaints@transnet.net](mailto:groupscmcomplaints@transnet.net)
- All Respondents 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 bidder on its List of Excluded Bidders.



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## **T2.2-14: 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:

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DATE OF BREACH:

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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\_\_\_\_

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SIGNATURE OF TENDER

## **T2.2-15: Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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



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

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

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SIGNATURE OF TENDERER

**Transnet Rail Infrastructure Manager**

Tender Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc  
Traction Substation Equipment at Welgedag

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## **T2.2-16: Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

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## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration,

gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

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- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship,

regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
  - a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
    - Principle 4: the elimination of all forms of forced and compulsory labour;
    - Principle 5: the effective abolition of child labour; and

- Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
  - Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];

- c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

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

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

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

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the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct;
    - and

- (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation

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

## **9 CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

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

## **10 DISPUTE RESOLUTION**

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## **11 GENERAL**

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

**Transnet Rail Infrastructure Manager**

Tender Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag



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11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature .....

Date .....



# national treasury

Department:  
National Treasury  
REPUBLIC OF SOUTH AFRICA

TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND  
CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

## NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 12 OF 2016/2017.

### INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD OF CONVERSION PROCESSES FOR LOCAL PRODUCTION AND CONTENT FOR TRANSFORMERS, SHUNT REACTORS AND ASSOCIATED EQUIPMENT

#### 1 PURPOSE

- 1.1 The purpose of this instruction is to regulate the environment within which accounting officers (AOs) and accounting authorities (AAs) may procure **transformers, shunt reactors and associated equipment** which have been designated for local production and content.

#### 2 BACKGROUND

- 2.1 The Preferential Procurement Regulations, 2011 (“the regulations”) issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) which came into effect on 7 December 2011, make provision for the Department of Trade and Industry (**the dti**) to designate sectors in line with the national development and industrial policies for local production.
- 2.2 Regulation 9 (1) of the Regulations prescribes that, in the case of designated sectors, wherein the award of bids for local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 **The dti** has designated and determined the stipulated minimum threshold for **transformers, shunt reactors and associated equipment** for local production and content.

#### 3 PRODUCT DESIGNATION

- 3.1 A transformer can be defined as a device that transforms electrical power from one circuit to another. These devices have a critical role at various phases of the electricity delivery process, as the voltage of electricity produced in power stations may not be

**INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD OF CONVERSION PROCESSES FOR LOCAL PRODUCTION AND CONTENT FOR TRANSFORMERS, SHUNT REACTORS AND ASSOCIATED EQUIPMENT.**

suitable for transmission, whereas the voltage that is suitable for transmission may not be suitable for use by consumers. Table 1 categorises transformers in the classes.

**Table 1: Classes of Transformers**

<b>Transformer Class</b>	<b>Power Rating, MVA (Range)</b>	<b>Voltage Rating, kV (Range)</b>
<b>Class 0</b>	0.001 to 1	220V to 22
<b>Class 1</b>	1.25 to 160	11 to 132
<b>Class 2</b>	40 to 315	220 to 275
<b>Class 3A</b>	360 to 500	220 to 275
<b>Class 3B</b>	40 to 1000	320 to 400
<b>Class 4</b>	40 to 2000	>420 to 800

- 3.2 Whereas Shunt reactors are electrical devices which are intended to consume reactive power measured in volt amperes (VAr) produced by an electrical power system which leads to an increase in the system's energy efficiency. Shunt reactors are commonly used for reactive power compensation in long high-voltage transmission lines and cable systems, as well as power distribution systems. Table 2 provides the classes of shunt reactors in Mega Volt Ampere reactive (MVar) and voltage rating.

**Table 2: Classes of Shunt Reactors**

<b>Shunt Reactor</b>	<b>Reactive Power Rating, MVar (Range)</b>	<b>Voltage Rating, kV (Range)</b>
<b>Class 1</b>	<= 80 MVar	11kV to 132 kV
<b>Class 2</b>	>80 MVar	132kV to 275 kV
<b>Class 3</b>	100MVar - 250 MVar	>275kV – 420 kV
<b>Class 4</b>	>100MVar	>420kV – 765 kV

- 3.3 In this instruction, the classes are inclusive of transformers and shunt reactors.
- 3.4 Table 3 provides the stipulated minimum threshold for local content and production for transformers, shunt reactors and associated equipment categorised by classes. To ensure that the minimum local content designated is discharged on manufacturing activities, the components and conversion activities in the manufacture of transformers, shunt reactors and associated equipment are further designated and must also be included in bid invitations.

**Table 3: Minimum Local Content Thresholds on Fully-Built Units**  
**Table 3a: Minimum Local Content for Class 0**

<b>Classes of Transformers and Shunt Reactors</b>	<b>Local Content Threshold</b>
	<b>From the Effective Date</b>
Class 0	90%

**Table 3b: Minimum Local Content for Classes 1 and 2**

Classes of Transformers and Shunt Reactors	Local Content Threshold	
	From the Effective Date	01/01/2018
Class 1	70%	80%
Class 2	70%	80%

**Table 3c: Minimum Local Content for Classes 3 to 4**

Classes of Transformers and Shunt Reactors	Local Content Threshold		
	From the Effective Date	01/01/2018	01/01/2020
Class 3	45%	60%	80%
Class 4	10%	20%	20%

- 3.5 To ensure that the above minimum local content on the different classes is achieved on the actual manufacturing activities, it must be discharged against the following components and manufacturing processes:

**Table 4: Components and Manufacturing Process for Class 0**

Components and manufacturing processes	% local content from the Effective Date
Fabrication of the tank <sup>1</sup> and parts	100%
Fabrication of the core <sup>2</sup>	100%
Manufacture <sup>3</sup> of windings and assembly	100%
Manufacture of bushings	100%
Off-circuit tap switch	100%
Oil (i.e. blending, processing and handling)	100%
Accessories Category A: Radiators Fans Kiosks Oil conservator Breather canisters	100%
Accessories Category B: Valves Cables	70% (by the valves instruction) 90% (by the cables instruction)
Assembly and Testing	100%

<sup>1</sup> Fabrication of the tank includes cutting, welding, sand-blasting and painting processes.

<sup>2</sup> Fabrication of the core includes sizing, slitting, cutting, stacking and clamping processes.

<sup>3</sup> Manufacture of windings includes rolling, sizing and insulation.

INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD OF CONVERSION PROCESSES FOR LOCAL PRODUCTION AND CONTENT FOR TRANSFORMERS, SHUNT REACTORS AND ASSOCIATED EQUIPMENT.

