

Transnet Pipelines

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: SUPPLY AND DELIVERY OF VALVES FOR VARIOUS TRANSNET PIPELINE DEPOTS

RFP NUMBER	: TPL/2023/07/0004/35697/RFP
ISSUE DATE	: 14 DECEMBER 2023
NON-COMPULSORY BRIEFING	: 18 JANUARY 2024
CLOSING DATE	: 26 JANUARY 2024
CLOSING TIME	: 15h00
TENDER VALIDITY PERIOD	: 180 working days from closing date

Eligibility:

- **T2.2-01 Eligibility Schedule: Technical Specifications**

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	SUPPLY AND DELIVERY OF VALVES FOR VARIOUS TRANSNET PIPELINE DEPOTS
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

NON-COMPULSORY TENDER CLARIFICATION MEETING	A Non-Compulsory Tender Clarification Meeting will be conducted Microsoft Teams on the 18th January 2024, at 10:00am [10 O'clock] for a period of \pm 2 (two) hours. The Non-compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.
CLOSING DATE	15:00pm on (2024/01/26) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);



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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;



- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-12], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*



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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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



T1.2 TENDER DATA

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

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

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

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

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



Part C3: Scope of Supply		C3.1 Goods Information
C.1.4	The Employer's agent is:	Strategic Sourcing Specialist
	Name:	Mbalenhle maBhengu Petersen
	Address:	202 Anton Lembede Street, Durban
	Tel No.	TBA
	E – mail	Mbalenhle.bhengu@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility: T2.2-01 Technical data sheets: Compliance to Technical Specifications	
	Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.	
	2. Stage Two – Functionality / Technical Evaluation criteria:	
	Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated 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 below.	
C.2.12	No alternative tender offers will be considered.	
C.2.13.3	Each tender offer shall be in the English Language .	
C.2.13.5	The <i>Employer's</i> details and identification details that are to be shown on each	
C2.15.1	tender offer are as follows:	
	Identification details:	The tender documents must be uploaded with: <ul style="list-style-type: none"> ▪ Name of Tenderer: (insert company name) ▪ Contact person and details: (insert details) ▪ The Tender Number: ▪ The Tender Description
		Documents must be marked for the attention of: <i>Employer's Agent:</i>



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

C.2.15 The closing time for submission of tender offers is:
Time: **15:00pm** on the **26th January 2024**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **180 working days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. **Tenderers to provide Transnet with a Tax Clearance PIN issued by South African Revenue Services 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. Proof of registration on the Central Supplier Database;

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

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.

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

Technical Evaluation Criteria	Scoring
T2.2-02 Company's Project Related Experience	50
T2.2-03: Warranty period	30
T2.2-03: Delivery Lead times	20



C.3.11. Only tenders that are administratively and substantively responsive will be evaluated further in accordance with the 80/20 preference points systems:

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
Technical	70

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

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

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

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor – Level 1 or 2	10
Local Content requirement of 70%	10
Non-Compliant and/or B-BBEE Level 3-8 contributors or Local Content of less than 70%	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
Local Content and Local Production	T2.2-09 Returnable Local Content and production Annexures



The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
• B-BBEE STATUS LEVEL OF CONTRIBUTION	10
• LOCAL CONTENT REQUIREMENT OF 70%	10
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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



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

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



T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

T2.2-01 Stage Three: Eligibility Criteria Schedule - Technical Specifications

2.1.2 These schedules will be utilised for evaluation purposes:

T2.2-02 **Evaluation Schedule:** Company's Project Related Experience

T2.2-03 **Evaluation Schedule:** Warranty period

T2.2-04 **Evaluation Schedule:** Delivery Lead Time

2.1.3 Returnable Schedules:

General:

T2.2-05 Authority to submit tender

T2.2-06 Record of addenda to tender documents

T2.2-07 Letter of Good Standing

T2.2-08 ANNEX G Compulsory Enterprise Questionnaire
Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

T2.2-09 Local Production and Content Criteria Schedule

- Annexure B: Declaration Certificate of Local Production and Content (SBD 6.2) and
- Annexure C - Local Content Declaration: Summary Schedule
- A Local Content exemption letter from DTI (where applicable)
- Guidance Document for the Calculation of Local Content

Annexure B & C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)

Agreement and Commitment by Tenderer:

T2.2-10 Non-Disclosure Agreement

T2.2-11 RFP Declaration Form

T2.2-12 RFP – Breach of Law

T2.2-13 Certificate of Acquaintance with Tender Document

T2.2-14 Supplier Integrity Pact

T2.2-15 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-16 Insurance provided by the Supplier

T2.2-17 Three (3) years audited financial statements



1.3.3 Transnet Vendor Registration Form:

T2.2-18 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

2.7 C3 Goods Information

Annexures: Specifications

T2.2-01: Eligibility Schedule: Technical Specifications

Note: The tenderer will be evaluated on the compliance and completeness of the Technical specifications.

The following Specifications are included and shall be completed by the tenderer:

NO	TITLE	COMPLIANCE TO SPECIFICATIONS (Y/N)
1	PL 204C – Ball valve Spec. Complete the “details of Offer” section fully on RFP Annexure (B)	
2	PL 219 - GEARBOX QT. Complete the “details of Offer” section fully on RFP Annexure (C)	
3	PL122 – pressure sustaining valves. Complete the “details of Offer” section fully on RFP Annexure (D)	
4	PL619-4 Specification for Three Phase Electric Actuators. Complete the “details of Offer” section fully on RFP Annexure (E)	

T2.2-02 Company's Project Related Experience

1. Tenderers are required to demonstrate their company's relevant experience with regards to the supply of API6D compliant valves and gearboxes, including actuators suitable for petroleum pipeline transportation as specified in the relevant Transnet Specification attached to the scope of works:
2. Bidders are required to complete the PL204C "detail of offer" fully in order to qualify for the Technical evaluation stage below.

	Size and rating of API 6D valve	Actuator installed (Y/N)	Contract value	Delivery lead time	Name of client	Contact details of client
1.						
2.						
3.						
4.						
5.						

Number of relevant successfully completed project of this nature.

Criteria/ Minimum Score	% Weighting	Sub - Criteria	Score
Number of relevant successfully completed projects where the Tenderer supplied API6D compliant valves and gearbox including actuators, suitable for petroleum pipeline transportation industry of similar size and rating, Maximum 50 points	0%	Information insufficient to determine score	0
	20%	The Tenderer has demonstrated 1 supply contract where the Tenderer supplied API6D compliant valves, gearbox, including actuators, suitable for petroleum pipeline transportation industry. Reference contact details to be supplied	10
	40%	The Tenderer has demonstrated 2 supply contracts where the Tenderer supplied API6D compliant valves, gearbox, including actuators, suitable for petroleum pipeline transportation industry. Reference contact details to be supplied	20
	60%	The Tenderer has demonstrated 3 supply contracts where the Tenderer supplied API6D compliant valves, gearbox, including actuators, suitable for petroleum pipeline transportation industry. Reference contact details to be supplied	30
	80%	The Tenderer has demonstrated 4 supply contracts where the Tenderer supplied API6D compliant valves, gearbox, including actuators, suitable for petroleum pipeline transportation industry. Reference contact details to be supplied.	40

	100%	The Tenderer has demonstrated 5 or more supply contracts where the Tenderer supplied API6D compliant valves, gearbox, including Rotork actuators, suitable for petroleum pipeline transportation industry. Reference contact details to be supplied	50
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The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T2.2-03: Warranty period

Key for Scoring warranty and service period

Tenderer to provide warranty period as stipulated in specification PL2A. 12 months from date of commissioning or 18 months from date of supply. Maximum 30 points	0%	Warranty periods not provided as per specification	0
	100%	Warranty periods provided as per specification	30

The undersigned, who warrants that he/she is duly authorised to do so on behalf of theTenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

T2.2-04: Delivery Lead times

A1: Key for Scoring delivery lead times of valves

The total delivery time will be used for evaluation purposes

No	Item Description	Qty	Delivery time
	Items 1 to 10 to be delivered to 6 Hamilton Road, Ladysmith KZN 3370		
1	24 inch, Viar 900# ball valve and gearbox. No handwheel required (existing Rotork actuator will be re-installed).	1	
2	20 inch, Viar 900# ball valve and gearbox. No handwheel required (existing Rotork actuator will be re-installed).	1	
3	10 inch, Viar 900# ball valve and gearbox. No handwheel required (existing Rotork actuator will be re-installed).	1	
4	14", 600# ball valve and gearbox. No handwheel required (existing Rotork actuator will be re-installed) face to face dimension = 885mm	9	
5	14", 600# ball valve and gearbox, including actuator. face to face dimension = 885mm	5	
6	14", 600# ball valve and gearbox. Fitted handwheel required to operate valve by hand. face to face dimension = 885mm	4	
7	18", 600# ball valve and gearbox, including actuator. face to face dimension = 1090mm	4	
8	18", 600# ball valve and gearbox. Fitted handwheel required to operate valve by hand. face to face dimension = 1090mm	2	
9	14", 600# wafer-type check valve (non-return valve). Bolted between existing flanges. Face to face width dimension = 270mm	5	
10	Actuator for 2", 600# ball valve.	3	
	Item 11 and 12 to be delivered to 3 Akasia Road, General Albertspark, Alberton, 1449		
11	10", 150# pressure sustaining valve, including valve trim and pilot assembly.	2	
12	10", 150# reduced bore(8inch) Viar Ball valve with IW4 gearbox (existing Rotork actuator will be re-installed).	2	
	TOTAL LEAD TIME		

Valves supplied and delivered to Specified site from date of award Maximum 20 points	0%	Delivery lead time of more than 26 weeks to specified addresses	0
	50%	Delivery lead time of between 26 and 30 weeks to the specified addresses	10
	100%	Delivery lead time of less than 26 weeks to specified addresses	20

The undersigned, who warrants that he/she is duly authorised to do so on behalf of theTenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer



T2.2-05: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

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

Name	Address	Signature	Date

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



C. Certificate for Joint Venture

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

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

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

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



D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-06: Record of Addenda to Tender Documents

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

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

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

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

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

Name of Company/Members of Joint Venture:

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

T2.2-08: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2	10
LOCAL CONTENT OF 70%	10
Total points for Price and specific goals must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section

1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor – Level 1 or 2	10
Local Content of 70%	10
Non-Compliant contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE 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
Local Content and Local Production	T2.2-09 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
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

SBD 4 - 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 interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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 consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the 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

T2.2-09 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) 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)].

