Transnet SOC Ltd
Registration No.
1990/000900/30

To	All Tenderers
From	TPL Procurement
Date	30 October 2026
Subject	Addendum No. 1
Pages	3

TENDER NO. TPL/2026/08/0578/10542/RFP

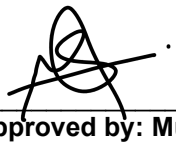
Engineering, Procurement and Construction of the Howick Pump Station Fire System Upgrade

Attached for your attention is a copy of Addendum No. 1 dated 30 October 2026.

Endorsement should be made on the Request for Proposal (Returnable Document T2.2-12 Record of addenda to tender documents) that Addendum No. 1 dated 30 October 2026 has been received and taken into account in submitting your tender.

*Please acknowledge receipt of this Addendum before the closing date of tender.

Compiled by: Rory Torr
Procurement Manager
Date: 30/10/2026



Approved by: Mumtaz Peters
General Manager Procurement TPL
Date: 30/10/2026

Transnet SOC Ltd
Registration No.
1990/000900/30

TRANSNET SOC LTD

TENDER NO. TPL/2026/08/0578/10542/RFP

Engineering, Procurement and Construction of the Howick Pump Station Fire System Upgrade

ADDENDUM NO. 1 **DATE: 30 October 2026**

The following information is furnished in addition to, in amplification and substitution of, matters contained in the Request for Proposal (RFP) issued in respect of the above-mentioned work.

CHANGES TO REQUEST FOR PROPOSAL SUBMISSION

1. Minutes of Briefing session held on 23 October 2026. Refer **(Annexure 1)**

2. Amended Contract Data specifically Part one - Data provided by the Employer Core Clause 84.1 level of PI confirmed; secondary Option X5 & X7 Sectional Completion and delay damages used together; Z5 Additional clauses relating to Key Dates ; Z14Additional clauses relating to reasons for termination and Part two data Clause 24.1 Refer (**Annexure 2)** - Howick EPC Contract Data Rev6 29-10-2026 which replaces the original advertised documents as highlighted

3. Briefing Session presentation refer (**Annexure 3**)

4. Annexure A.4.2 (Navisworks conceptual model) and Annexure B.1.2 (Surveys and Investigations – Point Cloud) were not included as downloadable documents with the tender due to file size, but can be downloaded from the link provided below.
   Howick Annexure A.4.2 and Annexure B.1.2

   Should Bidders have access issues please email rory.torr@transnet.net

Transnet SOC Ltd
Registration No.
1990/000900/30

TRANSNET SOC LTD

TPL/2026/07/0460/8583/RFP

Engineering, Procurement and Construction of the Witbank Depot Fire System Upgrade.

ADDENDUM NO. 1 **DATE: 30 October 2026**

This is to certify that we _____ have received Addendum No.1 dated 30 October 2026.

Please email this form to rory.torr@transnet.net before the closing date of the tender and include with your final tender submission as part of returnable T2.2-12 Record of addenda to tender documents

_____
RESPONDENT

DATE: _____

WITNESSES: _____

Minutes of Transnet Pipelines Tender Briefing for

TENDER NUMBER: TPL/2026/08/0578/10542/RFP

ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE HOWICK PUMP STATION FIRE SYSTEM UPGRADE

Date: 23 October 2026

Time: 10h00

Venue: Howick Pump Station – Old Main Road, Howick, KZN

Attendance: As per the briefing register attached to these minutes **(Annexure A)**

Transnet Pipelines Representatives
Messrs:

Rory Torr	:	Senior Strategic Sourcing Manager (RT)
Sishosonke Dlamini	:	Acting Project Director (SD)
Thembelani Emanuel	:	Contracts Manager - online (TE)
Samukelisiwe Qwabe	:	Senior Quantity Surveyor – Apologies
Thulani Manana	:	SHERQ Manager – online (TM)
Pieter Jacobs	:	Fire Specialist (PJ)
Blake Jones	:	Engineering Manager Grey Jones – (BJ)
Giselle Nursoo	:	Snr Supplier Development Manager - online (GN)
Jody Allan	:	QA/QC manager – Apologies

Discussion Point	**Responsible person/ Resolution**
1. **OPENING** Attendees were welcomed to the compulsory session. The agenda mentioned below was discussed: • Welcome & Safety talk • Introduction of TPL Team • Project Purpose • Scope of Services and Specifications/Annexures • Commercial - Tender Process: Tendering Procedure and clarification of Returnables • Pricing Instructions & Pricing Schedule and Contract Data • Technical Evaluation Criteria • Questions **REFFER TO THE TENDER BRIEFING PRESENTATION FOR MORE DETAILS (Annexure 2 of addendum #1)**	RT
2. SAFETY INDUCTION TM commenced with safety procedure, covering: Evacuation routes, restrictions on lift usage, assembly points, and emergency protocols..	PJ

3. Introduction of the TPL Project

The TPL Project team was introduced as follows:

Rory Torr	:	Senior Strategic Sourcing Manager (RT)	RT
Sishosonke Dlamini	:	Acting Project Director (SD)	
Thembelani Emanuel	:	Contracts Manager - online (TE)	
Samukelisiwe Qwabe	:	Senior Quantity Surveyor – Apologies	
Thulani Manana	:	SHERQ Manager – online (TM)	
Pieter Jacobs	:	Fire Specialist (PJ)	
Blake Jones	:	Engineering Manager Grey Jones – (BJ)	
Giselle Nursoo	:	Snr Supplier Development Manager - online (GN)	
Jody Allan	:	QA/QC manager – Apologies	

4. Project Purpose

The project is to replace and upgrade the existing fire-protection system at the operational Howick Pump Station, as the current system has reached the end of its useful life and is inadequate for the site's present risk profile.
The new system must:

- Comply with current SANS requirements and Transnet fire-protection standards.
- Provide adequate protection against fire, safety and operational risks.
- Be engineered, procured, constructed and commissioned while the pump station remains operational, with works coordinated to avoid interruption to product receipt, storage and distribution.

BJ

5. Scope of Services

The scope is a full EPC delivery covering detailed engineering/design, procurement, construction, installation, testing, commissioning and handover of the replacement fire-protection system. The contractor assumes responsibility for the detailed engineering and professional design, based on conceptual information supplied by the Employer.

Key works include:

- New fire-water storage tanks
- Fire pump house and containerised fire pumps
- Foam concentrate and suppression systems
- Fire alarm and control systems
- Associated piping and infrastructure
- Testing, commissioning and operational training

Engineering, procurement, construction, commissioning and handover of a new fire protection system including water tanks, pump house, fire pumps, foam systems, alarm/control systems and piping network.

Contractor Responsibilities

Detailed design, statutory approvals, municipal plan approval, construction, testing, commissioning, training, documentation and professional liability for design.

Key Constraints

Pump station remains operational, underground services must be identified before excavation, and work must be coordinated with operations.

Programming Requirements

Programme to be developed in Microsoft Project 2021+, resource-loaded, critical-path driven, with fortnightly reporting.

Commissioning and Completion

New system must be commissioned and accepted before decommissioning the existing system. Training, manuals and site reinstatement form part of final completion

BJ

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• Annexure A includes drawings provided by the Employer and Annexure B includes documents provided by the Employer. The Annexures included with the Works Information are packaged according to the groups listed within Section 6 of the Works Information, and cover the documents referenced therein. Annexure A.4.2 (Navisworks conceptual model) and Annexure B.1.2 (Surveys and Investigations – Point Cloud) were not included as downloadable documents with the tender due to file size, Bidders will be able to download from the link provided in addendum.	BJ
6. <u>Tender Process Overview</u> <u>Document Structure</u> Part T1: Procedures & tender data Part T2: Returnables C1: Form of Offer & Contract Data C2: Pricing Data (Option A - Activity Schedule) C3: Works Information <u>Eligibility Requirements</u> Submission of all returnables Prequalification: • Attendance at this compulsory briefing as per returnable T2-01. (Mandatory). • Eligibility in terms of the Construction Industry Development Board. CIDB Registration or Application as per returnable T2.2-02 for a 7ME or higher class of construction work, are eligible to have their tenders evaluated. (Mandatory) • Registration Critical Resources as per returnable T2.2-03 (Mandatory) Pricing loaded electronically on the new e-Supplier Portal (mandatory) —Paper/PDF price is not accepted alone and may render your bid as non-compliant. Tax compliance (TCS PIN), CSD registration. <u>Electronic Submission System (e-Supplier Portal)</u> Transnet Digital Procurement System (TDPS) Supplier Relations Management (SRM) Portal video was played to the attendees. It was further advised that the video is available on the portal. Suppliers must: Register and log intent to bid. Upload all mandatory/Essential documentation. Submit electronic pricing. System allows tracking, amendments before closing, and collaboration during contracting. <u>Evaluation Methodology</u> **Stage 1: Administrative responsiveness & Substantive responsiveness.** Pre-Qualification: • Attendance at this compulsory briefing as per returnable T2-01. (Mandatory). • Eligibility in terms of the Construction Industry Development Board. CIDB Registration or Application as per returnable T2.2-02 for a 7ME or higher class of construction work, are eligible to have their tenders evaluated. (Mandatory) • Registration Critical Resources as per returnable T2.2-03 (Mandatory) **Stage 2**: **Technical Evaluation Minimum threshold: 60 points** Criteria include: • T2.2-04 Key personnel experience (15 points) • T2.2-05 Company experience (25 points) • T2.2-06 Programme (structure & duration – 25 points) • T2.2-07 Project Execution Strategy (15 points) • T2.2-08 Health and Safety Requirements (10 points) • T2.2-09 Project Specific Organisational Chart (10 points)	RT BJ

Stage 3 & 4: Price & Specific Goals
80/20 or 90/10 PPPFA System
Price: 80 or 90 points
Specific goals: 20 or 10 points

- B-BBEE Level 1–2 = 10 or 5 points;
- 30% Black Women Owned Entities = 10 or 5 points
- Bidders are encouraged to participate regarding T2.2-20 : Schedule of Proposed Subcontractors to mitigate the risk of social unrest
- Bidders are encouraged to participate regarding returnable T2.2-19 : Job-Creation Schedule to mitigate the risk of social unrest
- Bidders to comply as per returnable T2.2-29 : Declaration of Understanding – Obligations of Contractor It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of April 2023.which will be 0.25% of tendered sum

GN

7. Contractual Framework

- **Contract:** NEC3 Engineering and Construction Contract
- **Main Option:** Option A (Priced Contract with Activity Schedule)
- **Dispute Resolution:** W1
- **Secondary Options Include:**
  - X1 – Price adjustment for inflation
  - X2 – Changes in law
  - X5 – Sectional Completion
  - X7 – Delay damages
  - X13 – Performance Bond
  - X16 – Retention
  - X18 – Limitation of liability
- Performance Guarantees and Bonds required
- Z Clauses Z1–Z31 apply

TE

8. Pricing and Tender Submission

8.1 Pricing Structure

- Summary Activity Schedule only
- Pricing to be entered into:
  - Pricing loaded electronically on the new e-Supplier Portal (mandatory) — Paper/PDF price is not accepted alone and may render your bid as non-compliant
- Provisional sums included for Escalation allowances, Provisional sums **must not be altered**

RT

8.2 Activity Schedules

- Detailed activity schedules and programmes:
  - Required post-award
  - Will align with summary schedule submitted with tender and accepted programme

9. Key Dates

Tender Closing : As per RFP (Currently 20 November 2026) at 16:00 (encouraged to submit early)
Validity Period : 12 weeks
Final Query Deadline: As per RFP (Currently 09 November 2026)

10. Governance, Communication & Clarification Rules

- All bidder queries must be submitted via the Transnet Digital Procurement System (TDPS).
- No technical questions would be formally answered verbally during the session.

- Any verbal explanations are non-binding.
- Formal responses will be:
    - Issued via TDPS
    - Shared with all bidders to ensure fairness and transparency

Direct engagement with project engineers outside SCM processes is not permitted

11. <u>Clarifications from Q&A</u>

The Q&A session starts at approximately 1:08:00 and there were only a handful of questions asked. Most detailed technical questions were deliberately deferred and bidders were instructed to submit them formally in writing.

Questions & Responses

1. What are the permitted working hours on site?

Question: Work times / working hours.
Response: The project team advised that the working hours are specified in the Works Information document and bidders should refer to that section.

2. Can the tender closing date be extended?

Question: Possibility of a tender extension.
Response: Transnet stated that extensions would only be considered for good cause. They noted that they also have project schedules to meet and do not intend granting unnecessary extensions. Any request should be submitted formally.

3. When is contract award expected?

Question: When will the tender be awarded?
Response: The indication given was that award would likely occur early in the next year, subject to completion of the evaluation process.

4. Are there Bills of Quantities (BOQs) or quantities available?

Question: Availability of quantities/BOQs.
Response: No. This is an EPC contract under NEC3 Option A, meaning bidders are expected to develop their own quantities, pricing and activity schedules. There is no employer-issued BOQ for pricing purposes.

5. How will off-site purchased equipment and materials be paid?

Question: Will materials and equipment be paid for before installation?
Response: Payment will be based on the accepted detailed activity schedule. The contractor's programme and cash flow requirements will be considered, and payment arrangements will be agreed through the accepted activity schedule structure.