**Table 5: Components and Manufacturing Process for Class 1**

Components and manufacturing processes	% local content from the Effective Date	% local content from 01/01/2018
Fabrication of the tank and parts	100%	100%
Fabrication of the core	100%	100%
Manufacture of windings and assembly	50%	100% (Conductors localised)
Oil (i.e. blending, processing and handling)	100%	100%
Accessories Category A: Radiators Fans Kiosks Oil conservator Breather canisters	100%	100%
Accessories Category B: Valves Cables	70% (by the valves instruction) 90% (by the cables instruction)	
Assembly and Testing	100%	100%

**Table 6: Components and Manufacturing Process for Class 2**

Components and manufacturing processes	% local content from the Effective Date	% local content from 01/01/2018
Fabrication of the tank and parts	100%	100%
Fabrication of the core	100%	100%
Manufacture of windings and assembly	50%	100% (Conductors localised)
Oil (i.e. blending, processing and handling)	100%	100%
Accessories Category A: Radiators Fans Kiosks Oil conservator Breather canisters	100%	100%
Accessories Category B: Valves Cables	70% (by the valves instruction) 90% (by the cables instruction)	
Assembly and Testing	100%	100%

**Table 7: Components and Manufacturing Process for Class 3**

Components and manufacturing processes	% local content from the Effective Date	% local content from 01/01/2018	% local content from 01/01/2020
Fabrication of the tank and parts	100%	100%	100%
Fabrication of the Core	-	-	100%
Windings processes	-	40% Winding conductors localised	100% Manufacture of windings and assembly inclusive of conductors localised
Oil (i.e. blending, processing and handling)	100%	100%	100%
Accessories Category A: Radiators Fans Kiosks Oil conservator Breather canisters	100%	100%	100%
Accessories Category B: Valves Cables	70% (by the valves instruction) 90% (by the cables instruction)		
Assembly and Testing	100%	100%	100%

**Table 8: Components and Manufacturing Process for Class 4**

Components and manufacturing processes	% local content from the Effective Date	% local content from 01/01/2018	% local content from 01/01/2020
Winding Conductor	-	100%	100%
Oil (i.e. blending, processing and handling)	100%	100%	100%
Accessories Category A: Radiators Fans Kiosks Oil conservator Breather canisters	100%	100%	100%
Accessories Category B: Valves Cables	70% (by the valves instruction) 90% (by the cables instruction)		

3.6 Table 3a, 3b and 3c must be read and applied in conjunction with Tables 4 to 8 to ensure that the local content requirements are discharged against the designated components and manufacturing processes.

**INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD OF CONVERSION PROCESSES FOR LOCAL PRODUCTION AND CONTENT FOR TRANSFORMERS, SHUNT REACTORS AND ASSOCIATED EQUIPMENT.**

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- 3.7 All primary steel related products: flat products (plates and coils) and long products (angles, sections and wire related products) are included in this designation and must be manufactured and sourced locally. This is to support and sustain the existing local steelmaking capacity.
- 3.8 The following primary input materials used in the manufacture of transformers, shunt reactors and associated equipment are deemed as local in this designation:
- steel products (i.e. laminated sheets, grain-oriented electrical core, amorphous core);
  - raw copper rod, sheets and twin enamelled epoxy conductor;
  - paper and boards for insulation;
  - aluminium billets and rod;
  - porcelain insulators (used in shunt reactor cores);
  - ceramics/porcelain; reinforced fibre glass and/or polymers; and
  - un-blended transformer oil.

These inputs should be imported in raw material form for further fabrication and processing in South Africa.

- 3.9 The imported input raw materials indicated in 3.8 used for the assembly and manufacture of transformers, shunt reactors and associated equipment will be deemed to have been sourced locally for the purposes of calculating local content.
- 3.10 The designated local content thresholds (on the components/conversion processes and on the overall) apply to new purchases; refurbishments, replacements and general overhauls.
- 3.11 Bidders must clearly indicate in their bids the quantities to be supplied and the level of local content for each product.
- 3.12 Organs of state may contact **the dti** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.
- 3.13 For further information, bidders and procuring state organs may contact the Metals Fabrication, Capital and Rail Transport Equipment Unit within **the dti** at telephone 012 394 1356 or email Thandi Phele at [Tphele@thedti.gov.za](mailto:Tphele@thedti.gov.za)
- 3.14 Bid specifications for the designated products in this instruction may be may be done in collaboration with **the dti**.

**4 INVITATION OF BIDS FOR TRANSFORMERS, SHUNT REACTORS AND ASSOCIATED EQUIPMENT**

- 4.1 Bids in respect of transformers, shunt reactors and associated equipment (broken into classes as shown in tables 3 to 8 above) must contain a specific bidding condition which states that:
- 4.1.1 Only locally manufactured transformers, shunt reactors and associated equipment with a stipulated minimum threshold for local production and content will be considered.

**INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD OF CONVERSION PROCESSES FOR LOCAL PRODUCTION AND CONTENT FOR TRANSFORMERS, SHUNT REACTORS AND ASSOCIATED EQUIPMENT.**

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- 4.2 If the quantity; input materials; and/or components of transformers, shunt reactors and associated equipment required cannot be wholly sourced from South African (SA) based manufacturers to achieve the designated local content threshold at any particular time, bidders should request and obtain written exemption from **the dti**. Such exemption applications should be submitted and approvals should be obtained prior to the closure of the bid(s) concerned. **the dti**, in consultation with the procuring organ of state and the local industry, will consider the exemption applications on a case-by-case basis and will consider the following:
- required volumes in the particular bid;
  - available collective SA industry manufacturing capacity at that time;
  - delivery times;
  - availability of input materials and components;
  - technical considerations including operating conditions and technical compliance protocol;
  - quality and reliability;
  - materials of construction;
  - security of supply and emergencies;
  - localisation plans aimed at establishing and/or increasing local manufacturing capacity through ramping-up of capital investments in the initial phases;
  - replacements of components/conversion processes on the existing fleet (i.e. transformers procured prior to the implementation of this instruction notes) in order to honour the warranties and guarantees.
- 4.3 Bidders must clearly indicate in their bids the quantities of transformers, shunt reactors and associated equipment to be supplied and the level of local content for each product.
- 4.4 Organs of state may contact **the dti** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.
- 4.5 For further information, bidders and procuring state organs may contact the Metals Fabrication, Capital and Rail Transport unit within **the dti** at telephone 012 394 1356 or email Thandi Phele at TPhele@thedti.gov.za.
- 4.6 AOs/AAs must stipulate in bid invitations that:
- 4.6.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the bid.
- 4.7 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- 4.8 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = \left(1 - \frac{x}{y}\right) * 100$$

Where

$x$  is the imported content in Rand

$y$  is the bid price in Rand excluding value added tax (VAT)

- In the case of turnkey projects  $x$  and  $y$  will only refer to the value of the Transformers, Shunt reactors and associated equipment in the project
- Prices referred to in the determination of  $x$  must be converted to Rand (ZAR) by using the exchange rate published by the SARB on the date of advertisement of the bid.

