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## **Transnet Pipelines**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

### **REQUEST FOR PROPOSAL (RFP)**

**DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION  
AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED  
BASIS FOR A PERIOD OF FOUR (4) YEARS**

**RFP NUMBER** : TPL/2026/03/0165/3013/RFP

**ISSUE DATE** : 09<sup>th</sup> APRIL 2026

**NON-COMPULSORY BRIEFING** : TUESDAY, 21 PRIL 2026 AT 10:00AM

**CLOSING DATE** : 13<sup>th</sup> MAY 2026

**CLOSING TIME** : 12h00pm

**TENDER VALIDITY PERIOD** : 180 business days from closing date

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS</b>
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://esupplierportal.transnet.net/portal/">https://esupplierportal.transnet.net/portal/</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b>
<b>COMMUNICATION</b>	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the RFP.</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>

<b>NON-COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A non-Compulsory Tender Clarification Meeting will be conducted via TEAMS on <b>Tuesday, 21 April 2026 at 10:00AM sharp</b>, bidders to join the meeting using the following link:</p> <p><a href="https://teams.microsoft.com/meet/351255196642573?p=pLCeILqX5mroOZj47u">https://teams.microsoft.com/meet/351255196642573?p=pLCeILqX5mroOZj47u</a> Meeting ID: 351 255 196 642 573 Passcode: s4xd2UB2</p> <p>The Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p>
<b>CLOSING DATE</b>	<b>12:00pm on (13<sup>TH</sup> MAY 2026)</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

## 2. TENDER SUBMISSION

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

a) The Transnet Digital eSupplier (TDPS) Submission Portal can be accessed as follows:

- Log on to the Transnet eSupplier website/Portal (<https://esupplierportal.transnet.net/portal/>)
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information) 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.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.

c) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

d) No late submissions will be accepted.

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

f) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder

- must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- g) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- h) A detailed bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
  - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [T2.2-15], [Breach of Law] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
  - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
    - *unduly high or unduly low tendered rates or amounts in the tender offer;*
    - *contract data of contract provided by the tenderer; or*
    - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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



TRANSNET PIPELINES  
TENDER NUMBER: TPL/2026/03/0165/3013/RFP

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

**TRANSNET URGES ITS CLIENTS, SUPPLIERS AND THE GENERAL PUBLIC TO REPORT ANY FRAUD OR CORRUPTION TO**

**IF YOU DON'T REPORT IT, YOU SUPPORT IT!**



Email: [Transnet.Reportit@outlook.com](mailto:Transnet.Reportit@outlook.com)

Toll free: 0800 003 056

SMS:0637867403

Please Call Me number: \*120\*0637867403

Website: <https://whistleblowersoftware.com/secure/Transnet>

## T1.2 TENDER DATA

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

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

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

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

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

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	Part C3: Scope of services	C3.1 Scope of the services
C.1.4	The Employer's agent is:	Sourcing Specialist
	Name:	Nomcebo Ngcobo
	Address:	202 Anton Lembede Street, Durban,4001
	E – mail	Nomcebo.ngcobo@transnet.net

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

**1. Stage One – Technical Prequalifying Criteria**

**T2.2.01-** Tenderers accreditation certificate with the Department of Labour for in-service inspection of pressure equipment, pre-commissioning, and re-certification inspections.

**T2.2.02-** Professional Registration for Key Personnel

**Mechanical or Metallurgical Engineer** - Pr.Eng. or Pr.Tech Eng. registration documentation with Engineering Council of South Africa.

**Non-Destructive Testing Technician** - Registration certificate as a Non-Destructive Testing Technician is certified in accordance with American Society of Non-Destructive Testing (ASNT) 1A at level 2 (or equivalent certification recognizable by International Committee for Non-destructive Testing Multilateral Recognition Agreement) in relevant Non-Destructive Examinations method as allowed by SNT-TC-1A.

**Inspector of Pressurised Equipment (IPE)** - Registration certificate as an Inspector of Pressurised Equipment (IPE) issued by the Department of Labour.

**API 653 Inspector** – Proof of valid registration certificate as an API 653

**API 570 Inspector** – Proof of valid registration certificate as an API 570

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

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## 2. Stage Two - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for functionality is 80 points.

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

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

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C.2.7 The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-06 certificate of attendance** signed off by the Employer's authorised representative.