6. Can bidders engage with other attendees for subcontracting opportunities?

Question: Whether contractors can interact with other companies after the briefing regarding subcontracting, QA, testing and related services.
Response: Yes. The briefing attendance register and minutes will be shared, and companies are free to interact and explore subcontracting or collaboration opportunities. The restriction is that bidders may not canvass Transnet staff regarding tender evaluation.

No technical questions were formally answered during the meeting. All technical and contractual clarifications must be submitted in writing and will be answered formally and distributed to all bidders.

Transnet expects bidders to take full EPC responsibility for quantities, design

development, programming and pricing, rather than relying on employer-provided quantities or detailed execution information.

12. <u>Site visit</u>

The Bidders and the Employer's team proceeded with a site walkaround of the Howick pump station and proceeded to show the Bidders the various operational functions of the depot and high level scope requirements for the same.

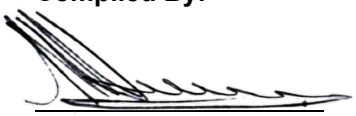
Site visit was concluded at 13h30.

The briefing primarily clarified **programme expectations, construction sequencing, maintaining the operational fire protection system during the works, site interfaces, security requirements and contract interpretation**. The strongest message was that the contractor's methodology and programme must accommodate continued operation of the existing fire protection arrangements until the new installation is commissioned, while formal tender ambiguities should be resolved through written clarifications

13. Closing

Participants were reminded to:
Ensure they sign the attendance register.
Obtain the compulsory attendance certificate.
Load all questions formally onto the e-Supplier portal

Complied By:



Rory Torr
Strategic Sourcing Specialist
Date: 30/10/2026

AnnexureA

Compulsory Briefing Session Attendance Register

PROJECT DESCRIPTION	TPL/2026/08/0578/10542/RFP ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE HOWICK PUMP STATION FIRE SYSTEM UPGRADE	**BOARD ROOM NUMBER**	**Howick Pump Station**	**CENTRE**		**Transnet Pipelines Howick Pump Station KZN**	
CHAIRPERSON	**RORY TORR**	**START DATE**	**23 October 2026**	**START TIME**	**10:00 AM**	**DURATION**	**2 hrs**

Attendees:

NO.	NAME & SURNAME	COMPANY NAME	CONTACT NUMBER	POSITION	EMAIL ADDRESS	SIGNATURE
01.	Andrew Smit	Fabricon	081 041 2391	QS	andrews@fabricon.co.za	
02.	[illegible] NGUBANE	DYNATRON GROUP	0120006630	REPRESENTATIVE	admin@dynatrongroup.com	
03.	CLIVE CRESSWELL	INNOVATIVE	0832486931	ENG. MANAGER	sales@hentiq2560.co.za	
04.	"	"	"	"	admin@hentiq2560.co.za	
05.	THRUNESH KISTNASAMI	THYSSENKRUPP UHDE	0835568696	BD MANAGER	THRUNESH.KISTNASAMI@THYSSENKRUPP.COM	
06.	Andrew Fraser	TK Uhde	082 354 5444	Estimator	andrew.fraser@thyssenkrupp.com	
07.	PAUL RAILTON	SPARTCON	0769813580	PROJECT MANAGER	paulr@spartcongroup.co.za	
08.	Sicelo Mngt	CALVADO	073 925 7720	Q.S	info@calvado.co.za	
09.	Wayne Stay	Stefanutti Stocks	078 217 1020	CM	coastal.tenders@stefstocks.com	
10.	Tom Winter	Stefanutti Stocks	079 432 7555	PM	tom.winter@stefstocks.com	
11.	SAAHIL DEBSEERSINGH	ITS NON-DESTRUCTIVE TESTING & INSPECTION SERV.	0603998071	REPRESENTATIVE	veron@ikaholdings.co.za	
12.	Juan Snyman	"	0603998071	Representative	veron@ikaholdings.co.za	

Transnet SOC Ltd

CONSENT TO DISCLOSE PERSONAL DETAILS IN COMPLIANCE WITH THE PROVISIONS OF PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013

By completing the register, you hereby consent that your personal details contained in the Attendance Register may be processed and further processed (incl. made available to External Parties) in compliance with the provisions of the Protection of Personal Information Act No 4 of 2013.

Tender No: TPL/2026/08/0578/10542/RFP ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE HOWICK PUMP STATION FIRE SYSTEM UPGRADE

NO.	NAME & SURNAME	COMPANY NAME	CONTACT NUMBER	POSITION	EMAIL ADDRESS	SIGNATURE
13.	LIONEL GOVENDER	M³D CONSTR.	0730561062	BUYER	tenders@mdconstruction.co.za	
14.	LEONARD GOVENDER	TROTECH	0845774942	QUANTITY MANAGER	leonard.g@trotechtanks.co.za.	
15.	INGE-MARIE YSSEL	EPCM BONISANA	084 663 1133	Mech & Proposal Engineer	tenders@epcmholdings.com	
16.	Ryan Layfield	Davcon Equipment	0733985953	Sales Engineer	ryan@davcon.co.za	
17.	Sabelo Thwala	Ream Engineering/ MKF JV	0724442998 0797163871	Driver	mkftradingprojects@gmail.com	
18.	Dumiso Mthunzi	Ciril Element	078 349 8977	Consultant Engineer	dumielee@gmail.com	
19.	"	Gasela Projects	"	Consultant Engineer	dumielee@gmail.com	
20.	Seki Mkhwanazi	Maswin Trading	0791905103	Consultant Engineer	maswint99@gmail.com	
21.	Siya Mxabo	Mabro Engineering	0635371279	Engineer	siya.mxabo@mabro.co.za	
22.	Marks Monareng	Thulatsepa / WALTMAYENGER	0795697558	Manager	walt.mayinger@gmail.com	
23.	XOLANI DLUDLU	ENELAD Pty LTD	010 030 0055	FOREMAN	PUKI@enelad.co.za	
24.	BAFANA VILAKAZI	PROCONICS	074 312 8793	ENGINEER	bafana.vilakazi@proconics.co.za	
25.	Zwelakhe Mbambo	Katrina Engineering	013 656 0129	Admin	katrinaeng1@gmail.com	
26.	Lanrique Green	Ungondo Projects	011 795 1699	Representative	admin@ungondo.co.za	
27.	Mokgethi Monareng	MBALI	0743265331	Management Rep	mokgethi@mbalisolutions.co.za	
28.	Batsina MKhabela	Mbali Industrial solutions	079 962 4451	Dr	handi@mbalisolutions.co.za	
29.	TERRANCE TROTTER	INPAL/SIZANANI	083 8829 615	TECH. SALES. REP	TERRANCE@912VALVE.CO.ZA	
30.	MARIO NOEL	MOLI INSPECTION	0764496211	MANAGER	ADMIN@MOLIINSPECTIONSOLUTIONS.CO.ZA	
31.	~~Sithamamba (PTY)~~					
32.	[illegible]	Silumzamba	0836311788	manager	[illegible]@elad2inywe@gmail.com	
33.	[illegible]	BRILLIANT ENG	0840741090	Dr. S	VUSgood@gmail.com	
34.	Sishosonke Dlamini	TPL	0605694459	PPM	Sishosonke.Dlamini@transnet.net	

Transnet SOC Ltd

CONSENT TO DISCLOSE PERSONAL DETAILS IN COMPLIANCE WITH THE PROVISIONS OF PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013

By completing the register, you hereby consent that your personal details contained in the Attendance Register may be processed and further processed (incl. made available to External Parties) in compliance with the provisions of the Protection of Personal Information Act No 4 of 2013.

Tender No: TPL/2026/08/0578/10542/RFP ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE HOWICK PUMP STATION FIRE SYSTEM UPGRADE

NO.	NAME & SURNAME	COMPANY NAME	CONTACT NUMBER	POSITION	EMAIL ADDRESS	SIGNATURE
35.	Roby Roos.	TPL.	031 815 9770.	Snr. Str. Servicing Mgr.	roby.roos@transnet.net	
36						
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VOID

CONSENT TO DISCLOSE PERSONAL DETAILS IN COMPLIANCE WITH THE PROVISIONS OF PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013

By completing the register, you hereby consent that your personal details contained in the Attendance Register may be processed and further processed (incl. made available to External Parties) in compliance with the provisions of the Protection of Personal Information Act No 4 of 2013.

Tender No: TPL/2026/08/0578/10542/RFP ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE HOWICK PUMP STATION FIRE SYSTEM UPGRADE

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options and secondary Options of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	**X1: Price adjustment for inflation** **X2: Changes in the law** **X5: Sectional completions** **X7: Delay damages** **X13: Performance Bond** **X16: Retention** **X18: Limitation of liability** **Z: *Additional conditions of contract*** **Z1 Additional clauses relating to Identified and Defined Terms – Refer to Core Clause 11.** **Z2 Additional clause relating to Interpretation of Law – Refer to Core Clause 12** **Z3 Additional clause relating to Communications – Refer to Core Clause 13** **Z4 Additional clause relating to Anti-Corruption Act** **Z5 Additional clauses relating to Key Dates – Refer to Core Clause 25** **Z6 Additional clauses relating to other responsibilities – Refer to Core Clause 27** **Z7 Additional clause relating to access and use of the Site – Refer to Core Clauses 31 and 33**

Z8 **Additional clauses relating to correcting Defects – Refer to Core Clause 43**

Z9 **Additional clauses relating to payment – Refer to Core Clause 50, 51 and 52**

Z10 **Additional clauses relating to compensation events – Refer to Core Clause 60**

Z11 **Additional clauses relating to the *Project Manager's* time periods for responding to compensation events – Refer to Core Clause 61.4, 62.6 and 64.4**

Z12 **Additional clauses relating to risks and insurance – Refer to Core Clause 83**

Z13 **Additional clause relating to termination – Refer to Core Clause 90**

Z14 **Additional clauses relating to reasons for termination – Refer to Core Clause 91**

Z15 **Additional clause relating to Secondary Option X13 – Performance bond**

Z16 **Additional clauses relating to Secondary Option X18 Limitation of liability**

Z17 **Right to conduct screening through SSA**

Z18 **Additional Clause Relating to Collusion in the Construction Industry**

Z19 **Protection of Personal Information Act**

Z20 **Intellectual Property**

Z21 **Assignment**

Z22 ***Employer's*** **right to take appropriate action**

Z23 ***Employer's*** **step-in rights**

Z24 **Design Review by the *Employer***

Z25 **Waiver of Lien**

Z26 **Proposed Contractor's key persons**

Z27 **Obligations in respect of Job Creation**

Z28 **Obligations in respect of the Sub Contracting**

Z29 **Additional clauses relating to the Shorter Schedule of Cost Components (SSCC)**

		Z30 Obligations in respect of the CSDG goals **Z31 Provisional Activities in the Activity Schedule**
10.1	The *Employer* is:	**Transnet SOC Ltd** **(Registration No. 1990/000900/30)**
	Address	Registered address: **Transnet Corporate Centre** **138 Eloff Street** **Braamfontein** **Johannesburg** **2000**
	Having elected its Contractual Address for the purposes of this contract as:	**Transnet Pipelines** **202 Anton Lembede Street** **Durban** **4001**
10.1	The *Project Manager* is: (Name)	**To be confirmed**
	Address	**202 Anton Lembede Street** **Durban** **4001**
	Tel	**To be confirmed**
	e-mail	**To be confirmed**
10.1	The *Supervisor* is: (Name)	**To be confirmed**
	Address	**202 Anton Lembede Street** **Durban** **4001**
	Tel No.	**To be confirmed**
	e-mail	**To be confirmed**
11.2(13)	The *works* are	**Engineering, Procurement and Construction of the Howick Pump Station Fire System Upgrade**
11.2(14)	The following matters will be included in the Risk Register	**All those matters recorded in accordance with Clause 16.1 of the Contract.**
11.2(15)	The *boundaries of the site* are	**As stated in Part C4.1. "Description of the Site"**
11.2(16)	The Site Information is in	**Part C4**
11.2(19)	The Works Information is in	**Part C3**
12.2	The *law of the contract* is the law of	**the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.**
13.1	The *language of this contract* is	**English**

13.3	The *period for reply* is	**2 (two) weeks for all project communications.**
2	**The *Contractor*'s main responsibilities**	**No additional data is required for this section of the *conditions of contract*.**
3	**Time**	
11.2(3)	The *completion date* for the whole of the *works* is	**Fifteen (15) Months from contract award**
11.2(9)	The *key date*s and the *condition*s to be met are:	

Key Date	Key Date Condition	Date Condition to be Achieved
Key Date 1	The *Contractor* has obtained all required municipal plan approvals in accordance with Works Information and the *Project Manager* has given written confirmation that on-site construction activities may commence.	To be confirmed
Key Date 2	FEED Stage Complete	To be confirmed