- 4.9 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.
- 4.10 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the attached Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) apply.
- 4.11 AOs/AAs must stipulate in the bid documentation that:
- 4.11.1 the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and
- 4.11.2 The rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy

## **5 EVALUATION OF BIDS FOR TRANSFORMERS, SHUNT REACTORS AND ASSOCIATED EQUIPMENT**

5.1. A two stage evaluation process may be followed to evaluate the bids received.

### **5.1.1. First stage: Evaluation in terms of the stipulated minimum threshold for local production and content**

- (a) Bids must be evaluated in terms of the minimum threshold stipulated in the bid documents.
- (b) The declaration made by the bidder in the Declaration Certificate for Local Content (SBD / MBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) must be used for this purpose. If the

- bid is for more than one product, the local content percentages for each product contained in Annex C must be used.
- (c) The amendment of the stipulated minimum threshold for local production and content is not allowed.
  - (d) AOs/AAs must ensure that the **Declaration Certificate for Local Content** (SBD/MBD 6.2) and **Annex C** (Local Content Declaration: Summary Schedule) are submitted as part of the bid documentation.
  - (e) AOs/ AAs must verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content (SBD / MBD 6.2)

#### **5.1.2. Second stage: Evaluation in terms of the 80/20 or 90/10 preference point systems**

- (a) Only bids that achieve the minimum stipulated threshold for local production and content may be evaluated further. Unless otherwise exempted by the Minister of Finance, the evaluation must be done in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations, 2011.
- (b) AOs/AAs must ensure that bids for products that are designated in this instruction are awarded at prices that are market related taking into account, among others, benchmarking prices, value for money and economies of scale.
- (c) Where appropriate, prices may be negotiated with short listed or preferred bidders. Such negotiations must not prejudice any other bidders.

### **6 BENCHMARK / MARKET RELATED PRICES**

- 6.1. AOs/AAs are required to ensure that reasonable or market related prices are secured for the products being procured taking into account factors such as benchmark prices, value for money and economies of scale.
- 6.2. For this purpose, AOs/AAs may approach **the dti** to assist, where possible, with benchmark prices. **The dti** will be in a position to provide price references for the different products that have been designated for local production and content.

### **7 EVALUATION OF BIDS BASED ON FUNCTIONALITY**

Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in regulation 4 of the Preferential Procurement Regulations, 2011 and paragraphs 6 and 11 of the Implementation Guide must be followed.

### **8 POST AWARD AND REPORTING REQUIREMENTS**

- 8.1 Once bids are awarded, **the dti** must be:
  - 8.1.1. Notified of all the successful bidders and the value of the contracts; and

- 8.1.2. Provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the annexure C submitted by the successful bidder(s).
- 8.2. The purpose of the requirements of paragraph 7.1 above is for **the dti** among others, conduct compliance audits with a view to monitor the implementation of the industrial development strategies.
- 8.3. Contractors must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 8.4. Where, after the award of a bid, contractors experience challenges in meeting the stipulated minimum threshold for local content **the dti** must be informed accordingly in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.

## **9 CONTACT INFORMATION**

- 9.1. Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti must be directed as follows:**

The Department of Trade and Industry  
Private Bag X 84  
Pretoria  
0001

For Attention:  
Dr. Tebogo Makube  
Chief Director: Industrial Procurement  
Tel: (012) 394 3927  
Fax: (012) 394 4927  
EMAIL: [TMakube@thedti.gov.za](mailto:TMakube@thedti.gov.za)

## **10 APPLICABILITY**

- 10.1. This instruction applies to all national and provincial departments, constitutional institutions, public entities listed in schedules 2 and 3 to the PFMA and municipalities and municipal entities to which the MFMA apply.

## **11 DISSEMINATION OF INFORMATION CONTAINED IN THIS INSTRUCTION**

- 11.1. Heads of provincial treasuries are requested to bring the contents of this instruction to the attention of accounting officers and supply chain management officials of their respective provincial departments.
- 11.2. Accounting officers of national and provincial departments are requested to bring the contents of this instruction to the attention of accounting authorities and the supply chain management officials of Schedule 3A and 3C public entities reporting to their respective executive authorities.

**INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD OF CONVERSION PROCESSES FOR LOCAL PRODUCTION AND CONTENT FOR TRANSFORMERS, SHUNT REACTORS AND ASSOCIATED EQUIPMENT.**

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11.3. Accounting officers of municipalities and municipal entities are requested to bring the contents of this instruction to the attention of the supply chain management officials of their municipalities and municipal entities.

11.4. Accounting authorities of Schedule 2, 3B and 3D public entities are requested to bring the contents of this instruction to the attention of the supply chain management officials of their public entities.

**12. NOTIFICATION TO THE AUDITOR-GENERAL**

12.1. A copy of this instruction will be forwarded to the Auditor-General for notification.

**13. REPEAL OF INSTRUCTION DATED 28 SEPTEMBER 2015**

13.1. The Instruction on invitation and evaluation of bids based on a stipulated minimum threshold of conversion processes for local production and content for transformers, shunt reactors and associated equipment dated 28 September 2015 and effective on 21 October 2015 is hereby repealed.

**14. AUTHORITY FOR THIS INSTRUCTION AND EFFECTIVE DATE**

13.1. The Minister of Finance has approved the issuance of this instruction in terms of regulation 9(2) of the regulations.

13.2. This instruction takes effect on **25 August 2016**.

  
**KENNETH BROWN**  
**CHIEF PROCUREMENT OFFICER**  
**DATE:**

29/7/2016.



## **national treasury**

Department:  
National Treasury  
REPUBLIC OF SOUTH AFRICA

Private Bag X115, Pretoria, 0001

TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND  
CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

### **NATIONAL TREASURY DESIGNATED SECTORS CIRCULAR NUMBER 10 OF 2019/2020:**

#### **INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR ELECTRICAL CABLE PRODUCTS**

#### **1. PURPOSE**

1.1 The purpose of this Circular is to:

- 1.1.1. introduce amendments to the instruction for Electrical Cable Products dated 30 June 2016; and
- 1.1.2. provide information to accounting officers (AOs) and accounting authorities (AAs) in terms of which they may procure the aforementioned products which have been designated as a sector for local production and content.

#### **2. BACKGROUND**

- 2.1 The Preferential Procurement Regulations, 2017 made in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000), which came into effect on 01 April 2017, make provision for the Department of Trade and Industry (**the dti**) to designate sectors in line with national development and industrial policies for local production.
- 2.2 Regulation 8 (2) of the Preferential Procurement Regulations, 2017 prescribes that in the case of a designated sector, an organ of state must advertise the invitation to tender with a specific condition that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 2.3 To this end, **the dti** has designated and determined the stipulated minimum threshold for the Electrical Cable Products for local production and content.

2.4 The designation is applicable to all purchases regardless of the procurement method followed and there is no financial threshold.

**3. SECTOR DESIGNATION**

3.1 The stipulated minimum threshold percentages for local production and content for the different types of electrical cables is 90%.