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C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details:	The tender documents must be uploaded with: <ul style="list-style-type: none"><li>▪ Name of Tenderer: <b>(insert company name)</b></li><li>▪ Contact person and details: <b>(insert details)</b></li><li>▪ The Tender Number: TPL/2025/08/0002/104883/RFP</li><li>▪ The Tender Description: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY AND SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS</li></ul>
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Documents must be marked for the attention of:  
***Employer's Agent: Nomcebo Ngcobo***

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

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C.2.15 The closing time for submission of tender offers is:  
Time: **12:00** on the **13 MAY 2026**  
Location: The Transnet e-Tender Submission Portal:  
**<https://esupplierportal.transnet.net/portal/>**

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

1. **Tenderers to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. Proof of registration on the Central Supplier Database;

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

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C3.11 The minimum number of evaluation points for functionality is: **80**

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

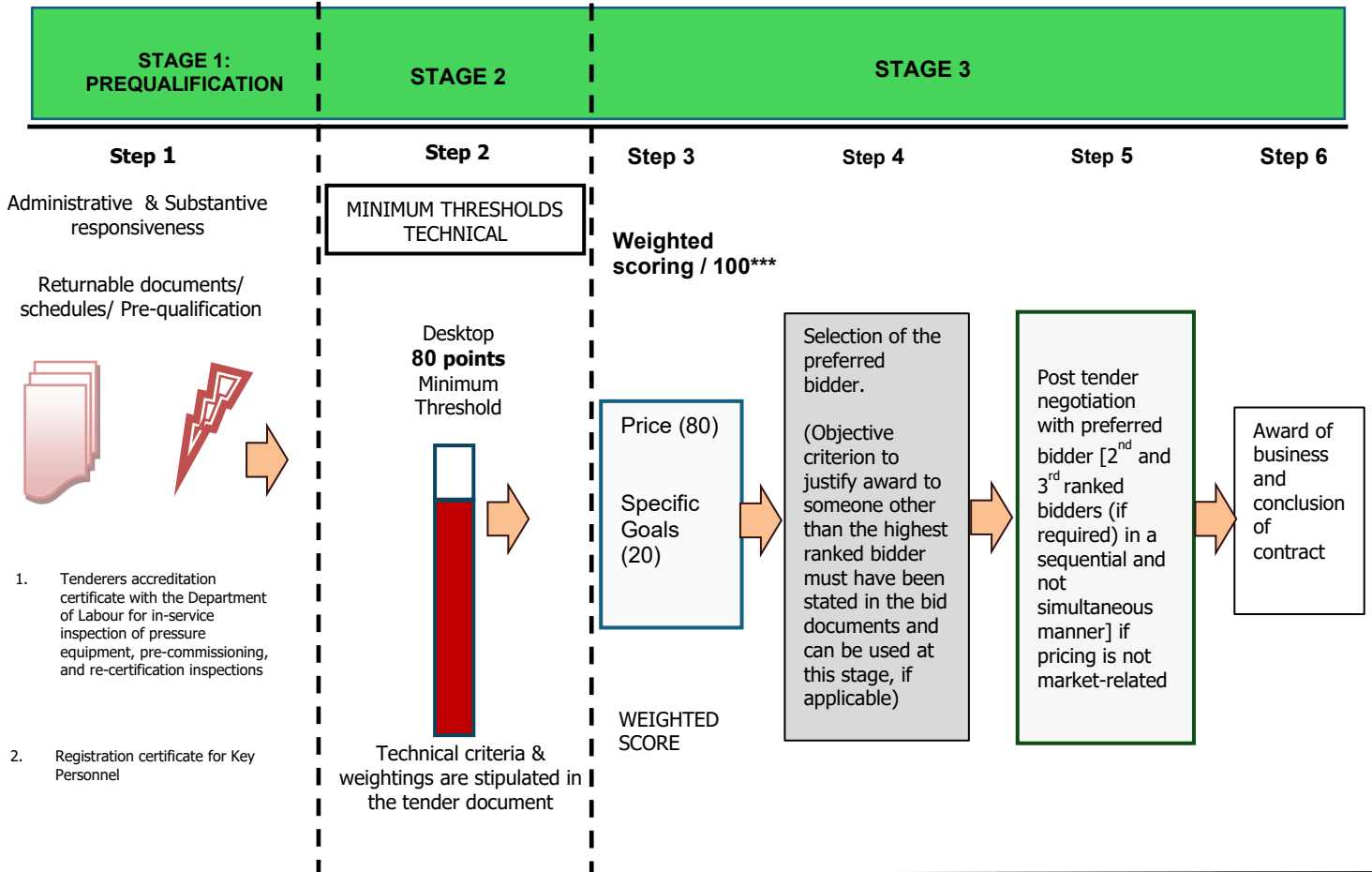
**Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.**

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C3.11.1 **EVALUATION METHODOLOGY AND CRITERIA**

Transnet intends utilizing the following methodology and criteria in evaluating Tenders:

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

**C3.11.2 STEP ONE: Test for Administrative & Substantive Responsiveness**

The test for administrative & Substantive responsiveness will include the following:

<b>Administrative responsiveness check</b>
• Whether the Bid has been lodged on time
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
• Verify the validity of all returnable documents
• Verify if the Bid document has been duly signed by the authorised respondent
• Whether the Bid contains a priced offer.
• Whether the Bid materially complies with the scope and/or specification given

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

- Whether the following Technical pre-qualification/eligibility criteria set by Transnet have been met

***The test for administrative & Substantive responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further Technical Evaluation.***

### C3.11.3 **STEP TWO Technical Evaluation**

The minimum number of evaluation points for Technical Evaluation is a Total score of **80** points.