30.1	The *access dates* are	**1**	**Access to the Site for visual surveys, investigations and testing that does not involve demolition, modification or construction related activities is To be confirmed, but no earlier than compliance with the *Employers* Health, Safety, Environmental and Security Requirements prior to accessing the Site.**
		2	**Access to the Site to commence construction activities will be provided when:**
		2.1	**The Contractor has provided the necessary information to the *Employer* for the Construction Permit and the permit has been issued by the Department of Labour and Employment in accordance with the Construction Regulations (latest revision).**
		2.2	**The Contractor has submitted the Health and Safety File and this has been accepted by the *Project Manager*.**
		2.3	**The *Contractor* has complied with Section 3.3 of the Works Information relating to Plan Approvals.**

31.1	The *Contractor* is to submit a first programme for acceptance within	**4 weeks of the Contract Date.**
31.2	The *starting date* is	**To be confirmed**
32.2	The *Contractor* submits revised programmes at intervals no longer than	**4 weeks.**
4	**Testing and Defects**	
42.2	The *defects date* is	**52 (fifty two) weeks after Completion of the whole of the *works*.**
43.2	The *defect correction period* is	**2 weeks**
5	**Payment**	
50.1	The *assessment interval* is monthly on the	**15th (fifteenth) day of each successive month.**
51.1	The *currency of this contract* 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 *interest rate* is	**the prime lending rate of Rand Merchant Bank of South Africa.**
6	**Compensation events**	
60.1(13)	The *weather measurements* to be recorded for each calendar month are,	**The number of days with rainfall more than 10 mm.** **The number of days with minimum air temperature less than 0 degrees Celsius.** **The number of hours wind speed measurements exceeded 30 km/h.** **The number of days with snow lying at 08:00 hours South African Time.**
	The place where weather is to be recorded (on the Site) is:	**The *Contractor* is required to install a weather gauge on his Site establishment area.**
	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:	**Howick South African weather service station with co-ordinates: Lat -25.8323 and Long 29.1921**
	and which are available from:	**South African Weather Service 012 367 6023 or info3@weathersa.co.za / salesdbn@weathersa.co.za**

7	**Title**	**No additional data is required for this section of the *conditions of contract*.**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**None**
84.1	The *Employer* provides these insurances from the Insurance Table	
	1 Insurance against:	**Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**
	Cover / indemnity:	**to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**as stated in the insurance policy for Contract Works / Public Liability and which is payable by the Contractor for each insurance claim**
	2 Insurance against:	**Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are	**as stated in the insurance policy for Contract Works / Public Liability and which is payable by the Contractor for each insurance claim**
	3 Insurance against:	**Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**
	Cover / indemnity	**Is to the extent as stated in the insurance policy for Contract Works / Public Liability**
	The deductibles are:	**As stated in the insurance policy for Contract Works / Public Liability and which is payable by the Contractor for each insurance claim**
	4 Insurance against:	**Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon**
	Cover / indemnity	**Cover / indemnity is to the extent provided by the SASRIA coupon**

	The deductibles are	**The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.**
	Note:	**The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."**
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is	**The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.**
	The *Contractor* provides these additional Insurances	**1** **Where the contract requires that the design of any part of the works shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that Professional Indemnity insurance cover for not less than R 5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims in connection therewith has been affected.**
		2 **Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
		3 **Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
		4 **Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.**

		5	**The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor.***
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is		**Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.**
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:		**Principal Controlled Insurance policy for Contract**
9	**Termination**	**Refer to Clauses Z13 and Z14**	
10	**Data for main Option clause**		
A	**Priced contract with Activity Schedule**	**No additional data is required for this Option.**	
11	**Data for Option W1**		
W1.1	The *Adjudicator* is	**Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the Chairman of the Association of Arbitrators will appoint an *Adjudicator.***	
W1.2(3)	The *Adjudicator nominating body* is: If no *Adjudicator nominating body* is entered, it is:	**The Chairman of the Association of Arbitrators (Southern Africa)** **the Association of Arbitrators (Southern Africa)**	

W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**
	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 - if the arbitration procedure does not state who selects an arbitrator, is	**The Chairman of the Association of Arbitrators (Southern Africa)**
12	**Data for secondary Option clauses**	
X1	**Price adjustment for inflation**	
X1.1	**The proportions used to calculate the Price Adjustment Factor are:**	

Pro-portion	**linked to index for**	**Index prepared by**
0.12	**Labour (People)**	**The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa**
0.05	**Plant (Equipment)**	**The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.**
0.1	**Material (Civil)**	**The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.**
0.07	**Material (Electrical)**	**The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa**
0.5	**Material (Mechanical)**	**The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa**

	0.01	**Fuel**	**The "Fuel" index in Table E (Consumer price indices for all urban areas (concluded) of the Statistical Release P0141 CPI Index" published by Statistics South Africa.**
	0.15	**Non-adjustable**	
	1	**Total**	
X2	**Changes in the law**	**No additional data is required for this Option**	
X5	**Sectional Completions**		

X5.1	The completion date for each section of the works is:	***Section***	**Description**	***Completion date***
		1. Section 1	Ready for Operation Certificate of the new fire water storage tank and temporary tie-in to the existing fire system Accepted by the *Project Manager.*	To be confirmed
		2. Completion of the new fire system	Ready for Operation Certificate of the Complete New Fire System Accepted by the *Project Manager.'*	To be confirmed

X5 & X7	**Sectional Completion and delay damages used together**	
X5.1 X7.1	Delay damages for late Completion of the sections of the *works* and whole of the *works* are:	• **0.05% per day of the total of the Prices at the Contract Date, for the first 20 days of delay.** • **0.1% per day of the total of the Prices at the Contract Date, for the 21st to the 40th day of delay,** • **0.3% per day of the total of the Prices at the Contract Date, for the 41st to the 50th day of delay,** • **0.4% per day of the total of the Prices at the Contract Date, for the 51st to the 60th day of delay,** **With the total of Delay Damages under this clause limited to 10% of the Prices at the Completion Date**
X13	**Performance bond**	
X13.1	The amount of the performance bond is	**10% of the total of the Prices**
X16	**Retention**	
X16.1	The retention free amount is	**Nil**
	The retention percentage is	**5% on all payments certified.**

X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to:	**10% of the total of the Prices at the Contract Date**
X18.2	For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to:	**The deductible of the relevant insurance policy**
X18.3	The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	**The cost of correcting the Defect**
X18.4	The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to	**The Total of the Prices**
X18.5	The *end of liability date* is	**5 years after Completion of the whole of the *works***

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

Z1 **Additional clauses relating to Identified and Defined Terms – Refer to Core Clause 11.2**

Z1.1 Clause 11.2(17) Subcontractors is deleted and replaced with:
A Subcontractor is a person or organisation who has a contract with the Contractor to

- construct or install part of the works or supply any purpose-made part of the works,
- design all or part of the works, except the design of Plant and Materials that are not purpose-made for the works, or
- provide a service in the Working Areas, which is necessary to provide the *works*, except for the
  - hire of Equipment or
  - supply of people paid for by the Contractor according to the time they work

Z1.2 Add a new clause 11.2(33) Corrupt Acts:
A Corrupt Act is

- the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust or
- abusing any entrusted power for private gain
- Any other conduct classified as such in terms of the relevant piece of legislation in this regard namely the Prevention and Combating of Corrupt Activities Act of South Africa, Act 12 of 2004.

in connection with this contract or any other contract with the *Employer.* This includes any commission paid as an inducement which was not declared to the *Employer* before the Contract Date

Z1.3	Add a new clause 11.2(34) People Rates: The People Rates are the *people rates* unless later changed in accordance with the contract.
Z1.4	Amend Clause 11.2(8): The Fee is the sum of the amounts calculated by applying the *subcontracted fee percentage* to the Defined Cost of subcontracted work and the *direct fee percentage* to the Defined Cost of Cost Component 3 Plant and Materials, Cost Component 4 Charges, Cost Component 5 Manufacture and Fabrication and Cost Component 6 Design of the Shorter Schedule of Cost Components.
Z2	**Additional clause relating to Interpretation of Law – Refer to Core Clause 12**
Z2.1	Additional Clause 12.5: Any extension, concession, waiver or relaxation of any action by the Parties, the *Project Manager, Supervisor* or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel or lien unless the Parties agree otherwise and confirm such an agreement in writing.
Z3	**Additional clause relating to Communications – Refer to Core Clause 13**
Z3.1	Clause 13.2 is deleted and replaced with: If the Works Information specifies the use of a communication system, a communication has effect when it is communicated through the communication system specified in the Works Information. If the Works Information does not specify a communication system, a communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the e-mail address of the recipient stated in the Contract Data.
Z4	**Additional clause relating to Anti-Corruption Act**
Z4.1	Add a new clause 28 '**Anti-Corruption Act '**: 28.1 The *Contractor* declares and warrants that, in performing its obligations under this Agreement, it shall comply with all applicable anti-bribery and anti-corruption laws, including, but not limited to, the South African Prevention and Combating of Corrupt Activities Act 12 of 2004 (PRECCA). 28.2 The *Contractor* undertakes that it, its directors, employees, agents, sub-contractors, or any other person acting on its behalf, will not, directly or indirectly, offer, give, solicit, or accept any "gratification" (as broadly defined in PRECCA, including money, gifts, loans, fees, or any other advantage of favour) intended to influence improperly any person's action or decisions to obtain or retain business, or an advantage in the conduct of business related to this Agreement.
Z5	**Additional clauses relating to Key Dates – Refer to Core Clause 25**
Z5.1	The last sentence of Core Clause 25.3 is deleted.

Z5.2 Additional Clause 25.4:

If the *Project Manager* decides that the *works* do not meet the Condition stated for a Key Date by the date stated and, in lieu of the *Employer* recovering any additional costs it may have incurred for any reason, including costs incurred in either

- in carrying out *works* or
- by paying an additional amount to Others in carrying out *works* on the same project,

the *Contractor* pays delay damages at the rate stated in Secondary Option Z5.3 from the date stated for the *works* to meet the Condition stated for the Key Date until the date the *works* meet the Condition for the Key Date.

Z5.3 Additional Clause 25.5:

The *Project Manager* certifies Sectional Completion of completed Works that meet the Condition required for a Key Date.

Z5.3 Additional Clause 25.6:

The delay damages for failing to meet the Condition required for a Key Date are:

- 0.05% per day of 50% of the total of the Prices at the Key Date, for the first 20 days of delay in meeting all the conditions for meeting the stated Key Date.
- 0.1% per day of 50% of total of the Prices at the Key Date, for the 21st to the 40th day of delay in meeting all the conditions for meeting the stated Key Date,
- 0.3% per day of 50% of the total of the Prices at the Key Date, for the 41st to the 50th day of delay in meeting all the conditions for meeting the stated Key Date,
- 0.4% per day of 50% of the total of the Prices at the Key Date, for the 51st to the 60th day of delay in meeting all the conditions for meeting the stated Key Date,

With the total of Key Date Delay Damages under this clause limited to 10% of the total of the Prices at the Contract Date

Z6 Additional clauses relating to other responsibilities – Refer to Core Clause 27

Z6.1 Additional Clause 27.5

In the instance that the *Contractor* is a joint venture, consortium or a partnership, the *Contractor* provides the *Employer* with a certified copy of its signed joint venture, consortium or a partnership agreement, and in the instance that the joint venture, consortium or a partnership is an incorporated Entity, the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture, consortium or a partnership agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the partners and the Joint Venture;
- The partner's interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which are to be taken out by the joint venture consortium or a partnership and by the individual partners;
- Details of the internal dispute resolution procedure;• Written confirmation by all of the partners:
  i. of their joint and several liabilities to the *Employer* to provide the *works*, notwithstanding any liabilities between the parties to the joint venture or consortium;
  ii. identification of the lead partner in the joint venture or consortium or a partnership, confirming the authority of the lead partner to bind the joint venture consortium or a partnership through the *Contractor's* representative;
  iii. identification of the roles and responsibilities of the partners to provide the works.
- Financial requirements for the Joint Venture:
  i. the working capital requirements for the joint venture consortium or a partnership and the extent to which and manner whereby this will be provided and/or guaranteed by the partners from time to time;
  ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the joint venture consortium or a partnership.

Z6.2 Additional Clause 27.6:

The *Contractor* shall not alter the composition or legal status of the joint venture or consortium or partnership without the prior written approval of the *Employer*.

Z7 Additional clauses relating to programme, access to the Site and suspension of the *works* – Refer to Core Clauses 31 and 33

Z7.1 Add bullet item in clause 31.2:

- in addition to the statement of the *Contractor* plans to do work, each operation or activity on the programme submitted for acceptance, and each revised programme, shall be fully resource loaded indicating all detailed resources i.e. all categories of People, Equipment and Material.

Z7.2 Additional Clause 33.2:

Access to the Site will be provided once the *Contractor* has fulfilled the requirements as set forth under the Contract Data Part 1 for clause 30.1

Z7.3 Additional Clause 33.3:

The *Employer* may at any time suspend part or all of the *works.* As a consequence, if the *Contractor* is required to demobilise and then remobilise its staff and equipment, the *Contractor* will be entitled to a compensation event. The *Contractor* will be required to reduce and actively mitigate all its costs during the period of suspension and will be entitled to a compensation event only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.