3.2 To ensure that local production and content is discharged on manufacturing activities, the following must be included in bid invitations:

Table 2: Power Cables – cables used for power transmission

Cable Products	Stipulated minimum threshold local content
Low Voltage	90%
Low Cost Reticulation	90%
Medium & High Voltage	90%
ACR	90%

Table 3: Telecom Cables – cables used for telecommunications

Cable Products	Stipulated minimum threshold local content
Optical Fibre Cables	90%
Copper Telecom Cables	90%

3.3 Excluded in the designation is mainly copper, aluminium, polyvinyl chloride (PVC), cross-linked polyethylene (XLPE), aramid yarn, and optical fibre used for fabrication of cable products. This is to encourage local manufacturers to seek the best global competitive prices for primary materials hence the competitive imported materials used in the manufacture of cables will be deemed to have been sourced locally for the purposes of calculating local content

### 3.4 List of Specific Cables designated under this Circular:

Category	Type
<b>LOW VOLTAGE</b>	Housewire, Flat Twin and Earth, Surface Cable, Rip Cord, Cab Tyre, Bells Cable, 1,5mm <sup>2</sup> – 16mm <sup>2</sup> , 2-37 cores, Fire Retardant, Low Halogen and Low Smoke Zero Halogen (LSOH) <b>Main Cable</b> 25mm <sup>2</sup> – 100mm <sup>2</sup> , 1-4 cores, Fire Retardant, Low Halogen and Low Smoke Zero Halogen (LSOH), Flexible Cables, Aerial Cables, ACSR, Split Concentric & Aerial Bundled Conductor (ABC)

Category	Type
<b>MEDIUM VOLTAGE</b>	3,3kV – 22kV, 1-3 cores, Cross linked Polyethylene (XLPE) and Paper Insulated Lead Covered (PILC), Fire Retardant, Low Halogen and Low Smoke Zero Halogen (LSOH)
<b>HIGH VOLTAGE</b>	132kV, Single Core, Corrugated Seamless Aluminium (CSA) Sheathed

**NOTE:** The local Industry manufactures a vast range of engineered telecommunication, Industrial and Instrumentation copper and fibre optic cables, which are not limited to:

Category	Type
<b>COPPER TELECOMMUNICATION CABLES</b>	Standard and high frequency (ADSL) outside plant copper pair telecoms cables (10pair up to 240 pair), Indoor, PABX and high frequency (DSLAM) copper pair telecoms cables up to 200pair, Category 5e and Category 6 copper data cables.
<b>COPPER INDUSTRIAL CABLES</b>	Railway signalling copper cables, Electrical signalling copper cables, Steel wire armoured copper telecoms cables, UVG copper control cables for electrical utilities, Fire Alarm and control copper cables
<b>COPPER INSTRUMENTATION CABLES</b>	Thermocouple extension wire, Tray and direct buried instrumentation and control copper cables compliant to SABS, UL and BS standards accreditation.
<b>FIBRE OPTIC TELECOMMUNICATION CABLES</b>	Outside plant duct fibre optic cables up to 288 Fibre count, Aerial (short span, medium span and long span) self-support fibre optic cables up to 144 fibre count applications up to 144 fibre count
<b>FIBRE OPTIC INDUSTRIAL CABLES</b>	Metallic armoured instrumentation and control fibre optic cables, Steel wire armoured mineshaft fibre optic cables, Field deployable high durability fibre optic cables, Composite (fibre optic and copper core) cables

#### 4. INVITATION OF BIDS FOR ELECTRICAL CABLES PRODUCTS

- 4.1 Bids in respect of Cables must contain a specific bidding condition that only locally produced or locally manufactured Cables with a stipulated minimum threshold for local production and content will be considered.
- 4.1.1 If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, bidders should obtain written approval from **the dti** to supply the remaining portion at a lower local content threshold. Such requests for approval should be submitted and approval be obtained prior to the closure of the bid(s) concerned. **the dti**, in consultation with the procuring organ of state, will grant such approval on a case-by-case basis and will consider the following:
- a) required volumes in the particular bid;
  - b) available collective South African industry manufacturing capacity at that time;
  - c) delivery times;
  - d) availability of input materials and components;
  - e) technical considerations including operating conditions;
  - f) materials of construction; and
  - g) security of supply and emergencies.
- 4.1.2 Bidders must clearly indicate in their bids the quantities of material and products to be supplied and the level of local content for each product.
- 4.1.3 The turn-around time for processing of authorisation requests is 5 working days from the date of receipt. Therefore, such applications should reach **the dti** at least five days before closing date and time of bid.
- 4.1.4 The approval process that **the dti** follows is that if there is a particular designated product and the minimum threshold for local content cannot be met for various reasons, bidders must apply for approval or authorisation (when the tender is still open, before closing date). After checking with the industry, **the dti** will then decide whether or not to grant an authorisation. This is per bid.
- 4.1.5 The tender information / relevant information must be provided on the tenderer's / supplier's letterhead when requesting an authorisation letter:
- a) Procuring entity/government department/state owned company,
  - b) Tender/bid number,
  - c) Closing date,
  - d) Item(s) for which the approval is being requested,
  - e) Detailed specifications issued by the procuring entity,
  - f) Local content that can be met,
  - g) Reason(s) for the request, and
  - h) Supporting letters from local manufacturers/sub-suppliers.

- 4.1.6 Organs of state may contact **the dti** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.
- 4.1.7 For further information, bidders and procuring state organs may contact the Director Electrotechnical Unit within **the dti** at telephone 012 394 3659/3622 or email [localcontent@thedti.gov.za](mailto:localcontent@thedti.gov.za)
- 4.1.8 Bid specifications for the cables referred to above may be done in collaboration with **the dti**.
- 4.2 AOs/AAs must stipulate in bid invitations that:
- 4.2.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the bid.
- 4.2.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- 4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:
- $$LC = (1 - x/y) * 100$$
- Where
- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)
- Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB on the date of advertisement of the bid.
- 4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on **the dti's** official website [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.
- 4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) applies.
- 4.6 AOs/AAs must stipulate in the bid documentation:
- 4.6.1 that the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be

- completed, duly signed and submitted by the bidder at the closing date and time of the bid;
- 4.6.2 that the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy; and
- 4.6.3 all the information relevant to bidders provided in paragraphs 4.1.1 to 4.1.7.

## **5. EVALUATION OF BIDS FOR CABLE PRODUCTS**

- 5.1 An evaluation process in line with Preferential Procurement Regulations, 2017 must be followed.

## **6. EVALUATION OF BIDS BASED ON FUNCTIONALITY**

- 6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in Preferential Procurement Regulations, 2017 and paragraph 6 and 11 of the Implementation Guide must be followed.