1. General Conditions

- 1.1. A person awarded a contract in relation to a designated sector, may not 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.
- 1.2. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A tenderer will only score points for local content if they have –
 - (a) Committed to meeting the stipulated local content threshold/s as stipulated in paragraph 3 below ; and
 - (b) Fully populated annexure C for each of the items listed in paragraph 3 below.

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of Goods

Stipulated minimum threshold

Valves :

70%

TPL Valve Request	Stipulated minimum threshold
24" 900# Ball valve	70%
20" 900# Ball Valve	70%
9" 900# Ball valve.	70%
14" 600# Ball Valves	70%
18" 600# Ball valves	70%
600# wafer check valves	70%
9" 150# pressure sustaining valve	70%
9"x 8" 150# reduced bore Ball valve	70%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of
bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) **Tender No.** TPL/2023/07/0004/35697/RFP
(C2) **Tender description:** SUPPLY AND DELIVERY OF VALVES FOR VARIOUS TRANSNET PIPELINE DEPOTS
(C3) **Designated product(s)** Valves
(C4) **Tender Authority:** Transnet Pipelines
(C5) **Tendering Entity name:**
(C6) **Tender Exchange Rate:** Pula EU GBP
(C7) **Specified local content %**

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
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)	Commo dity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	24" 900# Ball valve										
2	20" 900# Ball Valve										
3	9" 900# Ball valve.										
4	14" 600# Ball Valves										
5	18" 600# Ball valves										
6	600# wafer check valves										

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Annex C

Local Content Declaration - Summary Schedule

(C1) **Tender No.** TPL/2023/07/0004/35697/RFP
(C2) **Tender description:** SUPPLY AND DELIVERY OF VALVES FOR VARIOUS TRANSNET PIPELINE DEPOTS
(C3) **Designated product(s)** Valves
(C4) **Tender Authority:** Transnet Pipelines
(C5) **Tendering Entity name:**
(C6) **Tender Exchange Rate:** Pula EU GBP
(C7) **Specified local content %**

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
7	18", 600# ball valve										
8	18", 600# ball valve										
9	14", 600# wafer-type check valve										
11	10", 150# pressure sustaining valve										
12	10", 150# reduced bore(8inch) Ball valve										

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) **Tender No.** TPL/2023/07/0004/35697/RFP
(D2) **Tender description:** SUPPLY AND DELIVERY OF VALVES FOR VARIOUS TRANSNET PIPELINE DEPOTS
(D3) **Designated Products:** Valves
(D4) **Tender Authority:** Transnet Pipelines
(D5) **Tendering Entity name:**
(D6) **Tender Exchange Rate:** Pula EU GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	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

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	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										R 0	

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

				Calculation of imported content					
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	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)

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

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

Signature of tenderer from Annex B

Date: _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with
Annex C - C 23

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	TPL/2023/07/0004/35697/RFP	Note: VAT to be excluded from all calculations
(E2)	Tender description:	SUPPLY AND DELIVERY OF VALVES FOR VARIOUS TRANSNET PIPELINE DEPOTS	
(E3)	Designated products:	Valves	
(E4)	Tender Authority:	Transnet Pipelines	
(E5)	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description Raw Material items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	(E6)	(E7)		(E8)
(E9) TotalRaw Materials (Goods, Services and Works)				R O

(E10)	Manpower costs	(Tenderer's manpower cost)		R O
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R O
(E12)	Administration overheads and mark	(Marketing, insurance, financing, interest etc.)		R O
	(E13) Total local content			R O

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

T2.2-10 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

T2.2-11: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with



Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-14 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-12: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-13 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-14 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")

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;

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

11 GENERAL

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

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

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

Signature

Date

T2.2-15 : 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

T2.2-16: Insurance provided by the *Supplier*

Clause 84.1 in NEC3 Supply Contract (December 2009) (amended April 2013) requires that the *Supplier* provides the insurance stated in the insurance table except any insurance which the *Purchaser* is to provide as stated in the Contract Data.

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

Insurance against (See clause 84.1 of the SC)	Name of Insurance Company	Cover	Premium
Supply manufacture involving pre-payments. Insurable interest in terms of the pre-payments made towards manufacturing of an item.			
Insurance in respect of loss of or damage to property (except the goods, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract			



T2.2-17: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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T2.2-18 SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

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

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

In addition, please take note of the following very important information:

1. If your annual turnover is R10 million or less, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipic.co.za.

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE 'that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issues by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?					Yes	No
If YES state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	

If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
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Does your company have a valid proof of B-BBEE status?							Yes			No		
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership												
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership			% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans								
Please Note: Please provide proof of B-BBEE status as per Appendix C and D:												

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
EMPOWERING SUPPLIER An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes. In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES <input type="radio"/> NO <input type="radio"/>
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 st time.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT PLAN Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES <input type="radio"/> NO <input type="radio"/>
DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>

SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

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

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ is not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable supplies
made by the provider in any 12 month period has not exceeded or is not expected to exceed R1million
threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

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

Designated Groups"	<p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
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3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of _____, the annual Total Revenue was between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p>

	<p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%

- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:

Yes No

1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		



C1.1 Form of Offer & Acceptance

Offer

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

Supply of Valves for various Transnet Pipeline Depots

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

	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	In words.....	

This Offer may be accepted by the *Purchaser* 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 *Supplier* before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the *Supplier* becomes the party named as the *Supplier* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
Supplier:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.



Acceptance

By signing this part of this Form of Offer and Acceptance, the *Purchaser* identified below accepts the *Supplier's* Offer. In consideration thereof, the *Purchaser* shall pay the *Supplier* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the *Supplier's* Offer shall form an agreement between the *Purchaser* and the *Supplier* 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 Supply: Goods Information including Supply Requirements

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 *Supplier* and the *Purchaser* 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 *Supplier* shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Purchaser's Supply Manager* (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 *starting date* as set out in Clause 30.1 of the Contract Data by *Purchaser*.

Unless the *Supplier* (now *Supplier*) within five working days of the date of such receipt notifies the *Purchaser* 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
Purchaser**

(Insert name and address of organisation)

Name &
signature of
witness

Date



Schedule of Deviations to be completed by the *Purchaser* prior to contract award

Note:

1. 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 Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A *Supplier'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

By the duly authorised representatives signing this Schedule of Deviations below, the *Purchaser* and the *Supplier* 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 *Supplier* and the *Purchaser* 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 *Supplier* 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 *Supplier*:

For the *Purchaser*

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &
signature
of witness

Date



C1.2 SC Contract Data

Part one - Data provided by the *Purchaser*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X2: Changes in the law
		X7: Delay damages
		Z: Additional conditions of contract
		Z1: Additional clauses relating to Joint Venture
		Z2: Additional obligations in respect of Termination
		Z3: Right Reserved by the Purchaser to Conduct Security Screening
		Z4: Additional Clause Relating to Collusion and/or Tender Rigging
		Z5: Protection of Personal Information Act
		Z6: Contract Hedging

of the NEC3 Supply Contract
(December 2009 and amended April 2013)



10.1	The <i>Purchaser</i> is (name):	Transnet SOC Ltd (Reg no. 1990/000900/30)	
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000	
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipelines (TPL) 202 Anton Lembede Street Durban 4001	
10.1	The <i>Supply Manager</i> is (name):	TBC	
	Address	202 Anton Lembede Durban 4001	
	Tel	TBC	
11.2(13)	The <i>goods</i> are	Supply and delivery of Valves for various Transnet Pipeline Depots	
11.2(14)	The following matters will be included in the Risk Register	All matters notified in accordance with Clause 16	
11.2(15)	The Goods Information is in	Part 3: Goods Information Supply and all documents and specification to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
30.1	The <i>starting date</i> is.	TBC	
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>Goods and services</i>	<i>Delivery date</i>
		1 Supply of Valves for various Transnet Pipeline Depots	TBC
		1. Mnambithi Depot	



		2. Quaggasnek 3. Alrode
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one week before the Delivery Date.	[no data required]
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	2 weeks.
4	Testing and defects	
42	The <i>defects date</i> is	52 weeks after Delivery.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly	On the 15 th of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank of South Africa.
6	Compensation events	
	No additional data is required for this section of the <i>conditions of contract</i> .	
7	Title	
	No additional data is required for this section of the <i>conditions of contract</i> .	
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	No additional risks are accepted by the <i>Purchaser</i> other than those which are provided in the Contract
84.1	The <i>Supplier</i> provides these additional insurances	
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not	Whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i> .



	an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:	
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 (zero Rand)
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	Total of the Prices
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices
88.5	The <i>end of liability date</i> is	3 years after Delivery of the whole of the goods and services.

9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of Association of Arbitrators will appoint an <i>Adjudicator</i>.
	Address	Durban
	Tel No.	TBA
	Fax No.	TBA
	e-mail	TBA
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of The Association of Arbitrators (Southern Africa)
94.4(2)	The <i>tribunal</i> is:	Arbitration
94.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).
94.4(5)	The place where arbitration is to be held is	Durban, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman for the time being or his
	- if the arbitration procedure does not state who selects an arbitrator, is	nominee of the Association of Arbitrators (Southern Africa).