Z8 Additional clauses relating to correcting Defects – Refer to Core Clause 43

Z8.1 Add to clause 43.2:

Except that the *Employer* may correct a Defect after take over if there is a threat to safety which justifies immediate action to correct the Defect. The *Project Manager* assesses the cost incurred by the *Employer* in correcting the Defect and the *Contractor* pays the amount assessed

Z8.2 Additional Clause 43.5:

The *Contractor* corrects a Defect notified before Completion within 2 (two) weeks of the notification of the Defect.

Z8.3 Additional Clause 43.6:

The *Contractor* corrects a Defect that creates a danger to health and safety as soon as possible and does not work in the affected area until the Defect is corrected.

Z8.4 Additional Clause 43.7:

A latent Defect is a Defect which would not have been discovered on reasonable inspection by the *Employer* or the *Supervisor* before the defects date, without requiring any inspection not ordinarily carried out by the *Employer* or the *Supervisor* during that period.

Z9 Additional clauses relating to payment – Refer to Core Clause 50, 51 and 52

Z9.1 Add the following to clause 50.3:

5% of the Price for Work Done to Date is retained in each assessment of the amount due until the *Contractor* has submitted a programme for acceptance for the particular assessment period to the *Project Manager* showing the information that this contract requires as set out under Clause 31.2 and the Works Information.

5% of the Price for Work Done to Date is retained in each assessment of the amount due until the *Contractor* has provided evidence of its compliance with the *Contractor's* Local Production and Content, Job Creation and CSDG commitments for the particular assessment period to the *Project Manager* showing the information that this contract requires as set out in the *Contractor's* Local Production and Content, Job Creation and CSDG commitments, relevant Z clauses and the Works Information

Z9.2 Additional Clause 51.5:

In the event that the total of the Prices at the date of the award of the Contract is based on any price in a foreign currency being converted to South African Rand at an exchange rate recorded in the Tender, the *Contractor* is, at its cost, to obtain forward cover for such currency amount within 30 (thirty) working days of the award of the Contract.

Z9.3 Any contract of forward cover is to be acceptable to the *Employer*.

Z9.4 The total of the Prices at the Contract award is to be adjusted to reflect the exchange rates in the approved contracts of forward cover. This adjustment will be the only adjustment for fluctuations in the rate of exchange, save for any foreign exchange in compensation events, which is to be handled in the same manner.

Z9.5 If there are no rates of exchange specified in the *Contractor's* Tender, no adjustment of the total of the Prices is to be made.

Z9.6 "Add a new clause 52.2 :

The *Contractor* keeps these records

- accounts of payments of Defined Cost,
- proof that the payments in respect of Defined Cost have been made,
- communications about and assessments of compensation events for Subcontractors and
- other records as stated in the Works Information.

The *Contractor* allows the *Project Manager* to inspect at any time within working hours the accounts and records which it is required to keep."

Z10 Additional clauses relating to compensation events – Refer to Core Clause 60

Z10.1 Amend Core Clause 60.1(2) to read:

(2) The *Employer* does not allow access to and use of a part of the Site by the later of its access date and the date shown on the Accepted Programme provided the *Contractor* indicated such access on the Accepted Programme and notified the *Project Manager* of the date when he planned to establish the work area at least 10 (ten) days before the planned date for establishment.

Z10.2 Amend the provisions of Clause 60.1(4) to read as follows:

(4) The *Project Manager* gives an instruction to stop or not to start any *works* or to change a Key Date. Any instructions issued by the *Project Manager* or the *Employer* which require the *Contractor* to stop the *works* and comply with any health and safety requirement, policy, specification, or regulation, including conducting of emergency exercises or any safety stand-downs, or safety-related matters, will not constitute a compensation event and will not result in a change to the Prices or a change to the Key and Completion Dates.

Z10.3 Add to the following at the end of Core Clauses 60.1(13) and 60.1(19):

Only the effect of time is considered in assessing this compensation event. The Prices are not to be changed.

Z11 Additional clauses relating to the *Project Manager's* time periods for responding to compensation events – Refer to Core Clause 61.4, 62.6 and 64.4

Z11.1 The first bullet point of Core Clause 61.4 is amended to read as follows:

- arises from the fault, error, negligence or default of the *Contractor*.

Add a fifth bullet point of Core Clause 61.4 which read as follows:

has not been notified within the timescales set out in these conditions of contract

Z11.2 Delete and replace the last paragraph of Clauses 61.4 with:

If the *Project Manager* fails to reply to the *Contractor's* notification of a compensation event within the time allowed, the *Contractor* may notify the *Project Manager* of that failure. If the failure continues for a further eight weeks after the *Contractor's* notification it is treated as acceptance by the *Project Manager* that the event is a compensation event and an instruction to submit quotations except if the *Project Manager* notifies the *Contractor* that the *Employer's* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor*

Z11.3 Clause 62.6 is deleted and replaced with:

If the *Project Manager* does not reply to a quotation within the time allowed, the *Contractor* may notify the *Project Manager* of that failure. If the *Contractor* submitted more than one quotation for the compensation event, the notification states which quotation the *Contractor* proposes is to be used.

If the failure continues for a further eight weeks after the *Contractor's* notification it is treated as acceptance by the *Project Manager* of the quotation, except *if the Project Manager* notifies the *Contractor* that the *Employer's* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor*.

Z11.4 Clause 63.3 is deleted and replaced with:

A delay to the Completion Date is assessed as the length of time that, due to the compensation event, planned Completion is later than planned Completion as shown on the Accepted Programme current at the dividing date.

A delay to a Key Date is assessed as the length of time that, due to the compensation event, the planned date when the Condition stated for a Key Date will be met is later than the date shown on the Accepted Programme current at the dividing date.

The assessment takes into account:

• any delay caused by the compensation event already in the Accepted Programme and

• events which have happened between the date of the Accepted Programme and the dividing date.

Z11.5	Clause 64.4 is deleted and replaced with: If the *Project Manager* does not assess a compensation event within the time allowed, the *Contractor* may notify the *Project Manager* of that failure. If the *Contractor* submitted more than one quotation for the compensation event, the notification states which quotation the *Contractor* proposes is to be used. If the failure continues for a further eight weeks after the *Contractor's* notification it is treated as acceptance by the *Project Manager* of the quotation, except *if the Project Manager* notifies the *Contractor* that the *Employer's* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor*.
Z12	**Additional clauses relating to risks and insurance – Refer to Core Clause 83**
Z12.1	Add the following to Clause 81.1: The following are not *Employer's* risks: • a global pandemic or epidemic • global and local financial or political events; • electricity outages, blackouts and load-shedding • Construction Mafia or similar bodies, community activists or other unlawful activities relating to the *works*, and the *Contractor's* ability to Provide the Works. However, if a delay resulting from any of these risks results in a delay longer than seven (7) continuous days, the *Contractor* is entitled to a compensation event for the time (but not the cost) impact of the risk, subject to the *Contractor* complying with the relevant provisions of the contract.
Z12.2	Additional Clause 83.3: For the avoidance of doubt, the *Employer* and the *Contractor* expressly agree that the total liability of the *Contractor* to the *Employer* applies jointly and severally across all organisations comprising the *Contractor*.
Z13	**Additional clause relating to termination – Refer to Core Clause 90**
Z13.1	Termination Table The following are included under Core Clause 90.2 Termination Table as follows: Amend "A reason other than R1 - R21" to "A reason other than R1 - R24" Amend "R1 - R15 or R18" to "R1 - R15, R18, R22 or R23 or R24 ."
Z14	**Additional clauses relating to reasons for termination – Refer to Core Clause 91**

Z14.1 The following are included under Core Clause 91.1:

Amend the second main bullet to read:

If the other party is a company or partnership, joint venture, or consortium, or partnership, whether incorporated or otherwise (including any partner of the joint venture or consortium or partnership) and has Under the second main bullet, insert the following additional sub-bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)
- the delay damages have reached the total amount specified in the contract (R24)

Z14.2 Add a second bullet under Clause 91.2 to read:

Failure to comply with all the criteria set out under Z24.1 (Design Review by the Employer)(R11.1).

Z14.3 Add to Clause 90.2 if the *Employer* terminates for Reason 11.1 under Clause 91.2 (R11.1) the *Employer* may terminate the *Contractor's* obligation to provide the remainder of the *works* without any further entitlement to the *Contractor* for any payment under Clause 93.2, or consideration for the provision of the remainder of the *works*

Z14.4 Clause 93.2 A4 is deleted and replaced with:

'2.5% applied to:

- for Options A, B, C and D, any excess of the total of the Prices at the Contract Date over the Price for Work Done to Date'

Z15 Additional clause relating to Secondary Option X13 – Performance bond

Z15.1 Additional Clause X13.2:

The Performance Guarantee is an irrevocable, on-demand performance guarantee, issued exactly in the form of the pro forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.

Z16 Additional clauses relating to Secondary Option X18 Limitation of liability

Z16.1 Amend the bullet points in Clause X18.4 to read:

- loss or damage to the *Employer's* property,
- any amount payable under any indemnity,
- delay damages under Option X7,
- delay damages under Clause Z5.

Z16.2 Additional Clause X18.6:

For the avoidance of doubt, the *Employer* and the *Contractor* expressly agree that the total liability of the *Contractor* to the *Employer* applies jointly and severally across all organisations comprising the *Contractor*.

Z17	**Right to conduct screening through SSA**
Z17.1	The *Employer* will conduct screening through State Security Agency (SSA) for security clearances of any *Contractor* who has access to National Key Points. The following documents are needed from the *Contractor*: 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 fingerprints 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. 9. In the event the *Contractor* is not cleared by SSA, the *Employer* will terminate the contract forthwith. Note: Please take note that SSA takes four (4) weeks for screening to take place once all required documentation has been submitted.
Z18	**Additional Clause Relating to Collusion in the Construction Industry**
Z18.1	The Contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging, including blacklisting.
Z19	**Protection of Personal Information Act**
Z19.1	The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that complies with the requirements of the Protection of Personal Information Act.
Z20	**Intellectual Property**
Z20.1	Intellectual property rights (including, without limitation, patents, copyright, and trademarks) rest with the party owning the intellectual property right.

Z20.2 ***Works* Related Design Documentation**

The *Contractor* grants the *Employer* the irrevocable right in accordance with the provisions of Section 22 of the Copyright Act 1978:

- To copy any plan, diagram, drawing, document, specification, bill of quantities, design, calculation, or any other similar document made by the *Contractor* in connection with the *works*; and,
- To make free and unrestricted use thereof for its own purposes, modify same or have it modified by Others for any reasons, without obtaining permission from the *Contractor*; and,

To provide copies thereof to Others to be used by them for purposes of tendering, consultancy or service delivery.

Z20.3 **Using the *Contractor's* Design**

The *Employer* shall have the right to use and copy all, or any part, of the *Contractor's* design for any purpose connected with construction, use, maintenance, alteration, demolition, expansion to the *Works*, or for integration of the *Works* with other systems, plant and equipment.

Z20.4 Save as stated above, the *Employer* and the *Contractor* may not use any intellectual property of the other party without that party's written consent. The *Employer* indemnifies the *Contractor* against any claim or action (including costs) caused by or arising from the failure of the *Employer* to obtain such consent, and the *Contractor* indemnifies the *Employer* against any claim or action (including costs) caused by or arising from the failure of the *Contractor* to obtain such consent.

Z21 Assignment

Z21.1 No rights, duties or liabilities under this Contract may be ceded, assigned, transferred, conveyed, or otherwise disposed of by either the *Employer* or the *Contractor* without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Z22 *Employer's* right to take appropriate action

Z22.1	The Contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging
Z22.2	The *Contractor* undertakes:	not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in the execution of this Contract.
Z22.3	The *Contractor* further undertakes:	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption, and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z22.4	The *Contractor's* breach of this Clause constitutes grounds for terminating the Contract or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination	
Z22.5	If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the Contract, the *Employer* shall be entitled to terminate the Contract forthwith and take any other action as appropriate against the *Contractor* (including civil or criminal action).	
Z22.6	The Contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:	politically exposed persons, including any allegations with regard to state capture.
Z22.7	The Contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to:	blacklisting by any state entity on the national treasury database.

Z23 *Employer's* step-in rights

Z23.1 If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 4 (four) weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the Contract, may remedy the default either himself or procure an Other (including any Subcontractor or supplier of the *Contractor*) to do so on his behalf. The *Contractor* bears the reasonable costs of such remedial works.

Z23.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matters, including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the Contract or otherwise for and/or in connection with any subsequent works) and generally does all things required by the *Project Manager* to achieve this end.

Z24 Design Review by the *Employer*

Z24.1 Upon completion of each batch of design deliverables, a formal design review shall be conducted. At the design review, the *Project Manager* and the *Employer* shall, based on the presented deliverables:

- Assess if the technical requirements have been complied with; and
- Assess if the technical solution can be practically operated, maintained and adequately supported in the *Employer's* South African operating and maintenance environment;
- Assess, based on the Contractor's development and execution performance, if the risks associated with the remainder of the works is acceptable; and
- Assess if the Contractor has sufficient competent resources to complete multiple work streams for execution of the construction and commissioning works.