## **7. POST AWARD AND REPORTING REQUIREMENTS**

- 7.1. Once bids are awarded, **the dti** must be:
- (i) notified of all the successful bidders and the estimated value of the contracts; and
  - (ii) provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders within 30 days of award.
- 7.2 The purpose of the requirements of paragraph 7.1 above is for **the dti** to, among others, conduct compliance audits with a view to monitor the implementation of the industrial development strategies.
- 7.3 Contractors may not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the minimum threshold as stipulated in regulation 8 of the Preferential Procurement Regulations, 2017.

## **8. CONTACT INFORMATION**

- 8.1 Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti must be directed as follows:**

The Department of Trade and Industry  
Private Bag X84  
Pretoria  
0001

For Attention:

Chief Director: Industrial Procurement  
Tel: (012) 394 1435  
Fax: (012) 394 1535  
EMAIL: [localcontent@thedti.gov.za](mailto:localcontent@thedti.gov.za)

**9. APPLICABILITY**

9.1 This Circular applies to all national and provincial departments, constitutional institutions; public entities listed in schedules 2 and 3 to the PFMA, and municipalities and municipal entities to which the MFMA applies.

**10. DISSEMINATION OF INFORMATION CONTAINED IN THIS CIRCULAR**

10.1 Heads of provincial treasuries are requested to bring the contents of this Circular to the attention of accounting officers and supply chain management officials of their respective provincial departments.

10.2 Accounting officers of national and provincial departments are requested to bring the contents of this Circular to the attention of accounting authorities and the supply chain management officials of their departments, Schedule 3A and 3C public entities reporting to their respective executive authorities.

10.3 Accounting officers of municipalities and municipal entities are requested to bring the contents of this Circular to the attention of the supply chain management officials of their municipalities and municipal entities.

10.4 Accounting authorities of Schedule 2, 3B and 3D public entities are requested to bring the contents of this Circular to the attention of the supply chain management officials of their public entities.

**11. NOTIFICATION TO THE AUDITOR-GENERAL**

11.1 A copy of this Circular will be forwarded to the Auditor-General for notification.

**12. REPEAL OF INSTRUCTION DATED 30 JUNE 2016**

This Circular repeals the Instruction on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for electrical cable products dated 30 June 2016 and effective on 27 July 2016.

**13. AUTHORITY FOR THIS CIRCULAR AND EFFECTIVE DATE**

13.1 This circular is issued in terms of regulation 8(3) of the Preferential Procurement Regulations, 2017 and takes effect on the date of issuance.



**MR WILLIE MATHEBULA**

**ACTING CHIEF PROCUREMENT OFFICER**

**DATE: 19.12.19**

# Annex C

## Local Content Declaration - Summary Schedule

(C1)	<b>Tender No.</b>	Trim20260305593808
(C2)	<b>Tender description:</b>	Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag for a period of eight (08) months
(C3)	<b>Designated product(s)</b>	Electrical and Telecomms Cables 90%
(C4)	<b>Tender Authority:</b>	
(C5)	<b>Tendering Entity name:</b>	
(C6)	<b>Tender Exchange Rate:</b>	Pula <input style="width: 50px;" type="text"/> EU <input style="width: 50px;" type="text"/> GBP <input style="width: 50px;" type="text"/>
(C7)	<b>Specified local content %</b>	90%

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	indoor earthing with all its cables						
2	outdoor earthing with all its cables						
3	busbars						

Signature of tenderer

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

# Annex C

## Local Content Declaration - Summary Schedule

(C1)	<b>Tender No.</b>	TRIM/2026/03/0559/3808
(C2)	<b>Tender description:</b>	Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag for a period of eight (08) months
(C3)	<b>Designated product(s)</b>	Transformer oil 100%
(C4)	<b>Tender Authority:</b>	
(C5)	<b>Tendering Entity name:</b>	
(C6)	<b>Tender Exchange Rate:</b>	Pula <input style="width: 50px;" type="text"/> EU <input style="width: 50px;" type="text"/> GBP <input style="width: 50px;" type="text"/>
(C7)	<b>Specified local content %</b>	100%

### Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1.	Current Transformer						

Signature of tenderer

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

# Annex C

## Local Content Declaration - Summary Schedule

(C1)	<b>Tender No.</b>	TRIM/2026/03/0559/3808		
(C2)	<b>Tender description:</b>	Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag for a period of eight (08) months		
(C3)	<b>Designated product(s)</b>	Manufacture of Bushing 90%		
(C4)	<b>Tender Authority:</b>			
(C5)	<b>Tendering Entity name:</b>			
(C6)	<b>Tender Exchange Rate:</b>	Pula <input style="width: 100px;" type="text"/>	EU <input style="width: 100px;" type="text"/>	GBP <input style="width: 100px;" type="text"/>
(C7)	<b>Specified local content %</b>	90%		

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	3kv wall bushing						
2	gates						

**Signature of tenderer**

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

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. TRIM/2026/03/0559/3808

(D2) Tender description: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag for a period of eight (08) months

(D3) Designated Products: Transformer oil 100%

(D4) Tender Authority:

(D5) Tendering Entity name: Pula

(D6) Tender Exchange Rate: EU R 9,00 GBP R 12,00

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer

Date:

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	<b>Tender No.</b>	TRIM/2026/03/0559/3808
(E2)	<b>Tender description:</b>	Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag for a period of eight (08) months
(E3)	<b>Designated products:</b>	Electrical and Telecomms Cables 90%, Steel 100%, Wire products 100%, Oil 100%, Manufacture of Bushing 90%
(E4)	<b>Tender Authority:</b>	
(E5)	<b>Tendering Entity name:</b>	

**Note: VAT to be excluded from all calculations**

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			

(E10)	<b>Manpower costs</b>	( Tenderer's manpower cost)	[ ]
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	[ ]
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	[ ]
<b>(E13) Total local content</b>			[ ]

**This total must correspond with Annex C - C24**

Signature of tenderer

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



Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. TRIM/2026/03/0559/3808

(D2) Tender description: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag for a period of eight (08) months

(D3) Designated Products: Manufacture of Bushing 90%

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate: Pula

EU R 9,00 GBP R 12,00

Note: VAT to be excluded from all calculations

A. Exempted imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Tender Qty	Exempted imported value
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Tender Qty	Total imported value
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

(D32) Total imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Quantity imported	Total imported value
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

(D45) Total imported value by 3rd party

D. Other foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Local value of payments	
			Foreign currency value paid	Tender Rate of Exchange		
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer: \_\_\_\_\_

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

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

The exemption process that **the dtic** follows is that if there is a particular designated product and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption (when the tender is still open, before closing date). After checking with the industry, **the dtic** will then decide whether or not to grant an exemption. This is per tender.

The exemption request must be on **the bidding company's signed letter-head** and cover the following:

- The procuring entity/government department/state owned company,
- Tender/bid number,
- Closing date,
- Item(s) for which the exemption is being requested for,
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met,
- Reason(s) for the request.
- Attach specification issued by the procuring entity
- Supporting letters from local manufacturers/sub-suppliers (if applicable)

Please note that it takes 3-5 working days for **the dtic** to process exemption letters and no requests for exemptions will be considered after the tender has closed.