10	Data for Option clauses		
X2	Changes in the law		
X2.1	A change in the law of	Is a compensation event if it occurs after the Contract date.	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		Supply and delivery of Valves for various Transnet Pipeline Depots	0.1% per calendar day of the total value of the contract.
Z	The <i>additional conditions of contract</i> are		
Z1	Additional clauses relating to Joint Venture		



Z1.1	<p>Insert the additional core clause 27.5</p> <p>27.5. In the instance that the <i>Supplier</i> is a joint venture, the <i>Supplier</i> shall provide the <i>Purchaser</i> 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.</p> <p>The Joint Venture agreement shall contain but not be limited to the following:</p> <p>A brief description of the Contract and the Deliverables;</p> <p>The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;</p> <p>The constituent's interests;</p> <p>A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;</p> <p>Details of an internal dispute resolution procedure;</p> <p>Written confirmation by all of the constituents: of their joint and several liabilities to the <i>Purchaser</i> to Provide the <i>Goods</i>;</p> <p>identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the Supplier's representative;</p>
Z1.2	<p>Insert additional core clause 27.6</p> <p>27.6. The <i>Supplier</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Purchaser</i>.</p>
Z2	Additional obligations in respect of Termination



Z2.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z2.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z2.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z3	Right Reserved by the <i>Purchaser</i> to Conduct Security Screening	
Z3.1		<p>The contractor will be expected to go through security screening prior to be given access to Transnet premises.</p> <p>The following documents are needed from the company:-</p> <ol style="list-style-type: none"> 1. Company registration number. 2. CIPC registration. 3. Company TAX clearance TCS Pin. 4. Copies of ID of directors. 5. Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original Finger prints must be submitted. 6. Copies of ID of employees who will be working on site. 7. Fingerprint of employees who will be working on site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. 8. The contractor must make a copy of the extra Departmental documents and take it to SAPS which prevents them from paying. <p>Note: Please take note that SSA takes 2 weeks for screening to take place once all required documentation has been submitted.</p>



Z4	Additional Clause Relating to Collusion and/or Tender Rigging	The contract award is made without prejudice to any rights the <i>Purchaser</i> may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.
Z4.1		
Z5	Protection of Personal Information Act	The <i>Purchaser</i> and the <i>Supplier</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
Z5.1		
Z6	Contract Hedging	
Z6.1		Parties herein agree that the final Total of the Prices in rand value will be finalized within 48 hours of contract date. The forward rates are to be confirmed and accepted by Transnet SOC Limited Treasury. To this end a compensation event will be issued to cover the foreign currency conversion to Rand value equivalent.

C1.2 Contract Data

Part two - Data provided by the *Supplier*

Clause	Statement	Data				
10.1	The <i>Supplier</i> is (Name): Address Tel No. Fax No.					
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:					
11.2(11)	The tendered total of the Prices is	R, (in words)				
11.2(12)	The <i>price schedule</i> is in:					
11.2(14)	The following matters will be included in the Risk Register					
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are					
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table><tr><th><i>goods and services</i></th><th><i>delivery date</i></th></tr><tr><td>1</td><td></td></tr></table>	<i>goods and services</i>	<i>delivery date</i>	1	
<i>goods and services</i>	<i>delivery date</i>					
1						
31.1	The programme identified in the Contract Data is contained in:					
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%				

PART C2: PRICING DATA

NEC3 Supply Contract

Supply and delivery of valves for various Transnet Pipeline Depots

Document reference	Title	No of pages
C2.1	Pricing assumptions	2
C2.2	The <i>price schedule</i>	[•]

C2.1 Pricing assumptions

1. The *conditions of contract*

1.1. How *goods* and *services* are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, December 2009 (SC) (with amendments April 2013) core clauses states:

Identified and defined terms	11	
	11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.
		(12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is
		<ul style="list-style-type: none"> the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus other amounts to be paid to the <i>Supplier</i>, less amounts to be paid by or retained from the <i>Supplier</i>.
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

1.2. Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

1.3. Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC Guidance Notes before preparing the *price schedule*. Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of

entering into this contract.

1 As the *Supplier* has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a *Supplier's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Supplier* has decided not to identify a particular item in the *price schedule* at the time of tender the cost to the *Supplier* of doing the work is assumed to be included in, or spread across, the other Prices and rates in the *price schedule* in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item of *goods* or *services* later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Supplier* in the *price schedule* are inclusive of everything necessary and incidental to Providing the Goods and Services in accordance with the Goods Information, as it was at the time of tender, as well as correct any Defects not caused by a *Purchaser's* risk.

5 The *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of a *Purchaser's* risk event listed in core clause 80.1.

1.4. Format of the *price schedule*

(From Appendix 5 on page 78 of the SC Guidance Notes)

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

C2.2 the *price schedule*

Item no	Description	Unit	Quantity	Rate	Price
1	24 inch, 900# Viar ball valve and gearbox. No handwheel required(existing Rotork actuator will be installed)	Ea	1	zar	
2	20 inch, 900# Viar ball valve and gearbox. No handwheel required(existing Rotork actuator will be installed)	Ea	1	zar	
3	10 inch, 900# Viar ball valve and gearbox. No handwheel required(existing Rotork actuator will be installed)	Ea	1	zar	
Total delivery cost for Quagga valves to 6 Hamilton Road, Ladysmith, KZN 3370					
Sub total for Mnambithi Depot					
4	14", 600# ball valve and gearbox. No handwheel required(existing actuator will be installed) face to face dimension = 885mm	Ea	9	zar	
5	14", 600# ball valve and gearbox, including Rotork actuator. face to face dimension = 885mm	Ea	5	zar	
6	14", 600# ball valve and gearbox. handwheel required to operate valve by hand. face to face dimension = 885mm	Ea	4	zar	
7	18", 600# ball valve and gearbox, including Rotork actuators. face to face dimension = 1090mm	Ea	4	zar	
8	18", 600# ball valve and handwheel. handwheel required to operate valve by hand. face to face dimension = 1090mm	Ea	2	zar	
9	14", 600# wafer-type check valve (non-return valve). Bolted between existing flanges. Face to face width dimension = 270mm	Ea	5	zar	
10	Rotork actuator for 2", 600# ball valve and gearbox	Ea	3	Zar	

Transnet Pipelines

Contract Number: TPL/2023/07/0004/35697/RFP

Contract Title: SUPPLY AND DELIVERY OF VALVES FOR VARIOUS TRANSNET PIPELINE DEPOTS

Total delivery cost for Quagga valves to 6 Hamilton Road, Ladysmith, KZN 3370					
Subtotal for Quaggasnek Depot					
11	10", 150# pressure sustaining valve, including valve trim and pilot assembly.	Ea	2	zar	
12	10", 150# reduced bore(8inch) Ball valve with IW4 gearbox.	Ea	2	zar	
Total delivery cost for Alrode valves to 3 Akasia Road, Alberton, 1449					
Subtotal for Alrode Depot					
	Total of the prices excluding Vat				
	Vat				

The total of the Prices

PART 3: GOODS INFORMATION

Document reference	Title	No of pages
	This cover page	1
	<i>Scope</i>	3
	Total number of pages	4

Scope for supply and delivery of valves for Transnet Pipeline Depots

1. TRANSNET PIPELINE BACKGROUND

Transnet Pipelines (TPL), a business unit of Transnet, provides strategic pipeline infrastructure, with associated world class pipeline logistics, for the petroleum and gas industries of South Africa. This is done in partnership with our customers and stakeholders thereby assuring the African sustainable development imperative.

Established in 1965, Transnet Pipelines owns, maintains and operates a network of some 3100km of high-pressure petroleum and gas pipelines. Transnet Pipelines transports an average of 17 billion litres of fuel per annum. This includes diesel, unleaded petrol, aviation turbine fuel and crude oil.

2. EMPLOYERS OBJECTIVES

- Transnet Pipelines requires the supply and delivery of various size and type valves and actuators as listed below for use in the petrochemical industry to replace defective valves currently in the operational field.
-

2.1 Mnambithi Depot – Multi Products: (delivery address – 6 Hamilton Road, Ladysmith KZN 3370)

- for standardization purposes, valves for Mnambithi to be replaced with like for like valves and will be Viar ball valves.
- 1 x 24 inch 900# Viar quarter turn ball valve and gearbox (face - face = 1500mm) according to TPL 219, 2A and API 6D specifications
- 1 x 20 inch 900# Viar quarter turn ball valve and gearbox (face-face = 1330mm) according to TPL 219, 2A and API 6D specifications
- 1 x 10 inch 900# Viar quarter turn ball valve and gearbox (face -face = 830mm) according to TPL 219, 2A and API 6D specifications.
-

2.2 Quaggasnek Depot – Crude oil Pipeline: (delivery address – 6 Hamilton Road, Ladysmith, KZN 3370)

- 14 x 14 inch, 600# quarter turn ball valve and gearbox, according to TPL 219, 2A and API 6D specifications, 5 valves to include Rotork actuators (face to face measurement – 885mm).
- 4 x 14 inch, 600# quarter turn ball valve and gearbox, according to TPL 219, 2A and API 6D specifications with fitted handwheel (face to face measurement – 885mm).
- 4 x 18 inch, 600# quarter turn ball valve and gearbox, according to TPL 219, 2A and API 6D specifications, including Rotork actuators (face to face measurement – 1090mm).
- 2 x 18 inch, 600# quarter turn ball valve and gearbox with fitted handwheel, according to TPL 219, 2A and API 6D specifications (face to face measurement – 1090mm).
- 5 x 14 inch, 600# wafer type check valve. Bolted between two existing flanges (width of the wafer-type check valve – 270mm).
- 3 x Rotork actuators for 2" 600# Ball valve according PL619-4.
- To be noted that all valves listed above for Quaggasnek depot will be in crude oil service.

2.3 Alrode Depot – White Products: (delivery address – 3 Akasia Road, General Albertspark, Alberton, 1449)

- for standardization purposes, valves for Alrode to be replaced with like for like valves and will be Viar ball valves.
-
- 2 x 10 inch 150# Pressure sustaining valve according to TPL SPEC PL 122, PL2A and API6D specification.
- 2 x 10 inch 150# reduced bore (8 inch) Viar ball valve and IW4 gearbox. According to TPL spec PL204C
-

2.4 Additional Data.

- The Supplier should have an in-depth knowledge of Valve supply requirements in accordance with API 6D latest edition which can be found online at www.api.org.