Z25 Waiver of Lien

Z25.1	The *Contractor* waives and abandons his *Contractor's* lien or any other right of retention which he now has or may in future have in respect of the *works* and shall under no circumstances be entitled to withhold delivery of the same to the *Employer.*

Z26	**Proposed *Contractor's key persons***
Z26.1	The *Contractor's* key persons and other stated resources submitted as part of its original RFP tender (offer) as submitted at the time is deemed included in this contract, and become a material obligation on how the *Contractor* do the works. Any proposed change to the resources, will be subject to the formal acceptance of the *Employer*, in addition to the requirements of replacing a key person as per Core Clause 24.1.

Z27	**Obligations in respect of Job Creation**
Z27.1	The *Contractor* contributes to the *Employer's* job-creation objectives as set out in Returnable Schedule T2.2-19.
Z27.2	The *Contractor's* undertaking as to the number of new jobs created due to the award of this Contract as set out in Returnable Schedule T.2.2-19 will constitute a binding agreement throughout the duration of the Contract until Completion, if not, it will be deemed that the *Contractor* has failed in full to meet this specific material term of the Contract, which after due process has been followed will constitute a reason for termination.
Z27.3	The *Contractor* shall provide to the *Employer*, on a monthly basis or upon receiving an instruction to do so by the *Project Manager*, any documentation and/or evidence required by the *Employer*, which in the *Employer's* opinion, would be necessary to verify whether the *Contractor* has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-19. The *Contractor* shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.
Z27.4	If at any time the *Project Manager* decides that the *Contractor* is not maintaining the required rate of job creation, the *Project Manager* may reduce any amount that is due or may become due to the *Contractor* by an amount of R100,000 for every new job that the *Contractor* failed to create, until the required rate of job creation is achieved. Such withholding of payment will not entitle the *Contractor* to interest for late payment.

Z28	**Obligations in respect of the Sub Contracting**
Z28.1	The Contractor must sub-contract the amount specified in their submission to one or more EME or QSEs that must be at least 51% black owned and from the Howick community as set out in Returnable Schedule T2.2-20
Z28.2	The *Contractor* shall develop and present for acceptance to the *Project Manager* in writing within 30 (thirty) calendar days from the Contract Date, detailed sub-contracting agreement/s that clearly defines: • the work that will be subcontracted (as per bid); • the value of the contract that will be subcontracted (as per bid) ; • the expected time lines that the sub-contractor/s will execute the work; • the expected timelines of payment to the sub-contractor/s; • BBBEE affidavit/s of the sub-contractor/s must be provided; • Proof of ownership of the sub-contractor/s must be provided; • Financial statements of the sub-contractor must be provided; • Proof of geographical business location and ownership of the sub-contractor (must be from Howick)
Z28.3	It is the responsibility of the *Contractor* to ensure that the sub-contractor/s meets the requirements as stated in Z28.2 above for the duration of the sub-contracting agreement.

Z28.4	It is the responsibility of the *Contractor* to notify the *Employer* of any changes to the sub-contractor/s or changes to the sub-contracting agreement. Any changes to the sub-contractor/s or the sub-contracting agreement must still meet the requirements as stated in Z28.1.
Z28.5	The *Contractor* must provide proof of payments made to the sub-contractor in line with the payment timelines as defined in Z28.2 to the Employer.
Z28.6	The *Employer* has the right to withhold payment in respect of the main offer, should the contractor default on the implementation of the sub-contracting agreement. In such an instance the value of the payment withheld, shall be no less than the value of the sub-contracting requirement in terms of which non-performance has occurred.
Z28.7	The contract will be conditional on the sub-contracting requirement being met as the bidder has committed to in the RFP Returnable Schedule T2.2-20 Therefore, failure to submit or thereafter to agree to the sub-contracting requirements (ref Z28.2) within the stipulated timelines may results in contractual penalties being imposed.
Z28.8	The *Employer* has the right to terminate the contract should the *Contractor* default on the sub-contracting requirements.

Z29	**Additional clauses relating to the Shorter Schedule of Cost Components (SSCC)**
Z29.1	People: Replace Sub Clause 11 of the SSCC under the People Cost Component with Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate spent on work in the contract.
Z29.2	Equipment: Replace Clause 21 of the SSCC with: Amounts for Equipment listed in the Contract Data which is not in the published list stated in the Contract Data. These amounts are the rates stated in the Contract Data multiplied by the time for which the Equipment is required.
Z29.3	Charges: Replace the first paragraph of Sub Clause 41 of the SSCC with: The proven Defined Cost to cover the costs of,

Z30	**Obligations in respect of Contract Skills Development Goal (CSDG) goals**
Z30.1	It is a material condition of the Contract that the Contractor meet the required CSDG goals.
Z30.2	Compliance with requirements The *Contractor* shall: a) within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged. b) at intervals not exceeding three (3) months, submit to the employer's representative interim contract compliance training reports; and shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the *Employer's* representative a final contract compliance training report.
Z30.3	The *Contractor* ensures that all CSDG goals and compliance requirements are satisfied.

Z30.4	The *Contractor* notifies the *Project Manager* of any changes to the approved CSDG plan due to delays beyond the *Contractor's* control and compensation events. The *Contractor* does not change the CSDG goals without the *Project Manager's* written approval.
Z30.5	If at any time the *Project Manager* decides that the *Contractor* is not maintaining the achieving the CSDG goals at the required rate, the *Project Manager* may reduce any amount that is due or may become due to the *Contractor* by an amount of R100,000 for every CSDG that the *Contractor* failed to achieve until the required CSDG is achieved. Such withholding of payment will not entitle the *Contractor* to interest for late payment.
Z30.6	If it becomes evident to the *Project Manager* that the *Contractor* will fail to meet the full CSDG goals, this breach of the Contract will constitute a reason for termination of the Contract.
Z31	**Provisional Activities in the Activity Schedule**
Z31.1	The *Employer* has included Provisional Activities in the Option A – Activity Contract Pricing Schedule. These activities are identified as "Provisional "in the activity schedule and have a nominal value set at the tender stage.
Z31.2	Provisional activities contained in the Option A - Activity Contract Pricing Schedule are owned by the *Employer* and may only be used at the sole discretion of the *Employer.*
Z31.3	The *Contractor* is not entitled to payment for a Provisional Activity unless the *Project Manager* has: • approved an amount for Price adjustment for inflation, in which case such amount is offset against the Provision Activity amount for Price adjustment for inflation.
Z31.4.	If the *Project Manager* instructs the Provisional Activity it becomes part of the *works*, and the *Contractor* submits a quotation under Clause 62.1.
Z31.5	The quotation for a Provisional Activity shall include adjustments for defined cost and time impacts subject to assessment under Clause 63.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The *Contractor* is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The *direct fee percentage* is	**%**
	The *subcontracted fee percentage* is	**%**
11.2(18)	The *working areas* are the Site and	
24.1	The *Contractor's* key persons are:	All *key persons* identified in the Works Information with relevant qualifications, registrations and experience including all resources identified in its tender submission
		The *key personnel*, organisational structure and resource strategy submitted in our offer remain the same as the proposal submitted. Any adjustments to personnel or resourcing levels reflected below: • Are made to align with the refined Scope; • Maintain or improve the capability, capacity and experience profile previously evaluated; and • Do not diminish the overall technical strength of our proposal.
	1 Name:	
	Job:	*Contractor* Project Manager
	Responsibilities:	
	Qualifications:	

	Experience:	
	2 Name:	
	Job	Engineering Manager
	Responsibilities:	
	Qualifications:	
	Experience:	
	3 Name:	
	Job	Lead Civils Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	
	4 Name:	
	Job	Lead Process Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	
	5 Name:	
	Job	Lead Mechanical Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	
	6 Name:	
	Job	Lead Electrical Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	
	7 Name:	
	Job	Lead Instrumentation Engineer
	Responsibilities:	
	Qualifications:	

	Experience:	
	8 Name:	
	Job	Lead Structural Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	
	9 Name:	
	Job	Construction Manager
	Responsibilities:	
	Qualifications:	
	Experience:	
	10 Name:	
	Job	Health and Safety Manager
	Responsibilities:	
	Qualifications:	
	Experience:	
	11 Name:	
	Job	Health and Safety Officer
	Responsibilities:	
	Qualifications:	
	Experience:	
	12 Name:	
	Job	Senior Quantity Surveyor
	Responsibilities:	
	Qualifications:	
	Experience:	
	13 Name:	
	Job	Lead Planner
	Responsibilities:	
	Qualifications:	

	Experience:		
	14 Name:		
	Job	Quality Manager	
	Responsibilities:		
	Qualifications:		
	Experience:		
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .	
11.2(14)	The following matters will be included in the Risk Register		
31.1	The programme identified in the Contract Data is		
A	**Priced contract with activity schedule**		
11.2(20)	The *activity schedule* is in		
11.2(30)	The tendered total of the Prices is	**(in figures)** **(in words), excluding VAT**	
	Data for Schedules of Cost Components	*Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.*	
A	**Priced contract with activity schedule**	**Data for the Shorter Schedule of Cost Components**	
11 in SSCC	The *people rates* are	Annexure A to the Pricing Data Part C2.3	
21 in SSCC	The list of Equipment is	Annexure B to the Pricing Data Part C2.4	
22 in SSCC	The rates of other Equipment are:	Not applicable	
41 in SSCC	The percentage for people overheads is:	0% and not applicable refer to Z31	
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	**Category of employee**	**Hourly rate**
Contractor people rates includes for Engineering/design of the works outside of the Working Areas			
62 in SSCC	The percentage for design overheads is	Not applicable as the *people rates* are used	

63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in the hourly rates for Defined Cost are:	**All employees**

ANNEXURE 3

ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE HOWICK PUMP STATION FIRE SYSTEM UPGRADE

COMPULSORY TENDER CLARIFICATION MEETING

DATE: 23 October 2026

TRANSNET PIPELINES

TENDER NUMBER:TTPL/2026/08/0578/10542/RFP

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05 Commercial - Tender Process: Tendering Procedure and clarification of Returnables

06 Pricing Instructions & Pricing Schedule and Contract Data

07 Technical Evaluation Criteria

08 Questions

09 Closing

Please note that this meeting is recorded for meeting minutes purposes

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02 Introduction of TPL Team

Rory Torr	:	Senior Strategic Sourcing Manager (TPL)
Sishosonke Dlamini	:	Acting Project Director (TPL)
Thembelani Emanuel	:	Contracts Manager (TPL)
Samukelisiwe Qwabe	:	Senior Quantity Surveyor (TPL)
Thulani Manana	:	SHERQ Manager (TPL)
Pieter Jacobs	:	Fire Specialist (TPL)
Blake Jones	:	Engineering Manager (Grey Jones)
Giselle Nursoo	:	Snr Supplier Development Manager
Jody Allan	:	QA/QC manager

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03 - PROJECT PURPOSE AND BACKGROUND

- Transnet Pipelines requires the engineering, procurement and construction of a replacement fire-protection system at the Howick Pump Station, an operating petroleum receipt and distribution facility.
- The existing firefighting system has reached the end of its useful life and no longer provides adequate mitigation for the current risk profile of the Site.
- The new system is to meet current SANS codes and the Employer's fire-protection standards so that the pump station has sufficient capability to mitigate fire, safety and operational risk.
- The pump station remains in operation throughout; the Contractor designs and constructs within that constraint and coordinates with the Employer's operations so that product handling is not interrupted.

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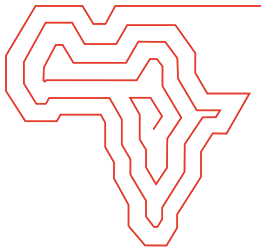
Scope of Services and Specifications/Annexures



DESCRIPTION OF THE SITE

- The pump station receives, stores and distributes petroleum products
- The Site is critical infrastructure under the Critical Infrastructure Protection Act 8 of 2019
- Hazardous area classification is set out in XPS/1015/13013
- Groundwater contamination reports are not available