The request should be addressed to the attention of:

**Dr. Tebogo Makube**

**Chief Director: Industrial Procurement Unit**

**The Department of Trade and Industry**

**Private Bag X84,**

**Pretoria,**

**Gauteng,**

**0001**

The request should be forwarded through email to Dr Makube on [TMakube@thedtic.gov.za](mailto:TMakube@thedtic.gov.za) and copy Ms Matidza ([CMatidza@thedtic.gov.za](mailto:CMatidza@thedtic.gov.za)).

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## **T2.2-17: Supplier Code of Conduct**

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

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

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

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

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

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

- 
- Suppliers must record and report facts accurately, honestly and objectively.  
Financial records must be accurate in all material respects.

---

***Conflicts of Interest***

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

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

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

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

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

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

\_\_\_\_\_

Signature

---

## **T2.2-18: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

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

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

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

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



<b>YES</b>	
------------	--

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

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

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

**3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

..... (Pty) Ltd

(Operator)

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

**AS WITNESSES:**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-19: Insurance provided by the *Contractor*

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

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

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



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## **T2.2-20: 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:

.....

.....

.....

.....

.....

.....

.....

.....



## C1.1: Form of Offer & Acceptance

### Offer

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

Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

The tenderer, identified in the Offer signature block, has 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.

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

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

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

Signature(s)

Name(s)

Capacity

**For the Tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag



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

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag



**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 *(Insert name and address of organisation)* .....

Transnet SOC Ltd

Name & signature of witness .....

.....

Date .....

.....

## C1.2 Contract Data

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

Clause	Statement	Data
1	<p><b>General</b></p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p><b>B: Priced contract with bill of quantities</b></p>
	<p>dispute resolution Option</p>	<p><b>W1: Dispute resolution procedure</b></p>
	<p>and secondary Options</p>	<p><b>X2 Changes in the law</b></p> <p><b>X7: Delay damages</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: <i>Additional conditions of contract</i></b></p>
	<p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p>	
10.1	<p>The <i>Employer</i> is:</p> <p>Address</p>	<p><b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b></p> <p>Registered address: <b>Transnet</b> <b>96 Rissik Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>Gauteng</b> <b>2017</b></p>
	<p>Having elected its Contractual Address for the purposes of this contract as:</p>	<p><b>Transnet Rail Infrastructure Manager</b> <b>01 Anvil Road</b> <b>Isando</b> <b>Kempton Park</b></p>

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

10.1	The <i>Project Manager</i> is: (Name)	<b>Mahlomola Mosala</b>				
	Address	<b>01 Anvil Road Isando</b>				
	Tel	<b>011 570 7050</b>				
	e-mail	<b>Mahlomola.mosala@transnet.net.</b>				
10.1	The <i>Supervisor</i> is: (Name)	<b>Kennedy Phala</b>				
	Address	<b>01 Anvil Road Isando</b>				
	Tel No.	<b>011 570 7064</b>				
	e-mail	<b>Kennedy.phala@transnet.net.</b>				
11.2(13)	The <i>works</i> are	Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag				
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• <b>Working next to a railway line,</b></li> <li>• <b>the surface is uneven,</b></li> <li>• <b>Oil spillage.</b></li> </ul>				
11.2(15)	The <i>boundaries of the site</i> are	<b>Site and areas adjacent to it</b>				
11.2(16)	The Site Information is in	<b>Part C4</b>				
11.2(19)	The Works Information is in	<b>Part C3</b>				
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>				
13.1	The <i>language of this contract</i> is	<b>English</b>				
13.3	The <i>period for reply</i> is	<b>2 weeks</b>				
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>				
<b>3</b>	<b>Time</b>					
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>07 May 2027</b>				
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="0"> <tr> <td><b>Condition to be met</b></td> <td><b>key date</b></td> </tr> <tr> <td><b>1 Design complete</b></td> <td><b>30 September 2026</b></td> </tr> </table>	<b>Condition to be met</b>	<b>key date</b>	<b>1 Design complete</b>	<b>30 September 2026</b>
<b>Condition to be met</b>	<b>key date</b>					
<b>1 Design complete</b>	<b>30 September 2026</b>					

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

		<b>2 Construction complete</b>	<b>28 April 2027</b>
		<b>3 Commissioning complete</b>	<b>07 May 2027</b>
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date</b>
		<b>1 The whole site</b>	<b>07 September 2026</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>21 September 2026</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 (fifty-two) weeks after Completion of the whole of the works.</b>	
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>	
51.1	The <i>currency of this contract</i> is	<b>South African Rand.</b>	
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>	
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>	
<b>6</b>	<b>Compensation events</b>		
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>	

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

**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:**

The place where weather is to be recorded (on the Site ) is:

**The *Contractor's* Site establishment area**

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

**Welgedag under Isando depot**

and which are available from:

**South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>


**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

2	Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b>

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

- 
- 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 5 000 000.**


**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

 Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc  
Traction Substation Equipment at Welgedag

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

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

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

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:

**Project Specific Insurance for the contract**

<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
60.6	The <i>method of measurement</i> is	<b>The Bill of Quantities have been measured in accordance with SANS 1200 and COTO unless indicated otherwise.</b>

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>
	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	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R 1000.00 per day</b>
<b>X18</b>	<b>Limitation of liability</b>	

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

- X18.1      The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to:      **Nil**
- X18.2      For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to:      **The deductible of the relevant insurance policy**
- X18.3      The *Contractor's* 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 *Contractor's* total liability to the *Employer* 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 *end of liability date* is      **Twenty-four months after Completion of the whole of the *works***

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

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

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**Z1 Additional clauses relating to Joint Venture****Z1.1****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 *Contractor's* representative;**
  - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**


**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

- **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;**
- v. **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 *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.**

**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."**

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**Z3 Right Reserved by the  
*Employer* to Conduct Vetting  
through SSA****Z3.1**

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

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

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**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.

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**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.