2.4.1 Five sets of the following to be supplied per valve:

- Data book
- GA and assembly drawings
- parts lists and equipment numbers
- maintenance manual
- material certificates.
- warranty period.

2.5 Transportation

- Transportation of valves will be in individual wooden crates to ensure protection of the valve and stopping it from falling over during transport. All valves to be sealed on either end as per specification PL2A.
-

3. Deliverables

3.1. Supply and delivery of below Valves

No	Item Description	Qty	Data sheet provided. Y/N	Lead time
1	24 inch, Viar 900# ball valve and gearbox. No handwheel required (existing Rotork actuator will be re-installed).	1		
2	20 inch, Viar 900# ball valve and gearbox. No handwheel required (existing Rotork actuator will be re-installed).	1		
3	10 inch, Viar 900# ball valve and gearbox. No handwheel required (existing Rotork actuator will be re-installed).	1		
4	14", 600# ball valve and gearbox. No handwheel required (existing Rotork actuator will be re-installed) face to face dimension = 885mm	9		
5	14", 600# ball valve and gearbox, including Rotork actuator. face to face dimension = 885mm	5		

No	Item Description	Qty	Data sheet provided. Y/N	Lead time
6	14", 600# ball valve and gearbox. Fitted handwheel required to operate valve by hand. face to face dimension = 885mm	4		
7	18", 600# ball valve and gearbox, including Rotork actuator. face to face dimension = 1090mm	4		
8	18", 600# ball valve and gearbox. Fitted handwheel required to operate valve by hand. face to face dimension = 1090mm	2		
9	14", 600# wafer-type check valve (non-return valve). Bolted between existing flanges. Face to face width dimension = 270mm	5		
10	Rotork actuator for 2", 600# ball valve.	3		
11	10", 150# pressure sustaining valve, including valve trim and pilot assembly.	2		
12	10", 150# reduced bore(8inch) Viar Ball valve with IW4 gearbox (existing Rotork actuator will be re-installed).	2		

4. List of Annexures

5.1 The Annexures listed in the Table below are available only in the soft copy.

Annexure	Description / Discipline	No of Pages / Drawings / Documents
A	PL 2A - Steel valves – supporting information.	9 Pages
B	PL 204C – Ball valve Spec. Complete the "details of Offer" section fully.	5 Pages
C	PL 219 - GEARBOX QT. Complete the "details of Offer" section fully.	4 Pages
D	PL122 – pressure sustaining valves. Complete the "details of Offer" section fully.	3 pages
E	PL619-4 Specification for Three Phase Electric Actuators. Complete the "details of Offer" section fully.	16 pages

NB: All "Details of Offer" sections listed above to be fully completed to be considered for evaluation.

ANNEXURE A



GENERAL SPECIFICATION - STEEL VALVES

FOR

PETROLEUM PRODUCT SERVICE

**(To be read in conjunction with the relevant,
Specific, Valve Specifications)**

SPECIFICATION PL 2/A

MAY 2012

1. SCOPE

- 1.1. *This specification provides for the manufacture, supply and delivery of steel valves, required for service in a petroleum product pipeline system.*
- 1.2. *The valves are to be provided with waterproofing and/or weatherproof protection to any component requiring same.*
- 1.3. *The valves must be suitable for petroleum product service, including fuel alcohol and for installation in the horizontal, vertical, or inclined positions. Operating temperatures will not exceed 45° C.*

2. PRODUCT SPECIFICATIONS

- 2.1. ***The valve must be suitable for use with the following products as listed below:***

Regular and Premium Petrol	To SABS 299:1995 Table 1
Diesel	To SABS 342:1998 Table 1
Fuel Alcohol	
Crude Oil	
Jet Fuel	
Synthetic Olefinic Petrol	
Unleaded Petrol	To SABS 1598:1993 Table 1

- 2.2. ***In addition, the following fuels have characteristics as listed below:***

2.2.1. Fuel Alcohol

C ₂ Alcohol Content	70 mass % minimum
C ₃ and C ₄ Alcohol Content	28 mass % maximum
C ₅ and heavier Alcohol Content	2 mass % maximum
Acidity	0.09 mg KOH/g maximum
Denatured Alcohol	Gasoline Content of 5 mass %
Chemical Formula	C ₂ H ₅ OH to C ₆ H ₁₃ OH
pH	6-8
Water Content	0.9 mass % maximum

2.2.2. Synthetic Olefinic Petrol

C₅H₁₀
C₆H₁₂

2.2.3. Unleaded Petrol

Will contain - Benzene
Toluene
Xylene
Ketones (known in USA as "Oxygenated Gasoline")

3. REFERENCES

The following publications are referred to herein:

- 3.1. *BS (British Standards) 1768/Latest: Unified precision hexagon bolts, screws and nuts (UNC & UNF threads) - Normal Series.*
- 3.2. *BS 1134 PART 1, /latest: Method and Instrumentation.*
- 3.3. *BS 1750/Latest: Bolting for the Petroleum Industry.*
- 3.4. *BS 1560/Latest: Steel Pipe Flanges and Flanged Fittings for the Petroleum Industry.*
- 3.5. *ANSI (American National Standards Institute) Standard B16.5/Latest Pipe Flanges and Flanged Fittings.*
- 3.6. *API (American Petroleum Institute) Standards: Specification 6D/Latest, Pipeline Valves, (Gate, plug, ball and check).*

4. DRAWINGS AND MASS

- 4.1. *General arrangement drawings showing the leading dimensions and a sectional drawing to illustrate details of fabrication and material to be used shall be submitted with the tender for each type and class of valve. The mass of all valves shall be given.*
- 4.2. *After the contract has been awarded, and before manufacture and/or supply from stock is commenced, duplicate general arrangements and detailed working drawings shall be submitted to Transnet Pipelines (TPL) for approval.*
- 4.3. *Such approval shall be general and shall not relieve the Tenderer of the responsibility for satisfactory design and functioning of the valves. After approval three copies of each drawing shall be submitted to TPL.*
- 4.4. *On delivery of the valves, the Tenderer shall supply 5 copies of the maintenance and operating instruction handbook, including drawings, for each type and/or size of valve included in the contract. This documentation is to be completed in the English language, in order to maintain an internationally acceptable technical terminology.*

5. ALTERNATIVES

- 5.1. *This specification is not intended to be rigid to the extent of requiring a Tenderer to depart from his normal practice, and it shall in no way relieve him of full responsibility as to design, material and workmanship.*

5.2. *Tenderers may submit quotations for different valve patterns from those shown in API Std. 6D, provided that they are suitable for the purpose specified, are generally in accordance with this specification and have the same face-to-face and/or end-to-end dimensions to ensure interchangeability.*

5.3. *All departures from the specification are to be stated in the tender.*

6. TENDERERS TO NOTE

6.1. *Offers will not be considered unless full particulars and sufficient literature is provided at the tendering stage to enable TPL to assess each offer properly.*

6.2. *Tenderers shall complete the relevant questionnaire in full and must indicate whether their offer complies with each item of the requirements.*

6.3. *Should there be insufficient space for furnishing full details, the Tenderer shall provide the additional details in a covering letter. The details shall be numbered in accordance with the applicable clause specified in the requirements.*

6.4. *The valves shall be offered complete in all respects;*

6.5. *Any further items of equipment and accessories not listed above and which Tenderers can offer shall be detailed and quoted for separately under the heading "Additional Equipment". Should any of the additional equipment be standard equipment then the words "Standard Equipment" shall appear next to this item;*

6.6. *Tenderers shall supply a list of firms (local and overseas) using valves similar to that offered. This information is required to assess whether or not the valve offered meets present day demands;*

6.7. *When deemed necessary, TPL may require a Tenderer to submit a valve for the purpose of an in-service test. The purpose of this test will be to determine whether the valve meets the requirements, under operating conditions, relevant to TPL.*

7. TENDERERS SHALL STATE

7.1. *Whether all essential renewable parts for the valve will be readily available in South Africa;*

7.2. *Whether any special lubricants are required;*

7.3. *The extent of after-sales service offered;*

7.4. *Valve torque requirements at full differential;*

7.5. *Stem shear torque;*

7.6. *Maximum seating and unseating torque.*

8. GENERAL SPECIFICATION FOR STEEL VALVES

The valves to be supplied under this tender shall be generally in accordance with:

8.1. The latest edition of the American Petroleum Institute's Specification for the relevant valve type/style as stated in the accompanying TPL specification.

8.2. The following amplifications and additions to the above API and BS Specifications, apply where relevant, to all valves.

8.2.1. Design and Standardisation

8.2.1.1. The valves shall be designed to ensure satisfactory operation, in which strength, durability, reliability, tightness and ease of operation and maintenance, giving continuity of service are the prime considerations. All valves of the same type, size and pressure rating shall be interchangeable with one another.

8.2.1.2. Where flanged ends are specified sufficient clearance must be allowed between the bodies and flanges to enable flange bolts to be fitted. Where this is not practicable, tapped holes must be provided.

8.2.1.3. All material shall be in accordance with Section 3 of API Specification STD 6D.

8.2.2. Tests

8.2.2.1. Each valve is to be subjected to tests as detailed in section 5 of the API Specification STD 6D. When stipulated the Tenderer will, subject to approval of the Engineer, appoint an independent internationally recognised inspection authority in the case of imported valves. The inspection authority appointed by TPL will inspect locally manufactured valves.

8.2.2.2. After completion of the hydrostatic seat tests on the valves and while the pressure is maintained at the values given in Table 5.1, for all sizes of valves, the valve shall be gradually opened until the pressure is broken. The sealing rings shall show no damage.

8.2.2.3. Tests shall also be carried out on vertical stem type valves with the gland slackened back, or with the packing removed, in order to ascertain that it is possible to repack the valve under pressure.

8.2.2.4. Operational torque test as detailed in Appendix C of API Spec 6D is required on each valve.

8.2.2.5. Test liquid shall be water.

8.2.2.6. Test certificates setting out clearly the method of testing in respect of each valve shall be supplied in triplicate.

8.2.3. **Valve Ends**

8.2.3.1. **Welding End Finish**

Welding ends shall be in accordance with Section 2.7 of API 6D/Latest.