Scope of Services and Specifications/Annexures

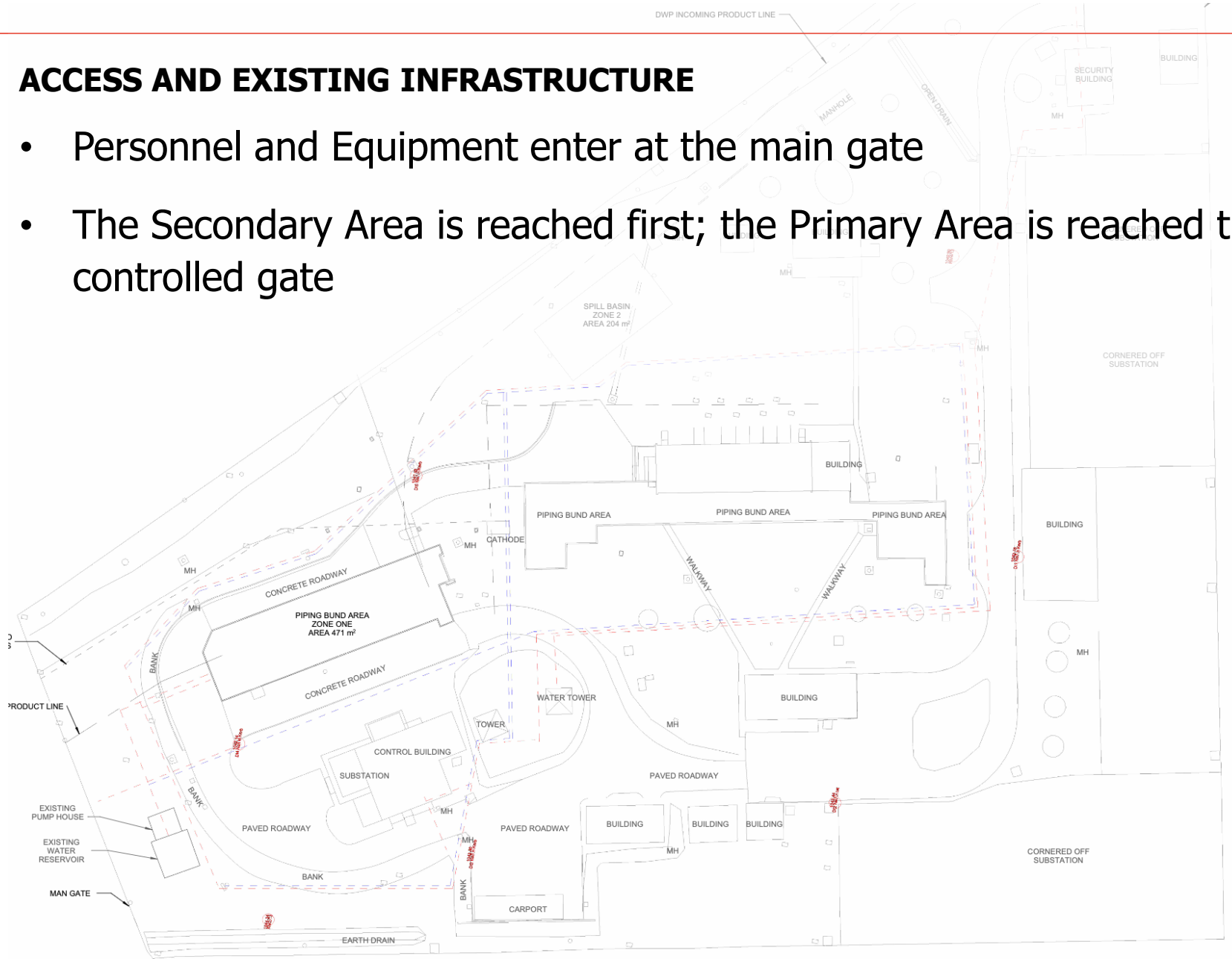
DESCRIPTION OF THE SITE

- The boundary is the red line on the aerial photograph in the Site Information (see Contract Data for working areas)

Scope of Services and Specifications/Annexures

ACCESS AND EXISTING INFRASTRUCTURE

- Personnel and Equipment enter at the main gate
- The Secondary Area is reached first; the Primary Area is reached through a further controlled gate



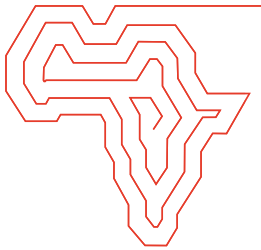
Scope of Services and Specifications/Annexures

TRANSNET

ACCESS AND EXISTING INFRASTRUCTURE

- The product manifold and the spill basin remain in operation
- Known underground cables, sleeves and manholes are shown on 11364-A1035
- Undocumented underground services are present
- Location and exposure of services is undertaken not less than ten working days before construction in each work area

Scope of Services and Specifications/Annexures



GROUND CONDITIONS, FLOODING AND SURVEYS

- Findings from a geotechnical investigation done mid-2025 can be found in Annexure B.1.1
- The Contractor verifies ground conditions and is responsible for the foundation solution
- A 2D survey, a 3D point cloud and an as-built model have been issued
- The existing survey information do not remove the obligation to prove underground services before excavation

Scope of Services and Specifications/Annexures

TRANSNET

STRUCTURE OF THE WORKS INFORMATION – REVISION D

1. Abbreviations
2. Description of the works
   a) Employer's objectives
   b) EPC split and statutory / order of precedence
3. General obligations of the Contractor
   a) Documentation
   b) Design reviews
   c) Equipment
   d) Temporary works
4. Engineering and the Contractors Design
   a) Engineering and design by discipline, including what the Employer issues as concept versus what the Contractor details
5. Plant, Materials Standards and Workmanship
   a) Technical specifications and construction requirements by discipline

Scope of Services and Specifications/Annexures

STRUCTURE OF THE WORKS INFORMATION – REVISION D

6. List of documents and drawings issued by the Employer
7. Programming and progress reporting
8. Management and start-up
    a) Meetings
    b) Document control
    c) AIA
    d) Key Persons
    e) SHE
9. Construction
    a) Access, hours, services, working with the Employer and Others
10. Quality assurance

Scope of Services and Specifications/Annexures

STRUCTURE OF THE WORKS INFORMATION – REVISION F

7. Testing and Completion
    a) Testing and commissioning
    b) Demolition of the existing system
    c) Training and Completion
8. Industrial relations
9. Invoicing and payments

Annexure A – Drawings Issued by the Employer

Annexure B – Documents Issued by the Employer

Scope of Services and Specifications/Annexures

TRANSNET

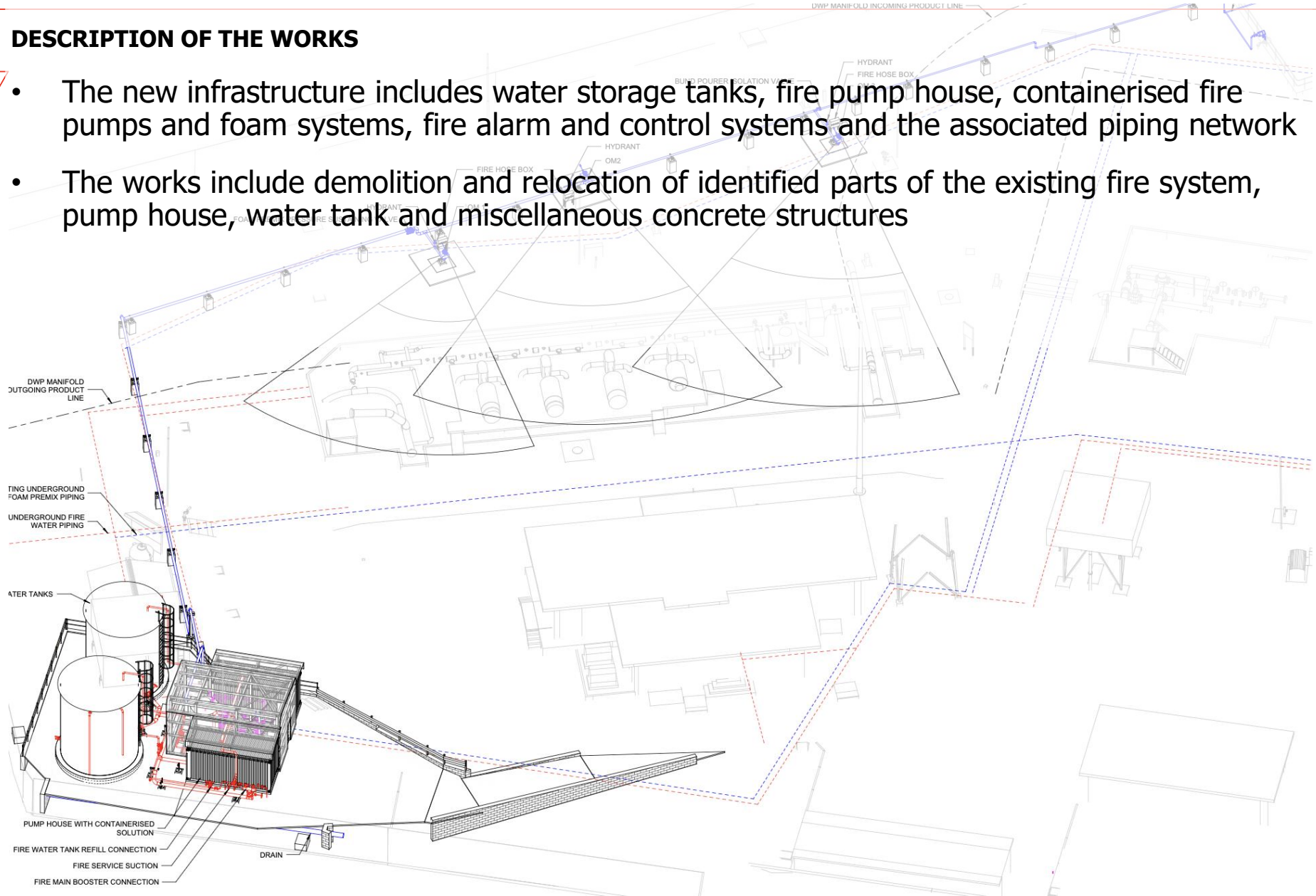
DESCRIPTION OF THE WORKS

- The contract is an engineering, procurement and construction contract for replacement of the pump station fire-protection system
- The works comprise detailed design, supply, installation, commissioning and handover of the new fire-protection infrastructure
- The Contractor is the principal contractor under the Construction Regulations and carries professional liability for the engineering and design
- The Employer issues conceptual design, typical details, the preliminary scenario calculation and the control documentation
- A conceptual Navisworks 3D model has been developed in conjunction with the Employers owners team and is found in 11364-A1038 (Annexure A.4.2)

Scope of Services and Specifications/Annexures

DESCRIPTION OF THE WORKS

- The new infrastructure includes water storage tanks, fire pump house, containerised fire pumps and foam systems, fire alarm and control systems and the associated piping network
- The works include demolition and relocation of identified parts of the existing fire system, pump house, water tank and miscellaneous concrete structures



Scope of Services and Specifications/Annexures

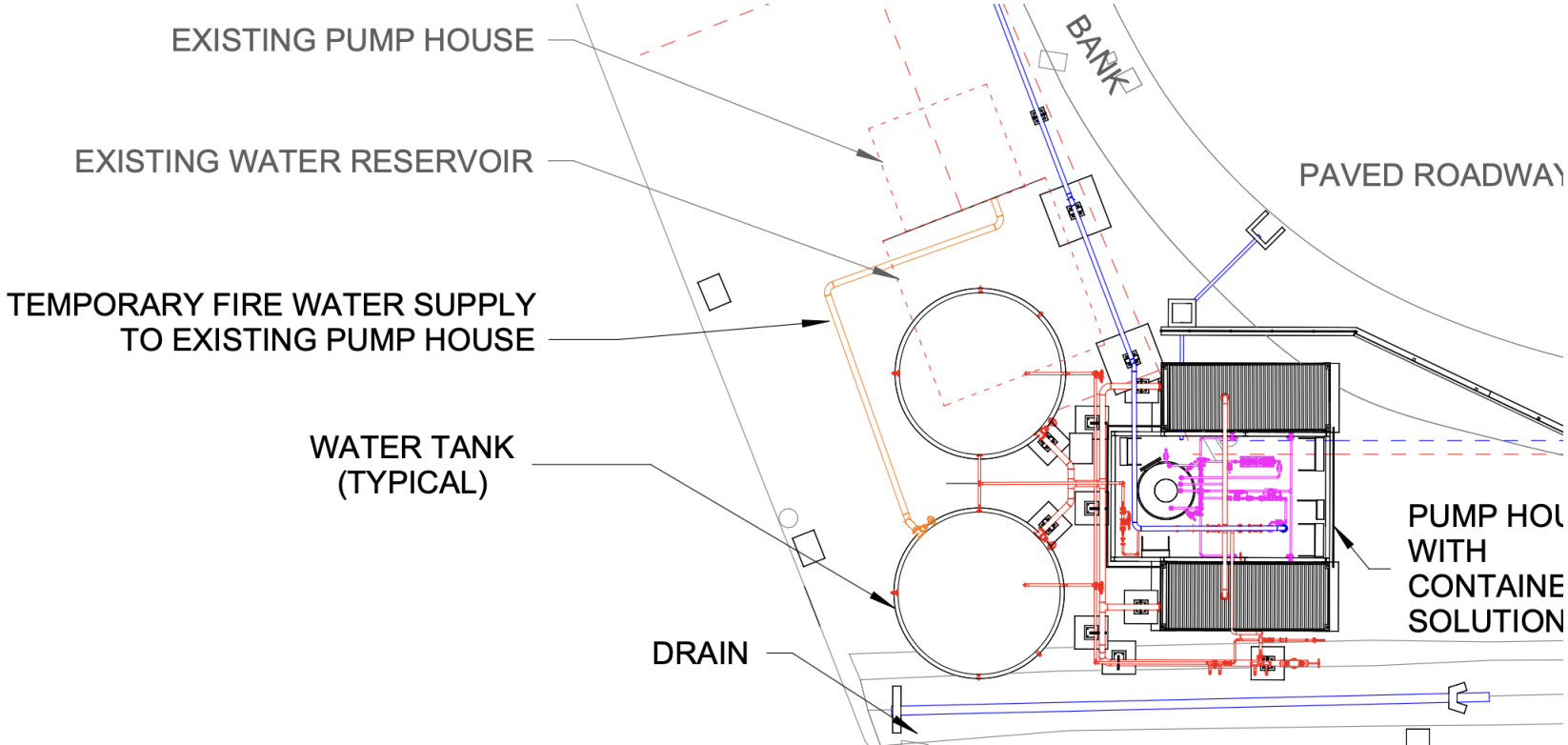
DESCRIPTION OF THE WORKS

- The Contractor develops the front-end engineering design and the detailed design, and submits both for acceptance
- Plan approval by the local authority is to be done by the Contractor and is prepared from the accepted design
- Construction on Site does not commence until municipal approval has been obtained and the front-end engineering design has been accepted

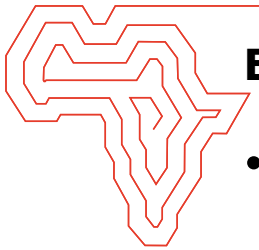
Scope of Services and Specifications/Annexures

EMPLOYERS DESIGN AND CONTRACTOR INTERFACES

- The first new water tank needs to be built and connected to the existing fire system to enable demolition of the existing water tank to make way for the construction of the new platform and second water tank
- Temporary connections are required between the existing water tank, new water tank and water supply.