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**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc

Traction Substation Equipment at Welgedag

## 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	%
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</b>
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures)  (in words), excluding VAT
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
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:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>		<b>Hourly rate</b>


**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

 Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc  
 Traction Substation Equipment at Welgedag

62 in SSCC	The percentage for design overheads is	<b>%</b>	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

## **PART 2: PRICING DATA**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	

## C2.1 Pricing instructions: Option B

### 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 *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

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

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

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

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

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

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

## **1.2. Function of the Bill of Quantities**

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

## **1.3. Guidance before pricing and measuring**

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

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

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

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

---

## 2.2. General assumptions

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

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

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

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

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

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

## C2.2 The *bill of quantities*

**BILL OF QUANTITIES** – Design, supply, installation, test and commissioning of Welgedag 3kV DC traction substation equipment

ITEM	EQUIPMENT	WORK DESCRIPTION	UNIT	QTY	RATE	TOTAL PRICE OF ITEM [ZAR]
1	All Indoor equipment at Welgedag Traction Substation	Dismantle, Pack and Load for transportation and scrapping	Sum	1		
2	All Dismantled Equipment at Welgedag Traction Substation	Transport from Welgedag Traction substation to Sentrarend electrical depot for reverse logistics.	km	35		
3	Transportation of old Transformer to Sentrarend.	Dismantle, Pack and Load Transformer on a Low-Bed Truck at Welgedag. Offload Transformer with the use of the appropriate crane size once it gets to Sentrarend.	km	35		
		Transport and offload transformer to Sentrarend electrical depot for reverse logistics.	KM	35		
4	Design and construct bund wall and transformer reinforced concrete plinth.	Demolish the current existing Transformer concrete plinth.	Each	1		

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag



		Transport the rubble resulting from demolishing the plinth to a nearby legal dumpsite.	Each	1		
		Design and construct a 4.5m x 3.5m x 1.2m (dimensions dependent on transformer size) reinforced concrete plinth (30 MPa per SANS 10100) designed to support 15 tons, enough to withhold the weight of the transformer.	Sum	1		
		Design and construct bund wall. The bund wall capacity must contain the full volume of the transformer tank and conservator tank. Use fibre grating sheets next to the concrete plinth if necessary to allow access to the transformer.  NB: Design to be approved by TRIM.	Sum	1		

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag



<b>5</b>	New Transformer Works	Design, Manufacture and Supply a new 5MVA 44kV/6*1220 V traction transformer. The quotation shall include all Factory Acceptance Tests in accordance with latest versions of BBB5019 and SANS 60076. NB: Design to be approved by TRIM. All tests shall be witnessed by TRIM representatives.	Each	1		
		Packing, Loading, Delivery and Installation of the Transformer at Welgedag 3kV DC Traction Substation (Welgedag, Gauteng)	Sum	1		
<b>6</b>	Wall Bushings	Supply and Install Wall Bushings	Each	12		
<b>7</b>	Substation Building	Clean walls and repaint with flame retardant paint where necessary	Sum	1		
		Clean roof and do	Sum	1		

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag



		necessary roof repairs.				
		Inspect then supply and install glass window	Each	11		
<b>8</b>	3 kV DC, 6 MW Traction Rectifier	Supply and install	Each	2		
<b>9</b>	1.8 milli Henry, 3 kV DC Reactor Coil	Supply and install	Each	2		
<b>10</b>	Wave Filter Equipment	Supply and install	Sum	2		
<b>11</b>	Positive Isolator	Supply and install together with 3kV DC Undervoltage	Each	2		
<b>12</b>	PCB Control Panel	Supply and install	Each	1		
<b>13</b>	AC/DC Panel	Supply and install	Each	2		
<b>14</b>	Aluminium Busbars	Supply and Install aluminium Busbars between wall bushings, rectifier, reactor coil, Positive isolator, negative busbar and busbar chamber	Sum	1		
		Inspect and Modify High Speed Circuit Breaker Cells if necessary	Each	9		
<b>15</b>	Battery Charger	Supply and install	Each	1		

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag



<b>16</b>	Battery Cells	Design, supply and install 53 set 110V valve regulated gel lead-acid batteries in accordance with BBH3236	Set	1		
<b>17</b>	Telecontrol equipment	Supply and install telecontrol equipment	Set	1		
<b>18</b>	Control Cables	Supply and install all necessary control cabling	Sum	1		
<b>19</b>	Indoor and Outdoor Earthing	Supply and install indoor and outdoor earthing	Sum	1		
<b>20</b>	Mechanical Interlocking Keys Set	Design, supply and install mechanical interlocking keys	Set	1		
<b>21</b>	Substation fencing	Supply and install high security anti-theft, anti-cut and anti-climb clear view fence with razor wire including gates.	Panel (3x2m)	59		
		The aperture should be 76mmx12mm Area of the substation is 47x45m	Gate (6x2m)	2		
<b>22</b>	Crusher Stones	Remove the old crusher stones and apply weed killer on the surface (soil sterilisation).	M2	1700		


**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

 Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc  
Traction Substation Equipment at Welgedag

		Lay crusher stone: depth of 100mm, size of 25mm-37mm	M3	170		
<b>23</b>	Negative Return Feeder (500 mm <sup>2</sup> Single Core XLPE Cable)	Supply and install	M	70		
<b>24</b>	3 kV DC, 12 M $\Omega$ , 3kV, 4 $\mu$ F Capacitor	Supply and install	Each	9		
<b>25</b>	Primary Surge Arrestors	Supply and install Primary metal oxide gapless surge arresters (nominal voltage 44kV)	Each	3		
<b>26</b>	Current transformer	Supply and install	Each	2		
<b>27</b>	Outdoor High Voltage AC Disconnectors switch combined with earthing switching	Supply and install	Each	1		
<b>28</b>	SF6 Primary Circuit Breaker (PCB) Supply and deliver 44kV 50 Hz, 3 Phase, SF6 circuit breaker with spring operating mechanism and Brown Porcelain Insulator in	Supply and install	Each	1		

**Transnet Rail Infrastructure Manager**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag



	accordance BBB1267_VER_ 10					
<b>29</b>	Refurbish the switch structure including flying busbar, clamps, track switches and boards	Supply and install	sum	1		
<b>30</b>	Test and commissioning	Perform all necessary tests and commissioning NB: All tests to be witnessed by the TRIM representatives.	Sum	1		
<b>31</b>	Security	Provide security for the duration of the project.	Sum	1		
<b>32</b>	P & G'S	Site Establishment and ablution facilities	Sum	1		
<b>TOTAL PRICE, exclusive of VAT:</b>						
<b>VAT 15% (if applicable)</b>						
<b>Total Inclusive of VAT (where applicable)</b>						


**TRANSNET RAIL INFRASTRUCTURE MANAGER**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

## C3: SCOPE OF WORK

### C3.1 Scope of Work

#### 1.1 SCOPE

This specification provides the requirements of Transnet Rail Infrastructure Manager for the Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag for a period of eight (08) months.