8.2.3.2. **Flange Finish**

All valves larger than 50 mm bore shall be flanged or weld end. Flanges are to be raised face for gaskets, and gasket contact surfaces shall have a serrated finish conforming to ANSI B16.5-1988/Latest paragraph 6.4.4.1 or equal approved.

Flange dimensions and drilling shall be in accordance with ANSI B16.5 - (Latest): Pipe Flanges and Flanged Fittings, or British Standard (Latest): 1958 - Steel Pipe Flanges and Flanged Fittings (nominal sizes 1/2 in. to 24 in.) for the Petroleum Industry.

8.2.3.3. Threads shall be to American Standard Pipe Threads (NPT)

8.2.4. **Bolts, Stud Bolts, Screws, Studs, Nuts and Threads used in Valve Construction**

These shall be in accordance with the appropriate part of British Standard BS 1750 /Latest - Bolting for the Petroleum Industry, in respect of high-pressure service. The dimensions of bolting smaller than 12 mm shall comply with British Standard 1768: /Latest - Unified Precision Hexagon Bolts, Screws and Nuts (UNC and UNF threads) - Normal Series.

8.2.5. **Support Ribs or Legs**

These are to be provided on all valves of 200-mm nominal diameter and larger.

8.2.6. **Lifting Bolts**

.

Each valve 300 mm nominal size and over shall be provided with adequate eye bolts for lifting.

8.2.7. Repair of Defects

8.2.7.1. Defects, which are revealed on inspection and which do not impair the strength of the castings may be welded by an approved process, provided they are first submitted to the purchaser's inspectorate for examination. Properly qualified welders shall carry out all welding.

8.2.7.2. Defects shall be cleaned out to sound metal before welding, and shall be re-submitted to the purchaser's allocated inspectorate for approval in this condition, after which they may be welded if the purchaser so agrees. After welding, castings shall be heat-treated, but welds required only for finish and appearance need not be heat-treated if the purchaser approves this. When the welding of defects is permitted, the welding rod shall be such as to produce a weld having characteristics similar to the parent metal. Peening of leaks will not be permitted.

8.2.8. Opening and Closing of Valves

Valves shall be closed by rotating the stems or spindles in a clockwise direction when looking down on top of the valve. The direction of closing of the valve shall be clearly indicated by means of arrows and the words "SHUT" cast on to the bonnet or other suitable place. Valves fitted with handwheels are; in addition, to have the handwheels similarly marked. The valves shall be capable of being operated under the full unbalanced pressure of their respective classes, acting on either side of the valve check.

8.2.9. Painting

8.2.9.1. After inspection and testing all components shall be thoroughly cleaned.

8.2.9.2. Painting shall be to the manufacturers standard painting procedure. Details of this procedure are to be submitted to Transnet Pipelines for approval prior to commencement of painting.

8.2.9.3. The cost of all painting is deemed to be included in the quoted prices of the valves.

8.2.10. Packing for Delivery

In addition to the protection of welding ends or sealing surfaces specified, end covers on all valves are to cover the entire opening to prevent the ingress of dirt, foreign matter and the like.

8.2.11. Service and Instruction

All valves will be installed by other contractors but Tenderers shall have a qualified representative available at all times during commissioning of the valve for the purpose of instruction, checking, setting, adjustment or any other service which may be required in connection with the proper functioning of the valves.

In addition Tenderers must include in their quotations for the supply of 5 servicing manuals, in English, for each type of valve offered as well as for a site visit by the representative to one of Petronet's pump stations (to be nominated) for purposes of instructing the operating staff on methods of valve maintenance, repair and operation. Quotations for valves shall be deemed to include the above services.

8.2.12. **Gearing**

Certain valves, where required by the contract, are to be provided with suitable bevel or spur gearing which shall be machine cut and finished within the limits dictated by the good practice for this class of work. Keys shall be used to secure gears or pinions to shafts. Gear ratios are to be sufficiently high to ensure easy manual operation and close control of flow. In the case of bevel gearing, handwheels are to be side mounted. Shafts shall be mounted in bearings of adequate design, provided with suitable means for satisfactory lubrication. When design permit, gearing shall be enclosed to prevent dirt and foreign matter accumulating in the assembly. Gearing of power operated valves shall be completely guarded.

8.2.13. **Spare Parts**

Tenderers shall submit a priced list of spare parts for each size and type of valve offered, together with a list of spares that the Contractor recommends that the Purchaser keep in stock for the replacement of wearing parts. The Purchaser reserves the right to order any spares from the priced list at any time before the end of the Maintenance Period.

8.2.14. **Lubrication**

On larger valves, and where necessary, grease lubrication points shall be provided with Tecalemit nipples of the industrial type, equipped with adapters or bushings as required. Extension piping with the nipples attached to the ends shall be provided for accessibility where necessary. A separate grease nipple shall be provided for each lubrication point. All valves shall be supplied lubricated, ready for installation.

8.2.15. **Handwheels**

8.2.15.1. Unless otherwise stated valves are to be operated by means of a handwheel. Handwheels shall be of a spoked design having approximately six spokes and easily removable for delivery purpose. Webbed or disc handwheels shall not be used. In the smaller sizes, where space between spokes is small, the use of knobs or studs projecting beyond the outside diameter of the handwheel is desirable.

8.2.15.2. Handwheels are to be secured to the stem, yoke sleeve or nut by means of a retaining nut and shall be detachable for delivery purposes. In

general, the upper ends of the valve stem or yoke sleeve are to be provided with a square milled section for mounting purposes.

- 8.2.15.3. Handwheels are to stand well clear of the yoke bush when the valve is in the closed position.

8.2.16. **Fire Safe Design**

All positive shut-off valves offered shall be of the "fire-safe" design.

8.2.17. **Size and Pressure Rating**

All valves shall have their size and pressure rating clearly embossed on the valve body. (eg. 8" 600#).

9. **Guarantee**

A guarantee period of 12 months is required commencing from the date on which the valve is successfully commissioned or placed in service or 18 months from date of delivery whichever is the sooner.

WITNESS 1

CONTRACTOR

WITNESS 2

DATE

WITNESS 1

CHIEF EXECUTIVE
(TRANSNET PIPELINES)

WITNESS 2

DATE

ANNEXURE B

COVER SHEET - PL 204C

TRANSNET PIPELINES SPECIFICATION: BALL VALVE FOR PETROLEUM PRODUCT SERVICE

This cover sheet shall be completed by the purchaser/project manager and inserted in sequence into the specification.

3. VALVE REQUIREMENTS

ITEM	QTY	SIZE	ASME CLASS	BORE	END CONNECTION	OPERATION	CYCLE TIME	SUPPORT REQD.	BOTTOM BLOCK AND BLEED
				(F/R)	(FE/WE)	(ACT/HO)	(SEC)	(YES/NO)	(YES/NO)
1	14	14"	600#	F	FE – (885mm F-F)	ACT	30 SEC	YES	YES
2	4	14"	600#	F	FE – (885mm F-F)	HO	30 SEC	YES	YES
3	4	18"	600#	F	FE – (1090mm F-F)	ACT	30 SEC	YES	YES
4	2	18"	600#	F	FE – (1090mm F-F)	HO	30 SEC	YES	YES
5	1	24"	900#	F	FE (1500mm F-F)	ACT	35-45 SEC	YES	YES
6	1	20"	900#	F	FE (1330mm F-F)	ACT	35-45 SEC	YES	YES
7	1	10"	900#	F	FE (830mm F-F)	ACT	20-30 SEC	YES	YES
8	2	10"	150#	R	FE	ACT	20-30 SEC	YES	YES
9									
10									
11									

NOTES:

- | | |
|-------------------|---|
| 1. ITEM | Item Number |
| 2. QTY | Quantity of valves required. |
| 3. SIZE | Size of valve required in inches |
| 4. ASME CLASS | Pressure rating of valve |
| 5. BORE | F = Full Bore, R = Reduced Bore (Purchaser/Project Manager to state Bore Dimension) |
| 5. END CONNECTION | FE = Flanged End, WE = Weld End |
| 6. OPERATION | ACT = Actuator Operated, HO = Handwheel Operated |
| 7. CYCLE TIME | Time in seconds for the valve to complete one full cycle. Only applicable to Actuated Valves. |
| 8. SUPPORT REQD. | Yes = Support Ribs or Legs are required. No = valve supports are not required. |



TRANSNET

pipelines

Transnet Pipelines

Specification, Ball Valve for Petroleum Product Service

PL 204/C

March 2014

1. SCOPE

- 1.1 This specification covers Transnet Pipelines' requirements for ball valves, size 2" and greater for non-buried service.
- 1.2 The valve is to be suitable for installation in the horizontal, vertical or inclined position.
- 1.3 Operating temperature will not exceed 45°C.
- 1.4 This specification must be read in conjunction with Transnet Pipelines Specification [PL2 -General Specification - steel valves for petroleum product service](#).

2. TECHNICAL INFORMATION REQUIRED

- 2.1 Tenderers shall complete the relevant questionnaire in full and shall indicate whether their offer complies with each item of the requirements.
 - 2.1.1 Should there be insufficient space for furnishing full details, the tenderer shall provide the additional details in a covering letter. The details shall be numbered in accordance with the applicable clause specified in section 4 of this specification.
- 2.2 Offers will not be considered unless full particulars and sufficient literature is provided at the tendering stage to enable Transnet Pipelines to assess each offer properly.

3. VALVE REQUIREMENTS

Table in cover sheet to be completed by Purchaser/Project Manager and inserted into the specification at this point.