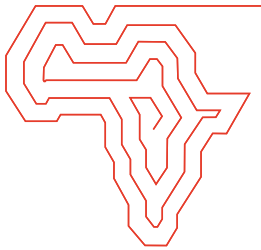
Scope of Services and Specifications/Annexures



EMPLOYERS DESIGN AND CONTRACTOR INTERFACES

- The municipal water supply interface, including backflow prevention, forms part of the Contractor’s design

Scope of Services and Specifications/Annexures



EMPLOYERS DESIGN AND CONTRACTOR INTERFACES

- A pump-house sprinkler system is not included; a connection for future installation is required
- Design reviews required on the programme can be found in Section 3.2 of the Works Information
- A 100% model review is held after commissioning and before final handover
- Document control is in accordance with 11364-A1073
- The Contractor will require access to SharePoint and Teams to transmit and receive documents, and to attend virtual meetings.

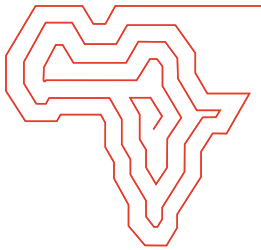
Scope of Services and Specifications/Annexures

TRANSNET

PROGRAMMING REQUIREMENTS

- The Accepted Programme is prepared in Microsoft Project 2021 or later
- It is a Level 4, discipline-level, resource-loaded programme showing critical path and logic
- A full-time Lead Planner is dedicated to the project and is based on Site during construction
- The planner has not less than five years' experience on multi-disciplinary projects, preferably under NEC, and holds a Microsoft Project Advanced certificate

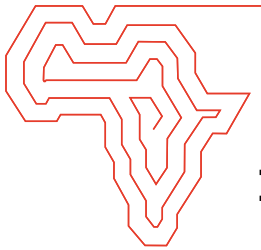
Scope of Services and Specifications/Annexures



PROGRAMMING REQUIREMENTS

- Non-working periods include Public Holidays and the annual shutdown from 15 December to 15 January inclusive
- The Employer is not available during the shutdown; work in the period requires the Project Manager's prior written instruction
- An allowance of 30 calendar days is included for the Employer to obtain the construction work permit
- Two weeks are allowed for the Employer's laboratory results before spill-basin effluent is released to the municipality
- Progress reports and an updated programme are submitted every two weeks and include a two-week look-ahead

Scope of Services and Specifications/Annexures



INTERFACE WITH OTHERS

- Electrical isolation and switching are performed by the Employer's site electrical team, in the presence of the Contractor
- The Contractor undertakes its own proving tests before and after isolation
- The pump station will continue to receive product; the Contractor obtains a look-ahead of operational activities from site operations and adjusts the works accordingly

Scope of Services and Specifications/Annexures

COMMISSIONING SEQUENCE AND COMPLETION

- The new foam concentrate tank is installed before the final pump-house roof structure and sheeting
- The new fire system is commissioned in accordance with TPL-TECH-PL 918
- A Ready for Operation Certificate, accepted by the Project Manager, is required before decommissioning and demolition of the existing fire system
- Sectional completion of the new fire system is achieved when the RFO certificate is signed by the Project Manger

COMMISSIONING SEQUENCE AND COMPLETION

- Completion of the whole of the works includes transfer of primary fire protection from the existing system to the new system, demolition of the existing system, and reinstatement of the Site
- Operating and maintenance manuals are accepted, and training of the Employer's operational staff is completed, before beneficial use
- The Employer arranges inspection with the local fire department

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Contents of RFP

THE TENDER DOCUMENTS ISSUED BY TPL COMPRISE OF THE FOLLOWING:

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Document

T2.2 Returnable Schedules

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

C1.3 Form of Guarantee

Part C2: Pricing Data

C2.1 Pricing Instructions (Option A)

C2.2 Summary Activity Schedule

Part C3: Works Information

C3.1 Works Information

Part C4: Works Information

C4.1 Site Information

Tender Procedures

1. PROPOSAL SUBMISSION

Only those tenderers who satisfy the following criteria are **eligible** to submit tenders:

a) Submit all compulsory returnables.

b) Submits a tendered price in the form of the Pricing Schedule.

c) Whether any prequalification criteria have been met as follows:

- Attendance of Compulsory Tender Clarification Meeting as per returnable T2.2-01
- Construction Industry Development Regulations, designation of 7ME class of construction work as per returnable T2.2-02
- Registration for critical resources as per returnable T2.2-03

2. The Tenderer is also required to submit with his tender:

a) Tenderers to provide Transnet with a TCS PIN to verify Tenderer SARS Tax compliance status;

b) 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 for CSDG points allocation;

c) Proof of registration on the Central Supplier Database;

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

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

Engineering, Procurement and Construction of Howick Pump Station Fire upgrade - Briefing – New Electronic Submission Procedures

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.

SUBMITTING YOUR BID

- Log on to the Transnet eSupplier website/Portal (https://esupplierportal.transnet.net/portal/) ;
- Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR; to sign in if already registered;
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- 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.
- **Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.**
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

Considerations

- Time your submissions so that if there are any issues, there is time to escalate & resolve
- Nobody has access to the bids until after the bid has closed
- There is no physical tender box.
- Should you experience challenges with the system, urgently contact: rory.torr@transnet.net

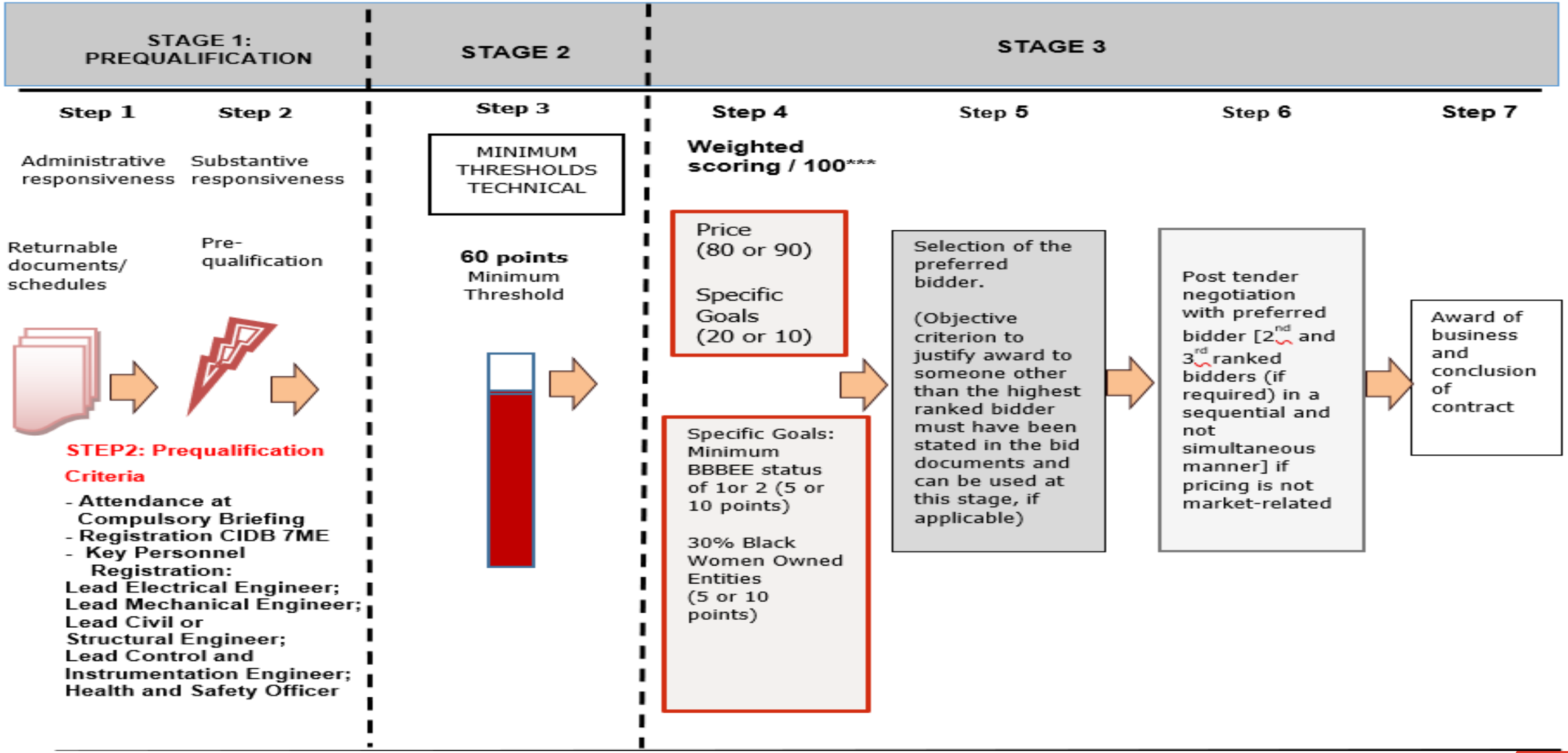
Engineering, Procurement and Construction of HOWICK PUMP STATION Fire upgrade – Communication

- Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- For specific queries relating to this RFP should be submitted onto the system and to rory.torr@transnet.net Before 12:00 pm on 06 November 2026.
- In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- After the closing date of the RFP, a Respondent may only communicate with (Rory Torr), at telephone number (+27 31 8169770), email rory.torr@transnet.net on any matter relating to its RFP Proposal. Respondents are to note that changes to its submission will not be considered after the closing date.

Respondent found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

Procurement and Evaluation Methodology

TPL will use the following methodology and criteria to select a preferred bidder



Procurement and Evaluation Methodology

TPL will use the following methodology and criteria to select a preferred bidder

RFP EVALUATION METHODOLOGY

Step 1 – Test for Administrative Responsiveness

Step 2 - Test for Substantive Responsiveness

The following pre-qualification criteria has been included in the RFP:

- Attendance of Compulsory Tender Clarification Meeting as per returnable T2.2-01
- Construction Industry Development Regulations, designation of 7ME class of construction work as per returnable T2.2-02
- Registration for critical resources as per returnable T2.2-03

RFP EVALUATION METHODOLOGY

Technical Pre-qualification criteria for Registration Critical Resources (as per returnable T2.2-03)

Position	Required Registration	Documents submitted with Professional Registration number for verification Yes/No
Lead Electrical Engineer	Pr.Eng. registered with ECSA (Electrical Engineering discipline)	
Lead Mechanical Engineer	Pr.Eng. registered with ECSA (Mechanical Engineering discipline)	
Lead Civil or Structural Engineer	Pr.Eng. registered with ECSA (Civil or Structural Engineering discipline)	
Lead Control and Instrumentation Engineer	Pr.Eng. registered with ECSA (Electronic/Electrical Engineering discipline)	
Health and Safety Officer	Valid SACPCMP registration as Construction Health & Safety Officer	

Step Three: Technical/ Functional Evaluation

The minimum number of evaluation points for Technical/Functional Evaluation is a Total score of 60

Procurement and Evaluation Methodology

RFP EVALUATION METHODOLOGY

Step 4 – Commercial Evaluation

Evaluation Criteria		Final Weighted Scores	OR	Final Weighted Scores
Price		80		90
Specific goals - Scorecard	B-BBEE Status Level of Contributor 1 or 2	10		5
	30% Black Women Owned Entities	10		5
TOTAL SCORE:		100		100

Specific Goals_BBBEE__Essential Req Sub-Contracting _Job Creation_& CSDG

Specific Goals

- High Value Project – Evaluation Methodology is 90/10 evaluation criteria; 10 points for specific goals – 2 specific goals

Specific Goals	Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	5
B-BBEE Status level of contributor 3-9	0
Company majority owned by Black Women (30%)	5
Company owned by Black Women (Less than 30%)	0

Evidence Required for 30% BWO:

B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

BBBEE Guidelines

- Must have a valid SANAS accredited BBBEE certificate
- Valid – not expired at tender closing date
- If expired at tender closing date the certificate is deemed non-compliant resulting in a score of zero for BBBEE
- BBBEE levels of 3 and above will be scored a zero
- The BBBEE certificate submitted for specific goals must be that of the bidding party, if bidding as a JV, the JV will need a BBBEE certificate
- Refer DTIC guidelines for more information