#### 1.1.1 SERVICE CONDITIONS

The traction transformers shall be designed and rated for operation under the following service conditions:

##### 1.1.1.1 Atmospheric service conditions.

- Altitude: 0 to 1800 m above sea level
- Ambient temperature: -100 C to +550 C.
- Relative humidity: 10% to 90%
- Lightning conditions: 20 ground Flashes/km<sup>2</sup>/annum.
- Pollution: Heavily salt laden or polluted with smoke from industrial sources

##### 1.1.1.2 Electrical conditions.

- 1.1.1.2.1 The design, installation and operation of the traction and auxiliary transformer shall adhere to but not limited to BBB5019 Version 6.
- 1.1.1.2.2 Frequency: The AC high voltage supply will normally be supplied by Eskom. The frequency will be 50 + 2.5 Hz.
- 1.1.1.2.3 Supply Voltage: Under normal conditions the system supply voltage will be maintained at +5% of the nominal voltage over a 24-hour period. Under crippled supply network conditions, the voltage can be expected to drop up to 15%.
- 1.1.1.2.4 Fault levels: A three-phase short circuit.
- 1.1.1.2.5 The transformers shall be for outdoor use and of the oil natural air natural (ONAN) cooled type and shall comply with specification SANS 60076- 1.
- 1.1.1.2.6 All components used in the traction transformer shall be free from polychlorinated biphenyls (PCB free)
- 1.1.1.2.7 The design of the transformers shall be such that harmonic disturbances are minimised.
- 1.1.1.2.8 The primary winding of the main traction transformer shall be star connected.
- 1.1.1.2.9 The configuration of the secondary winding shall be two separated delta windings giving 15° phase shift. The total secondary winding shall consist of six phases and the output voltage of each phase shall be approximately 1220V.
- 1.1.1.2.10 The secondary windings shall be designed to be compatible with twelve pulse rectifier units.
- 1.1.1.2.11 Provision shall be made for a three-phase tertiary winding on the secondary side of the transformer to supply the auxiliary transformers. The winding may be tapped off the secondary winding or be separately wound. The tertiary winding shall have separate bushings for connection to the auxiliary transformer.
- 1.1.1.2.12 The tertiary winding shall be rated to supply a 5MVA 44KV/6 traction transformer unless otherwise specified.

#### 1.1.2 CORROSION PROTECTION AND PAINTING

##### 1.1.2.1 PREPARATION OF TRANSFORMER TANK

- 1.1.2.1.1 Rust and milli scale shall be removed by shot blasting or acid cleaning. Welds which are not ground smooth shall be shot blasted or otherwise descaled and cleaned.



## TRANSNET RAIL INFRASTRUCTURE MANAGER

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

### 1.1.2.2 PAINTING

1.1.2.2.1 The outer surface of the transformer tank shall be painted Grey to the colour code G12 in accordance with SANS 1091. The conservator shall be painted white. The total paint thickness shall be at least 75 microns. For coastal or heavily polluted conditions it shall be at least 125 microns.

1.1.2.2.2 Internal surfaces of the conservator above oil level shall be cleaned and painted with one coat of oil resistant rust inhibiting etch primer. The radiators shall be hot dipped galvanized. It is recommended that galvanized radiators used at heavily polluted areas be painted.

### 1.1.3 TRANSFORMER OIL

1.1.3.1 Only unused mineral insulating oil shall be used.

1.1.3.2 The oil shall be readily miscible with the oil supplied in conformity with the above-mentioned specification by the major oil companies in South Africa, without detriment to the chemical, physical and electrical properties of the oil.

### 1.1.4 TESTS BY TRANSNET FREIGHT RAIL AND TYPE TEST CERTIFICATES

1.1.4.1 Manufacturer's type and routine tests as well as impulse voltage withstand including chopped wave type tests shall be carried out on the transformers in accordance with the current edition of SANS 60076-1.

1.1.4.2 Heat runs shall be carried on the first transformers of a new or different design.

1.1.4.3 The rating of the transformer shall be such that when it is operating in conjunction with the rectifier equipment specified and with an auxiliary transformer connected to the tertiary winding the output of the transformer shall be as follows:

- 2 x full load for 30 minutes
- 3 x full load for 1 minute
- 3.5X full load for 10 seconds.
- 4.25x full load instantaneous tripping.

These values shall be proved theoretically.

1.1.4.4 The temperature rise of the transformer windings after thermal equilibrium and a steady temperature has been reached on continuous full load, shall not exceed 65°C.

1.1.4.5 The maximum temperature rise of the windings after the application of any of the following rectifier overloads after the constant continuous rated full load temperature has been attained are as follows:

- 3 x full load for 1 minute the temperature rise of the windings shall not exceed 70°C.
- 3.5x full load for 10 seconds the temperature rise of the windings shall not exceed 70°C.
- 2 x full load for 30 minutes the temperature rise of the windings shall not exceed 100°C.

1.1.4.6 The temperature rise of the windings shall be measured by the increase of resistance method.

1.1.4.7 Standard correction for cooling during the measurement of resistance shall be applied.

1.1.4.8 Transnet Rail Infrastructure Manager shall be provided with type test certificates and two copies of test sheets, which record the values of the routine tests, or special tests that are carried out on the transformers.

1.1.4.9 Transnet Rail Infrastructure Manager reserves the right to be present/witness all routine including type tests were required.

### 1.1.5 DRAWINGS AND MAINTENANCE MANUALS

1.1.5.1 Drawings, instruction manuals and spares lists shall be supplied in accordance with Transnet Freight Rail's specification CEE.0224.

1.1.5.2 Three copies of each of the following drawings shall be submitted to the responsible project manager for approval within 7 days of the order being placed.

1.1.5.3 Dimension drawings showing external arrangements of the transformer.

1.1.5.4 External wiring diagrams for the transformer.

1.1.5.5 Vector diagram and rating plate.

**TRANSNET RAIL INFRASTRUCTURE MANAGER**

Contract Number: TRIM/2026/03/0559/3808/RFP

Description of the Works: Design, Supply, Installation, Testing and Commissioning of 3Kv Dc Traction Substation Equipment at Welgedag

**1.1.6 QUALITY ASSURANCE**

1.1.6.1 Tenderers must indicate what steps have been taken to implement a Quality Assurance system in terms of the ISO 9000 series of recommendations.

**1.1.7 SUPERVISION**

1.1.7.1 The Contractor shall ensure that at all times there is sufficient suitably qualified and experienced staff to supervise all work done by the Contractor.

1.1.7.2 Qualification requirements shall be in compliance of the Construction regulations.

1.1.7.3 Documentary proof of qualification of supervisor shall be submitted with bid documentation.

**1.1.8 SITE DIMENSIONS, LEVELS AND TOLERANCE**

1.1.8.1 The Supplier is to ascertain all relevant site dimensions, floor levels and tolerances before commencing, and in carrying out the work.

**1.1.9 SCHEDULE OF REQUIREMENTS**

1.1.9.1 Equipment required: Traction transformer for substations in Welgedag Substation.

## 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.

The Welgedag Substation is located in the Springs area of Gauteng, South Africa, specifically near Welgedacht in the City of Ekurhuleni Metropolitan Municipality. It lies east of Johannesburg and close to suburbs such as Sunda, Bakerton, and Daveyton. The site's coordinates are -26.208018, 28.489126 (link <https://goo.gl/maps/PC5GEy5ZVucEx3AcA>)

### 1. Description of the Site and its surroundings