4. SPECIFICATION

PARAGRAPH	DESCRIPTION	DETAILS OF OFFER
4.1	Valve	
4.1.1	Shall be a trunnion mounted, three-piece split body type of bolted body construction or welded body with bolted top entry design.	
4.1.2	Shall comply with API SPEC 6D - Latest	
4.1.3	Shall be of fire safe design to API 6FA / BS 6755 Part 2	
4.1.4	Material shall comply with NACE MR01-75	
4.1.5	Shall have "DOUBLE BLOCK AND BLEED" Facility ie: It shall be possible to check valve seal integrity in both full open and full closed position.	
4.1.5.1	Bleed system shall be fitted with a wrench operated bleed nipple. Detail to be shown on valve general arrangement or separate drawing.	
4.1.6	Full Bore Valve shall be able to pass pigs (scrapers) and spheres	
4.2	Stem & Trunnion	
4.2.1	Shall be of adequate proportions to safely resist all applied forces at full pressure differential conditions.	
4.2.2	Shall be suitably protected against corrosion and erosion.	
4.2.3	Tenderer to state:	
4.2.3.1	Coating applied	
4.2.3.2	Thickness of coating in μm	
4.2.3.3	Coating Standard Adhered to	
4.2.4	Shall be separate from ball and be of anti blow-out design.	
4.2.5	Valve shall have triple barrier stem seals.	
4.2.6	Stem shall have fitting for emergency sealant installed.	
4.3	Seats	
4.3.1	Shall be of the floating, spring loaded type.	
4.3.2.1	Tenderer to state:	
4.3.2.2	Coating applied	
4.3.2.3	Thickness of coating in μm	
4.3.2.3	Coating Standard Adhered to	

PARAGRAPH	DESCRIPTION	DETAILS OF OFFER
4.3.3	Shall be suitably protected against corrosion, erosion and accumulation of solid deposits.	
4.3.4	Seats shall be spring energised complete with soft seal arrangement (springs are required to keep seat in constant contact with ball to ensure a positive seal at low differential pressure).	
4.3.5	Tenderer to state:	
4.3.5.1	Spring type (Helical / Belleville etc)	
4.3.5.2	Spring material and grade	
4.3.5.3	Soft seal material and grade	
4.3.6	Seats shall provide a double sealing barrier in both directions (Double Piston Effect) - body pressure relief valve is a requirement for this design.	
4.3.7	Seats shall have a built in emergency sealant injection fitting of the giant button head type.	
4.4	Ball	
4.4.1	Shall be suitably coated to protect against corrosion and erosion.	
4.4.2	Tenderer to state:	
4.4.2.1	Coating applied	
4.4.2.2	Thickness of coating in μm	
4.4.2.3	Coating Standard Adhered to	
4.5	O-Rings & Gaskets	
4.5.1	O-rings and gasket material to be physically and chemically resistant to process media as listed in paragraph 2 of PL 2/ Latest.	
4.5.1.1	Tenderer to state o-ring material and grade	
4.5.1.2	Tenderer to state gasket material and grade	
4.6	Valve Torque Requirements	
4.6.1	Tenderer to state	
4.6.2	Valve torque requirements at full differential pressure in Nm	
4.6.3	Maximum seating and unseating torque in Nm	
4.6.4	Stem shear torque in Nm	

PARAGRAPH	DESCRIPTION	DETAILS OF OFFER
4.7	Actuation	
4.7.1	Hand operated valves 4" and larger are to be gearbox operated.	
4.7.2.	All actuated valves are to be fitted with a quarter turn gearbox.	
4.7.3	Gearboxes to comply with Transnet Pipelines Specification PL 219	
4.7.4	Actuators to comply with Transnet Pipelines Specification PL 619 and are to be supplied with data logger installed.	

I confirm that all information furnished is correct and complies with Transnet Pipelines Specification PL 204C

Name: _____

Designation: _____

Company: _____

Signature: _____

Date: _____

Witness 1: _____

Witness 2: _____

ANNEXURE C



Transnet Pipelines

Specification Gearbox for Quarter Turn Valves

PL 219

March 2014

1. SCOPE

- 1.1 This specification covers Transnet Pipelines' requirements for a gearbox to suit a Quarter Turn valve.
- 1.2 The gearbox shall be suitable for installation in the horizontal, vertical or inclined position.
- 1.3 Operating temperature will not exceed 45°C.
- 1.4 This specification shall be read in conjunction with Transnet Pipelines Specification [PL2 -General Specification - steel valves for petroleum product service](#) as well as the specification for the relevant Quarter Turn valve.

2. TECHNICAL INFORMATION REQUIRED

- 2.1 Tenderers shall complete the relevant questionnaire in full and shall indicate whether their offer complies with each item of the requirements.
 - 2.1.1 Should there be insufficient space for furnishing full details, the tenderer shall provide the additional details in a covering letter. The details shall be numbered in accordance with the applicable clause specified in section 3 of this specification.
- 2.2 Offers will not be considered unless full particulars and sufficient literature is provided at the tendering stage to enable Transnet Pipelines to assess each offer properly.

3. SPECIFICATION.

PARAGRAPH	DESCRIPTION	DETAILS OF OFFER
3.1.	Gearbox	
3.1.1	Shall be of the Quadrant Worm Gear Design	
3.1.2	Shall be grease filled for life and sealed to IP67	
3.1.3	Shall contain totally enclosed gearing	
3.1.4	Shall have a removable output sleeve to facilitate bore and keyway machining.	
3.1.5	Output sleeve shall be able to be positioned through 90° steps.	
3.1.6	Mechanical Stops for opening and closing shall be installed.	
3.1.7	Stops are to be adjustable at 90° ±5° travel	
3.1.8	Shall have clear indication of open and closed position.	

PARAGRAPH	DESCRIPTION	DETAILS OF OFFER
3.1.9	The following information shall be clearly marked on a tag and securely affixed to the body of the gearbox.	
3.1.9.1	Make of Gearbox	
3.1.9.2	Model Designation	
3.1.9.3	Gear Ratio	
3.1.9.4	Serial Number or Unique Identification Number	
3.1.9.5	Supplier's Details	
3.2	Material	
3.2.1	Gear case shall be Cast Iron or similar	
3.2.1.1	Tenderer to state gear case material	
3.2.2	Worm shaft shall be Hardened Steel or similar	
3.2.2.1.	Tenderer to state worm shaft material	
3.2.3	Worm wheel shall be SG Iron or similar	
3.2.3.1	Tenderer to state worm wheel material	
3.3	Adaptation	
3.3.1	Input and output flanges shall conform to ISO 5211/1	
3.3.2	The baseplate shall have the facility for positioning the gearbox through at least 45° steps on the valve without special machining.	
3.3.3	Gearboxes ordered for manual operation shall be so designed that motor operation is possible at a later stage with no additional machine work to the gearbox.	
3.3.4	Gearbox shall be compatible with Rotork IQ series, electric actuator range.	
3.3.5	When used in conjunction with an electric actuator, gearbox shall be able to withstand actuator stall torque.	
3.3.5.1	Gearbox shall be supplied with correct actuator mating adaptor, when fitment to an actuator is required. Actuator detail will be furnished in the purchase order.	

PARAGRAPH	DESCRIPTION	DETAILS OF OFFER
3.4	Sizing	
3.4.1	Tenderer is to supply all calculations used in the gearbox sizing and selection process.	
3.4.2	The tenderer shall supply the following information for the gearbox of each type of valve. Max. Output Torque (Nm) Gear Ratio Max. Input Torque (Nm) Weight	

I confirm that all information furnished is correct and complies with Transnet Pipelines Specification PL 219

Name: _____

Designation: _____

Company: _____

Signature: _____

Date: _____

Witness 1: _____

Witness 2: _____

ANNEXURE D



**Specification
Pressure Sustaining Valve
With Flanged Ends
For
Petroleum Product Service**

PL 122

March 2014

1. SCOPE

- 1.1. This specification covers the Transnet Pipelines requirements for a 150# rating pressure sustaining valve which shall maintain a potential and or system demand.
- 1.2. Operating temperature will not exceed 45°C.
- 1.3. The valve must be build such that flow can be allowed in both directions such that the valve may not be the course of a barrier resulting in a thermal buildup in the down stream or upstream.
- 1.4. This specification must be read in conjunction with Transnet Pipelines Specification PL2 –“General Specification – Steel Valves for Petroleum Product Service”

2. TECHNICAL INFORMATION REQUIRED

The valve must be capable of handling a specified working flow of product and shall conform to the following:

ITEM	QTY	SIZE	ASME CLASS	BORE	END CONNECTION	Hydraulic trim
				(F/R)	(FE/WE)	
1	2	10"	150#	R	FE	YES
2						

3. SPECIFICATION

PARAGRAPH	DESCRIPTION	DETAILS OF OFFER
3.1		
3.1.1	The body shall be cast steel and parallel flanged. Material shall conform to section 3 API Std. 6D-Latest	
3.1.2	Valve Trim and orifice plates shall be stainless steel grade 316	
3.1.3	Seats, sealing rings and other soft pants shall be compatible with products listed in Transnet Pipelines' Specification PL2 –“General Specification – Steel Valves for Petroleum Transnet Pipelines Services.	
3.1.4	Mass in kg to be stated	
3.1.5	Pilot: Spring loaded or hydraulically operated pilot controlled modulated types may be offered.	

This specification may be amended without prior notice.

I confirm that all information furnished is correct and complies with Transnet Pipelines
Specification PL 122

Signature: _____ Designation: _____

Name: _____ Company: _____

Date: _____

Witness 1: _____ Witness 2: _____

ANNEXURE E

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DOCUMENT APPROVAL PROCESS

NAME		POSITION/MEETING NO.	SIGNATURE	DATE
Originator:	S Rugbeer			
Approver:				
Original date:				
Effective date: 28/02/2018				

TRANSNET PIPELINES



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1. DOCUMENT CHANGE HISTORY

The owner of this document is responsible for the revision and control of the document, including updating of the table below, which contains the history of the document with details of each revision.

Date	Previous Rev No.	New Rev No.	Details of Revision
28/02/2018	C	04	Reformat Document; add breaking torque & self-locking

This table summarises what has been changed in the document so that it is easy to keep track of the effected changes.

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1. INTRODUCTION

The objective of this Specification is to establish standards and codes of practice that are required to be adhered to by both Contractor and Client in the design, supply and installation electric actuators, on all Transnet Pipelines Sites.