Specific Goals_BBBEE__Essential Req Sub-Contracting _Job Creation_& CSDG

Essential Requirement Sub-contracting

The following are considered as general sub-contracting opportunities		
I.	Civil Works (Earthworks, Excavations)	**4.5%**
II.	Structural Steel works (Pipe supports, and general building steel works)	**5.6%**
III.	Demolitions for existing fire systems	**1.3%**
IV.	Site clearing	**0.3%**

Total = 11,7%

Sub-Contracting Essential Returnable T2.2-20

- The promotion of supplier development through sub-contracting for at least a minimum of 11,7 % of the value of the contract to South African Companies which are EMEs and/or QSEs who are 51% black-owned
- This is not an exhaustive list, more areas of subcontracting can be committed to
- Try and source local sub-contractors where possible, extend into PMB etc
- We are highlighting this as a very important essential requirement that will assist in managing community unrest that is a well-known risk that needs to be managed
- All commitments made on the essential returnable will be binding and form part of your contractual obligation and will be subject to contract clauses

Evidence Required

- Sub-contracting agreements / Declaration Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit of the sub-contracted entities
- CIP - Registered address of entity (proof of address)
- Information regarding the BBBEE affidavit/certificate requirements for BO EMEs and or QSEs are detailed in the RFP

Specific Goals_BBBEE__Essential Req Sub-Contracting _Job Creation_& CSDG

Sub-contracting – Z Clauses

Z28 in the RFP

Some of the clauses:

Z28.1 The Contractor shall develop and present for acceptance to the Project Manager in writing

within 30 (thirty) calendar days from the Contract Date, detailed sub-contracting agreement/s

that clearly defines:

- the work that will be sub contracted (as per bid);
- the value of the contract that will be sub contracted (as per bid) ;
- the expected time lines that the sub contractor/s will execute the work;
- the expected timelines of payment to the sub contractor/s;
- BBBEE affidavit/s of the sub contractor/s must be provided;
- Proof of ownership of the sub contractor/s must be provided;
- Financial statements of the sub contractor must be provided;
- Proof of geographical business location and ownership of the sub-contractor

Z28 in the

Z28.4 It is the responsibility of the Contractor to notify the Employer of any changes to the subcontractor/s or changes to the sub-contracting agreement.

Z28.5 The Contractor must provide proof of payments made to the sub-contractor in line with the payment timelines as defined in Z28.2 to the Employer.

Z28.6 The Employer has the right to withhold payment in respect of the main offer, should the contractor default on the implementation of the sub-contracting agreement. In such an instance the value of the payment withheld, shall be no less than the value of the sub contracting requirement in terms of which non-performance has occurred.

Z28.7 The contract will be conditional on the sub-contracting requirement being met as the bidder has

committed to in the RFP. Therefore, failure to submit or thereafter to agree to the sub

contracting requirements (ref Z28.2) within the stipulated timelines may results in contractual

penalties being imposed.

Z28.8 The Employer has the right to terminate the contract should the Contractor default on the sub-contracting

Specific Goals_BBBEE__Sub-Contracting CSDG_Job Creation

CSDG

Qualifying CSDG Project – Refer to Legislation Reference – **Standard for Developing Skills Through Infrastructure Contracts as gazette on 31 March 26**

Z30.1 It is a material condition of the Contract that the Contractor meet the required CSDG goals.

Z30.2 Compliance with requirements

The Contractor shall:

a) within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged.

b) at intervals not exceeding three (3) months, submit to the employer's representative interim contract compliance training reports; and

c) shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the Employer's representative a final contract compliance training report.

Z30.3 The Contractor ensures that all CSDG goals and compliance requirements are satisfied..

Z30.4 The Contractor notifies the Project Manager of any changes to the approved CSDG plan due to

delays beyond the Contractor's control and compensation events. The Contractor does not

change the CSDG goals without the Project Manager's written approval.

Z30.5 If at any time the Project Manager decides that the Contractor is not maintaining the achieving

the CSDG goals at the required rate, the Project Manager may reduce any amount that is due

or may become due to the Contractor by an amount of R100,000 for every CSDG that the

Contractor failed to achieve until the required CSDG is achieved. Such withholding of payment

will not entitle the Contractor to interest for late payment.

Z30.6 If it becomes evident to the Project Manager that the Contractor will fail to meet the full CSDG

goals, this breach of the Contract will constitute a reason for termination of the Contract.

Specific Goals_BBBEE__Sub-Contracting CSDG_Job Creation

Job Creation

T2.2-19: Job-Creation Schedule

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the Project Managers terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by Employer.

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs created
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			

Job Creation Clauses Z20

Any commitments made as per the job creation returnable at tender submission will constitute a binding agreement throughout the duration of the Contract until Completion, if not, it will be deemed that the Contractor has failed in full to meet this specific material term of the Contract, which after due process has been followed will constitute a reason for termination.

- The Contractor shall provide to the Employer, on a monthly basis or upon receiving an instruction to do so by the Project Manager, any documentation and/or evidence required by the Employer, which in the Employer's opinion, would be necessary to verify whether the Contractor has maintained the job-creation undertaking as stipulated in Returnable . The Contractor shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.
- If at any time the Project Manager decides that the Contractor is not maintaining the required rate of job creation, the Project Manager may reduce any amount that is due or may become due to the Contractor by an amount of R100,000 for every new job that the Contractor failed to create, until the required rate of job creation is achieved. Such withholding of payment will not entitle the Contractor to interest for late payment

Procurement and Evaluation Methodology

RFP EVALUATION METHODOLOGY

Step 5 – Objective Criteria (if applicable)

Transnet reserves the right to award the contract to the highest scoring bidder, unless objective criteria justify an award to another bidder in accordance with applicable legislation and procurement prescripts.

Where applicable, Transnet may apply the following objective criteria after completion of all bid evaluation processes and prior to contract award:

Due Diligence

Transnet will conduct a due diligence assessment on the preferred bidder(s) to verify the accuracy, completeness, and validity of information submitted in the bid, including but not limited to the following aspects:

- integrity, ethics, and reputational standing;
- corporate governance, ownership, and control structures;
- financial standing, sustainability, and solvency;

Procurement and Evaluation Methodology

RFP EVALUATION METHODOLOGY

Step 5 – Objective Criteria (if applicable) contd.

- legal, statutory, and regulatory compliance;
- declared and potential conflicts of interest

Should the due diligence process identify any material misrepresentation, non-disclosure, conflict of interest, legal incapacity, or adverse finding that renders the bidder non-compliant, ineligible, or incapable of performing the contract or any other related negative report against the bidder, Transnet reserves the right to reject the bid and may consider the next highest-ranked responsive and compliant bidder.

Due diligence outcomes will not be used as scoring criteria, nor will they result in a re-evaluation of price, functionality, or preference points.

Step 6 –Post Tender Negotiations

Step 7 – Award of business and conclusion of contract

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Pricing Instructions

Activity Schedule Pricing Structure:

C2.1 Pricing Instructions: Option A

- The Contractor's detailed Activity Schedule summates back to the Summary Activity Schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- The Shorter Schedule of Cost Components for people, equipment and preliminary & general as appended in Annexures A B & C respectively incudes the cost components comprising of various hourly staff, labour and equipment rates, to be utilised in the event of a change in scope / compensation event.
- Provisional sums are included for the provisional sum included in the Activity Schedule for escalation is an allowance only. The provisional sum shall be utilised only to the extent required to accommodate the Contract Price Adjustment calculated in accordance with the Contract.
- The Contractor shall include a 0.25% allowance in the total price for attainment of the Contract Skills Development Goals (CSDG).

Pricing Instructions

Activity Schedule Pricing Structure:

C2.2 Table 1 : Summary Activity Schedule

C2.3 Annexure A : People Rates for the Shorter Schedule of Cost Components

C2.4 Annexure B : Equipment Rates for the Shorter Schedule of Cost Components

C2.5 Annexure C : Preliminary and General Item Rates for the Shorter Schedule of Cost Components

Provisional Sums/Activities

Provide an amount of R2 600 000.00 (Two Million Six Hundred Rand) for Cost Price Adjustment Provision R2 600 000,00

Activity Schedule

Summary / Main Offer

	SUB-TOTAL 1	
	Contract Skills Development Goal (0,25% of the Sub-Total)	
	SUB-TOTAL 2	
	Provide an amount of R2 600 000.00 (Two Million Six Hundred Rand) for Cost Price Adjustment Provision	R2 600 000,00
	CARRIED TO FORM OF OFFER	
	VAT @ 15%	
	GRAND TOTAL CARRIED TO FORM OF OFFER	

Pricing Instructions

Provisional Sums/Activities

Provisional Sums/activities have been allowed within the activity schedule to be utilised at the discretion of the Employer.

The tenderer is not entitled to payment associated with Provisional Sums unless the Employer explicitly instructs the Contractor that a Provisional Sum has become part of the Works as per clause Z30 Net Sum/Provisional Activities in the Activity Schedule of the Contract

Contract Skills Development Goals (CSDG)

- 0.25% of the sub-total of the tender amount (excl VAT and before allowances)
- Escalation Provision: R 2 600 000,00

The Employer has included an allowance for escalation fluctuations. This allowance is indicated to all tenderers. Tenderers should note that they are not required to make provisions for additional payment items related to price escalations.
The allowance will be drawn down against this provision by the Employer during the execution of the project when escalation is applicable as per the contract.

Contract Data

Conditions of contract-NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) Main option-A (Priced contract with activity schedule)

Dispute resolution Option: W1 Core clause (1-9)

Secondary Options:

- X1: Price adjustments for inflation
- X2: Changes in the law
- X5: Sectional completions
- X7: Delay damages
- X13: Performance Bond
- X16: Retention
- X18: Limitation of liability

Additional conditions of contract z-clauses

- Z1 - Z31

Project Timelines

11.2(3)	The completion date for the whole of the works is	Fifteen (15) Months from contract award

Closing Date & Time

CLOSING DATE AND TIME:

FRIDAY, 20 NOVEMBER 2026

at 16H00

NO EXTENSIONS TO THIS DATE WILL BE ENTERTAINED WITHOUT GOOD CAUSE SHOWN

Tender Validity Period

Tender offer validity period of 12 weeks after the closing date

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Engineering, Procurement and Construction of HOWICK PUMP STATION Fire upgrade– Technical Evaluation Criteria

THE OBJECTIVE OF THIS PHASE OF EVALUATION IS TO ESTABLISH WHETHER THE BIDDER HAS THE REQUISITE SKILLS, EXPERIENCE AND EXPERTISE TO DELIVER THE PRESCRIBED SERVICE

- Failure to provide supporting documentation to support an assertion will result in a score of 0 being awarded for that particular criterion
- Failure to achieve a minimum score of 60 points (out of 100) will result in disqualification

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-04 Management and CV's	Project Manager	3	15
	Construction Manager	3	
	Quality Control Manager	3	
	Lead Mechanical Engineer	3	
	Lead Planner	3	
T2.2-05 Company's Previous Experience	Tenderer's are required to display experience in fabrication, construction and installation of piping systems in petrochemical process plants within the past 15 years that meet or exceed a present day value of R25 million (ex. VAT)		25

Engineering, Procurement and Construction of HOWICK PUMP STATION Fire upgrade– Technical Evaluation Criteria

THE OBJECTIVE OF THIS PHASE OF EVALUATION IS TO ESTABLISH WHETHER THE BIDDER HAS THE REQUISITE SKILLS, EXPERIENCE AND EXPERTISE TO DELIVER THE PRESCIRBED SERVICE

T2.2-06 Programme	Duration (overall project)	15	**25**
	Format & Visibility Requirements	10	
T2.2-07 Project Execution Strategy	The Project Execution Strategy should cover:		15
	1.Detailed Installation and Construction Methodology		
	2.Overall Construction Sequencing and Phasing Strategy		
	3.Engineering, Design Review, and Quality Assurance		
	4.Testing, Commissioning, Handover, and Close-Out		
	5. Programme, Risk Management, and Controls		
	6. Pre-fabrication, Modularisation and Off-Site Works Strategy		
	7. Understanding of the Works and Site Constraints		
	8. Safety, Health, Environmental and Operational Interface Management		

Engineering, Procurement and Construction of HOWICK PUMP STATION Fire upgrade– Technical Evaluation Criteria

THE OBJECTIVE OF THIS PHASE OF EVALUATION IS TO ESTABLISH WHETHER THE BIDDER HAS THE REQUISITE SKILLS, EXPERIENCE AND EXPERTISE TO DELIVER THE PRESCIRBED SERVICE

T2.2-08 Health and Safety Requirements	SHE Policy	2	**10**
	Roles & responsibilities of legal appointees	3	
	Task Risk Assessment	3	
	Health and Safety Questionnaire	2	
T2.2-09 Project Specific Organisational Chart	Organogram Completeness & Package Coverage (14 packages)		10
	The Tenderer must submit a high-level Project Specific Organisational Structure organogram showing the contractual and management relationship between the Main Contractor, all proposed subcontractors, key suppliers and specialists for the successful execution of the EPC Works Experience (shown on organogram)		
Maximum possible score for Functionality			100

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TRANSNET
Questions?

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Thank you