2. SCOPE

This specification defines the minimum requirements for electric actuators having a three phase motor, reduction gearing, reversing contactor starter with local / remote controls, turns and torque limitation with electronic logic controls and monitoring facilities, all housed in a flameproof double-sealed watertight enclosure in compliance with IP 68. Contractors are required to familiarise themselves with all applicable Standards and Codes of Practice listed herein, and to ensure compliance in the execution of any work in terms of this document. Failure to comply may render the contractor liable for corrections at his own cost.

These Standards and Codes of Practice should be read in conjunction with all other Specifications and drawings as issued for a particular contract. Where discrepancies occur, these must be brought to the attention of Transnet Pipelines in writing before commencement of work. In the event of any conflict between the contents of any documents forming part of a contract (as listed in the Schedule of Contract Documents) and this document, the former shall prevail.

3. REFERENCE DOCUMENTATION

Standard	Subject
SANS 60079	Explosive atmospheres: Part 1: Equipment protection by flameproof enclosures "d"; Part 14: Electrical installations design, selection and erection; Part 17: Electrical installations inspection and maintenance
SANS 10086-1	The installation, inspection and maintenance of equipment used in explosive atmospheres Part 1: Installations including surface installations on mines
SANS 10108	The classification of hazardous locations and the selection of equipment for use in such locations
SANS 10089-2	The petroleum industry Part 2: Electrical and other installations in the distribution and marketing sector
SANS 10142-1	The wiring of premises Part 1: Low-voltage installations
EN 15714-2	Industrial valves - actuators part 2: electric actuators for industrial valves - basic requirements
OHS Act	Occupational Health and Safety Act No. 85 of 1993 as amended

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4. SPECIFICATION FOR MULTI-TURN ELECTRIC ACTUATORS

4.1 General

The actuators shall be suitable for use on a nominal 400 volt, 3 phase, 50Hz power supply and are to incorporate motor, integral reversing starter, local control facilities and terminals for remote control and indication connections housed within a self-contained, sealed enclosure.

In order to maintain the integrity of the enclosure, setting of the torque levels, position limits and configuration of the indication contacts etc. shall be carried out without the removal of any actuator covers. Sufficient commissioning tools shall be provided with the actuators and must meet the enclosure protection and certification levels of the actuators. Commissioning tools shall not form an integral part of the actuator and must be removable for secure storage / authorised release.

The actuator shall include a device to ensure that the motor runs with the correct rotation for the required direction of valve travel irrespective of the connection sequence of the power supply

4.2 Environmental

4.2.1 Actuators shall be suitable for indoor and outdoor use. The actuator shall be capable of functioning in an ambient temperature ranging from -33°C (22°F) to 70°C (140°F), up to 100% relative humidity, sea level and altitudes of 1800m above sea level. Actuators for hazardous area applications shall meet the area classification, gas group and surface temperature requirements specified in the data sheet.

4.3 Actuator Sizing

4.3.1 The torque of the actuator shall be sized such that it allows for a minimum of 30% oversizing of the actuator, with respect to the *valve breaking torque*.

4.3.2 The actuator shall be sized to guarantee valve closure at the specified differential pressure and temperature. The safety margin of motor power available for seating and unseating the valve shall be sufficient to ensure torque switch trip at maximum valve torque with the supply voltage 10% below nominal.

4.4 Motor

4.4.1 The motor shall be suitable for use on nominal 400 volt - 3 phase - 50 Hz power supply.

4.4.2 It shall be a Class F insulated squirrel cage motor of high torque low inertia design, class F insulated with a class B temperature rise giving a time rating of 15 minutes at 40°C (104°F) at an average load of at least 33% of maximum valve torque.

4.4.3 Inherent burn-out protection must be embedded in the thermostats, with facility for by-passing under emergency shutdown control.

4.4.4 Electrical and mechanical disconnection of the motor should be possible without draining the lubricant from the actuator gear case.

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4.5 Motor Protection

- 4.5.1 Protection shall be provided for the motor as follows:
- Stall - the motor shall be de-energized within 8 seconds in the event of a stall when attempting to unseat a jammed valve.
 - Over temperature - thermostat will cause tripping of the motor. Auto-reset on cooling.
 - Single phasing - lost phase protection.
 - Direction – phase rotation correction

4.6 Integral Starter and Transformer

- 4.6.1 The reversing starter, control transformer and local controls shall be integral with the valve actuator, suitably housed to prevent breathing and condensation. The starter shall be suitable for 60 starts per hour and of rating appropriate to motor size. The controls supply transformer shall be fed from two of the incoming three phases and incorporate overload protection. It shall have the necessary tapping and be adequately rated to provide power for the following functions:
- Energising of the contactor coils.
 - 24V DC or 110V AC output for remote controls (maximum 5W/VA)
 - Supply for all the internal electrical circuits.

4.7 Local Controls

- 4.7.1 The actuator shall incorporate local controls for Open, Close and Stop and a Local/Stop/Remote mode selector switch lockable in any one of the following three positions: local control only, stop (no electrical operation), remote control plus local stop only. It shall be possible to select maintained or non-maintained local control.
- 4.7.2 The local controls shall be arranged so that the direction of valve travel can be reversed without the necessity of stopping the actuator.
- 4.7.3 The local controls and display shall be rotatable through increments of 90 degrees to suit valve and actuator orientation.

4.8 Remote Control Facilities

- 4.8.1 The necessary control, wiring and terminals shall be provided integral to the actuator enclosure. Open and close external interlocks shall be made available to inhibit local and remote valve opening / closing control. It shall be possible to configure the interlocks to be active in remote control only.
- 4.8.2 Remote control signals fed from an internal 24V DC (or 110VAC) supply and/or from an external supply between 20V and 60 VDC or 40V and 120VAC, to be suitable for any one or more of the following methods of control:
- Open, Close and Stop control.
 - Open and Close maintained or “push to run” (inching) control.
 - Overriding Emergency Shut-down to close (or open) valve from a normally closed or open contact.
 - Two-wire control, energise to close (or open), de-energise to open (or close).

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- 4.8.3 Additionally provision shall be made for a separate 'drive enable' input to prevent any unwanted electrical operation.
- 4.8.4 It shall be possible to reverse valve travel without the necessity of stopping the actuator. The motor starter shall be protected from excessive current surges during rapid travel reversal. The internal circuits associated with the remote control and monitoring functions are to be designed to withstand simulated lightning impulses of up to 2kV.
- 4.8.5 Provision shall be made for operation by distributed control system utilising the following network systems:
- Profibus
 - Modbus
 - Foundation Fieldbus
 - Pakscan (wired and wireless)
 - HART

4.9 Remote Valve Position and Status Indication

- 4.9.1 The actuator shall be fitted with "remote" input relay facilities having the following operating functions:
Open - Close – Stop/maintain - Emergency Shut Down – Open interlock and closed interlock.
- 4.9.2 The abovementioned controls shall be fed from the actuators 24V DC supply or from external supplies of 20 - 60 V AC/DC or 60 - 120 V AC.
- 4.9.3 The internal control gear design shall ensure secure fitment of all components and control cards so as to withstand continuous vibration of external pipe manifolds. All terminals and control gear shall be secured by utilizing self-locking nuts.
- 4.9.4 Four contacts shall be provided which can be selected to indicate any position of the valve; Provision shall be made for the selection of a normally closed or open contact form. Contacts shall maintain and update position indication during handwheel operation when all external power to the actuator is isolated.
- 4.9.5 The contacts shall be rated for 5mA to 5A, 120V AC, 30V DC.
- 4.9.6 As an alternative to providing valve position indication any of the four above contacts shall be selectable to signal one of the following:
- Valve opening, closing or moving
 - Thermostat tripped, lost phase
 - Motor tripped on torque in mid travel, motor stalled
 - Remote selected
 - Actuator being operated by handwheel
 - Actuator fault

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4.10 Local Position Indication

- 4.10.1 The actuator display shall include a dedicated numeric/symbol digital position indicator displaying valve position from fully open to fully close in 0.1% increments.
- 4.10.2 Valve closed and open positions shall be indicated by symbols showing valve position in relation to the pipework to ensure that valve status is clearly interpreted.
- 4.10.3 With mains power connected, the display shall be backlit to enhance contrast at all ambient light levels and shall be legible from a distance of at least 5m (16ft).
- 4.10.4 Red, green, and yellow LEDs corresponding to open, closed and intermediate valve positions shall be included on the actuator display when power is switched on. The yellow LED should also be fully programmable for on/off, blinker and fault indication.
- 4.10.5 The digital display shall be maintained and updated during handwheel operation when mains power to the actuator is isolated.
- 4.10.6 The LCD glass shall be resistant to environmental conditions and UV radiation or abrasive materials.
- 4.10.7 The local controls and display shall be rotatable through increments of 90 degrees to suit valve and actuator orientation.

4.11 Monitor relay

- 4.11.1 A configurable monitor relay shall be provided as standard, which can be used to indicate either Availability or Fault. The relay should be a spring return type with a Normally Open / Normally Closed contact pre-wired to the terminal bung.
- 4.11.2 The Monitor (availability or fault) relay, being energized from the control transformer will de-energise under any one or more the following conditions:
- Loss of one or more of the power supply phases
 - Loss of control circuit supply
 - Local control selected
 - Actuator control selected to Local or Stop
 - Motor thermostat tripped
 - Actuator internal fault

4.12 Torque and Limits

- 4.12.1 Torque and turns limitation to be adjustable as follows:
- Position setting range – multi-turn: 2.5 to 100,000 turns, with resolution to 7.5 deg. of actuator output.
 - Torque setting: 40% to 100% rated torque.
- 4.12.2 Position measurement – Absolute position measurement should be incorporated within the actuator. The technology must be capable of reliably measuring position even in the case of a single fault or loss of the supply voltage. The design must be simple with the

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minimum amount of moving parts. Technologies such as LEDs or potentiometers for position measurement are considered unreliable and therefore not preferred.

- 4.12.3 Measurement of torque shall be from direct measurement of force at the output of the actuator. Methods of determining torque-using data derived from the motor such as motor speed, current, flux, etc are not acceptable.
- 4.12.4 Electronic "latching" shall be a standard feature of the torque sensing system to inhibit torque off during unseating/ starting, and reversing in mid travel against high inertia loads.
- 4.12.5 The valve position data must be maintained in the event of manual operation of the valve during isolation or loss of power supply.
- 4.12.6 Torque settings and general operation settings shall be set via a remote handheld setting tool and not via a personal or laptop computer.

4.13 Terminals and Cable Entry

- 4.13.1 A single separately sealed compartment shall contain a solid terminal block for power and control terminations.
- 4.13.2 Internal wiring shall be tropical grade PVC insulated stranded cable of appropriate size for the control and 3-phase power. Each wire shall be clearly identified at each end. The terminals shall be embedded in a terminal block of high tracking resistance compound.
- 4.13.3 The terminal compartment shall be separated from the inner electrical components of the actuator by means of a watertight seal and shall be provided with a minimum of 3 threaded cable entries of size M20. The center entry shall be equipped / fitted with a "EXD" flameproof plug.
- 4.13.4 All wiring supplied as part of the actuator to be contained within the main enclosure for physical and environmental protection. External conduit connections between components are not acceptable. A durable terminal identification card showing a plan of terminals shall be provided attached to the inside of the terminal box cover indicating:
- Serial number
 - External voltage values
 - Wiring diagram number
 - Terminal layout

4.14 Hand Operation

- 4.14.1 A handwheel shall be provided for emergency operation, engaged when the motor is declutched by a lever or similar means, the drive being restored to electrical operation automatically by starting the motor. The handwheel or selection lever shall not move on restoration of motor drive. Provision shall be made for the hand/auto selection lever to be locked in both hand and auto positions. It should be possible to select hand operation while the actuator is running or start the actuator motor while the hand/auto selection lever is locked in hand without damage to the drive train.

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- 4.14.2 Clockwise operation of the handwheel shall give closing movement of the valve unless otherwise stated in the data sheet. For linear valve types the actuator handwheel drive must be mechanically independent of the motor drive and should be such as to permit valve operation in a reasonable time with a manual force not exceeding 400N through stroke and 800N for seating/unseating of the valve

4.15 Drive Interface

- 4.15.1 The actuator shall be furnished with a drive bushing that is easily detachable for machining to suit the valve stem or gearbox input shaft. The drive bush shall be positioned in a detachable base of the actuator. Thrust bearings shall be sealed for life and the base shall be capable of withstanding five times the rated thrust of the actuator.

4.16 Gearing

- 4.16.1 The actuator gearing shall be totally enclosed in an oil-filled gearcase suitable for operation at any angle. Grease lubrication is not permissible. All drive gearing and components must be of metal construction and incorporate a lost-motion hammerblow feature.
- 4.16.2 For rising spindle valves the output shaft shall be hollow to accept a rising stem, and incorporate thrust bearings of the ball or roller type at the base of the actuator. The design should be such as to permit the opening of the gearcase for inspection or disassembled without releasing the stem thrust or taking the valve out of service.
- 4.16.3 For 90° operating type of valves (Four-Way Diverter Valves) drive gearing shall be self-locking to prevent the valve back-driving the actuator.

4.17 Valve Position Transmitter

- 4.17.1 The actuator shall provide a contactless, internally fed 4 - 20 mA analogue signal which shall be proportional to the valve position and selectable for minimum signal corresponding to fully Closed or Open with automatic zero span setting.
- 4.17.2 OPTION – Only if specified: The actuator shall be equipped with a function as to change position ranging from 0% to 100% if pulsed from a remote 4 to 20mA control signal.

4.18 Speed Of Operation

- 4.18.1 The valve supplier shall specify the opening and closing times.

4.19 Guarantee

- 4.19.1 The actuator shall be subject to a guarantee for a period of one year against faulty and/or inferior workmanship and material.
- 4.19.2 The guarantee period shall commence the day the actuator is commissioned and accepted by Transnet Pipelines.

4.20 Drawings / Diagrams

- 4.20.1 Detailed drawings and circuit diagrams shall be supplied with the actuator

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4.21 Flameproof Certificates

- 4.21.1 A certificate must be issued by an approved inspection authority, certifying that the actuator has been found, through inspection and testing, to be constructed in accordance with standards listed under clause 3, of this document, and suitable for use in Zone 1 locations.

4.22 Commissioning Kit

- 4.22.1 Each actuator shall be supplied with a start-up kit comprising installation instruction manual, electrical wiring diagram and cover seals to make good any site losses during the commissioning period. In addition, sufficient actuator commissioning tools shall be supplied to enable actuator set up and adjustment during valve/actuator testing and site installation commissioning.

4.23 Performance and Test Certificate

- 4.23.1 Each actuator must be performance tested and individual test certificates shall be supplied free of charge. The test equipment should simulate a typical valve load, and the following parameters should be recorded.
- Current at maximum torque setting
 - Torque at maximum torque setting
 - Flash test voltage
 - Actuator output speed or operating time.
- 4.23.2 In addition, the test certificate should record details of specification such as gear ratios for both manual and automatic and second stage gearing if provided, drive closing direction, wiring diagram number.

5. APPENDICES

- 5.1 Appendix 1 - "Technical Data Sheet"
This appendix calls for specific technical information to be furnished with tenders.
- 5.2 Appendix 1 will be used during adjudication of tenders to assess the equipment offered.
- 5.3 Equipment described in appendix 1 shall be supplied by the successful tenderers and no changes or substitutions will be allowed without the written consent of Transnet Pipelines.
- 5.4 Acceptance of the equipment detailed in appendix 1 by Transnet Pipelines in no way relieves the tenderer of his obligation to fulfill his statement of compliance with the specification.
- 5.5 The tenderer is responsible for the accuracy of information submitted in this appendix.

6. COMPLIANCE

- 6.1 Tenders shall submit their main offers in terms of this specification. Deviations from the laid down requirements, which are of a minor nature and do not depart materially from the specification will be considered at the discretion of the Chief Executive, Transnet Pipelines.


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- 6.2 Tenders shall indicate paragraph by paragraph either that their offers comply in every respect with this specification, or, if not, precisely how they differ.
- 6.3 A broad statement to the effect that the equipment is in accordance with the specification is not acceptable.
- 6.4 Failure to comply with the above requirements may preclude a tenderer from consideration.

7. APPENDIX 1 - Technical Data Sheet

MANUFACTURER'S GENERAL PARTICULARS AND GUARANTEES

(Information to be supplied by Tenders.)

GENERAL	1	Tag No					
	2	Service					
	3	Line No	P&ID No				
	4	Area Classification					
	5	Power Failure Position	Leakage Class				
	6	Ambient Temperature	Humidity	°C	%	RH	
PIPE LINE	7	Line Size and Schedule	Inlet	Outlet			
	8	Line Material	Line Insulated				
	9	Design Pressure	Min	Max	kPa-g	kPa-g	
	10	Design Temperature	Min	Max	°C	°C	
PROCESS CONDITIONS	11	Process Fluid					
	12	Fluid Inlet State	Fluid Inlet Phase				
	13	Shutoff Differential Pressure					
	14			Units	Min	Norm	Max
	15	Flow Rate		m³/h			
	16	Inlet Pressure		kPa			
	17	Pressure Drop Across Valve		kPa			
	18	Inlet Temperature		°C			
	19	Inlet Density		kg/m³			
	20	Inlet Viscosity		cP			
	21	Density @ Reference Conditions		kg/m³			
	22						
	23						
	24						
CALCULATED RESULTS	25	Flow Coefficient CV					
	26	Noise Level (dBA)					
	27	Flow Conditions					
	28	Stroke Time Open	Stroke Time Close				
BODY	29	MFR	Model				
	30	Serial No					
	31	Body Type	Size				
	32	Body Material					
	33	Face to Face Dim					
	34	End Connect & Rating					
	35	Face Finish					
	36	Bleed System					
TRIM	37	Bonnet Type					
	38	Configuration					
	39	Seal Material					
	40	Plug/ Ball/ Disk Mat					
	41	Seat Mat	Stem Mat				
	42	Stem Packing					
	43	Bearing Material					
	44	Trim Size	Rated CV				
GEAR BOX	45	Make	Type				
	46	Model					
	47	Gear Ratio					
	48	Connection					
ACTUATOR	49	MFR	Type				
	50	Model					
	51	Serial No					
	52	Size					
	53	Fail Safe	Position				
	54	Handwheel	Gearbox				
	55	Travel Stops	Travel	%			
	56	Position Indication					
ACTUATOR	57	Local Display					
	58	SIL Monitoring Relay					
	59	Vlv Torque Break					
	60	Act Torque Break					
	61	Lockable Remote Switch					
	62	Cp Protection					
	63	Painting					
	64	Protection Method					
ELECTRICAL CONNECTION	65	IP Rating					
	66	Motor Rating kw					
	67	Motor Speed (RPM)					
	68	Supply	Voltage	Vac			
	69	Cable Entries					
	70	Signal	Input				
	71	ESD Connection					
	72	EEx Rating					
SWITCHBOX / FEEDBACKS	73	MFR	Model				
	74	Open / Closed					
	75	Remote / Local					
	76	IS Rating	IP Rating				
	77	Switch Type					
	78	Housing Material					
	79	Mounting					
	80	Switch Rating					
CERTIFICATE REQUIRED	81	Haz Area Certificates					
	82	Pressure Test Certificate					
	83	Leakage					
	84	Calibration Certificate					
	85	Material Certificates					
PURCHASE	86	Manufacturer					
	87	Model					
	88	Supplier					
Notes: 1. See Pipeline Spec.2684358-U-A00-PI-SP-011 2. See Drawing No. 2684358-J-A00-IN-DG-001 3. See Technical Spec 2684358-U-A00-PI-SP-032							
PROJECT PROJ No							
Instrument Specification Actuated On/Off Valve				No OLD DOC No CLIENT No			
REV	DATE	BY	REMARKS	CHKD:	APRVD:	CODE No : SHEET : 1 REV : 02	