#### **Technical Evaluation Criteria**

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

<b>ELIGIBILITY CRITERIA</b>			
<b>Technical criteria (Desktop)</b>	<b>Requirement</b>	<b>Sub-criteria</b>	<b>Maximum number of points</b>
<b>Company Previous Experience</b>	It is accordingly required that the tenderer furnish a list of projects undertaken by the tenderer in the last 10 years.	Tenderer's experience: The company must provide a list of previous year's experience in AIA works within the petrochemical industry.	<b>15</b>
<b>Key Resources Experience</b>	Curriculum Vitae (CVs) for all personnel proposed for the project. Each CV must include: Relevant qualifications and certifications. Years of experience in similar roles. Specific experience in AIA works within the petrochemical industry. Roles and responsibilities on previous projects. Proof of qualifications must be attached (certificates, diplomas, etc.).	Mechanical or Metallurgical Engineer	<b>10</b>
		Non-Destructive Testing Technician	<b>10</b>
		Inspector of Pressurised Equipment (IPE)	<b>10</b>
		API 653 Inspector	<b>10</b>
		API 570 Inspector	<b>10</b>
<b>Organogram</b>	An organisation chart showing the Full time and Contracted key people in your organisation (nationwide) that will be utilised for this service.	Project Team and Resource Organogram to indicate Key and other resources	<b>10</b>

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<b>Geographic Footprint</b>	The services are required mainly in KZN / Gauteng corridor and is spread across 5 provinces hence the tenderer should submit the following:  1. List of the branches intended to service the identified project /sites.	Details of various region intended to service the identified project / sites. The pipelines and above ground installations are located in the following provinces: GP, KZN, FS, NW and MP	<b>25</b>
<b>Maximum score for Functionality</b>			<b>100</b>

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

- T2.2-03 **Evaluation Schedule:** Company's Previous Experience
- T2.2-04 **Evaluation Schedule:** Organogram and Key Personnel CV
- T2.2-05 **Evaluation Schedule:** Geographic Footprint

The scores of each of the evaluators will be averaged, weighted, and then totaled to obtain the final score for Technical Evaluation (Desktop), unless scored collectively. (See CIDB Inform Practice Note #9).

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

C.3.11.4 **STEP THREE: Evaluation and Final Weighted Scoring**

Only tenders that pass the Technical Evaluation (Presentation & Interview) will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

Up to 100 minus W<sub>1</sub> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

**C.3.11.4.1 Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]:

<b>Selected Specific Goal</b>	<b>Number of points allocated (10)</b>
B-BBEE Level of contributor – Level 1 or 2	10

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

<b>Specific Goals</b>	<b>Acceptable Evidence</b>
B-BBEE Level 1 or 2	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

**C.3.11.4.2 Black Women Owned** [Weighted score 5 points]:

<b>Selected Specific Goal</b>	<b>Number of points allocated (5)</b>
30% Black Women Owned	5

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

<b>Specific Goals</b>	<b>Acceptable Evidence</b>
30% Black Women Owned	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

**C.3.11.4.3 Black Youth Owned** [Weighted score 5 points]:

<b>Selected Specific Goal</b>	<b>Number of points allocated (5)</b>
Majority Black Youth Owned (Qualifying 51%)	5

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

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Specific Goals	Acceptable Evidence
Majority Black Youth Owned (Qualifying 51%)	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

C.3.11.4.4 The maximum points for this bid are allocated as follows:

<u>DESCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE Level of Contributor (1 or 2)	10
30% Black Women Owned	5
Majority Black Youth Owned (Qualifying 51%)	5
Total points for Price and Specific Goals must not exceed	100

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

C3.11.5 **STEP FOUR: Objective Criteria (if applicable)**

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. Transnet may apply the following objective criteria to the bid process:

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet’s Return On Investment;
- The tenderer:
  - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement,
  - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - has the legal capacity to enter into the contract,
  - is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - complies with the legal requirements, if any, stated in the tender data, and

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

C3.11.6 **STEP FIVE: Post Tender Negotiations**

Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.

In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

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C3.11.7 **STEP SIX: Award of Business and Conclusion of Contract**

Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).

A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

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C.3.13 Tender offers will only be accepted if:

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

the tenderer:

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

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

---

## T2.1 List of Returnable Documents

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

T2.2-01 **Stage One: Eligibility Criteria Schedule** – Tenderers valid approval documentation as issued by the Department of Labour for the following: In-service Inspection of Pressure Equipment, Pre-commissioning, and Re-certification Inspections.

T2.2-02 **Stage One: Eligibility Criteria Schedule** – Registration Certificates for Key personnel

### 2.1.2 Stage Two: these schedules will be utilised for evaluation purposes:

T2.2-03 **Evaluation Schedule:** Company's Previous Experience

T2.2-04 **Evaluation Schedule:** Organogram, Key Personnel CV's

T2.2-05 **Evaluation Schedule:** Geographic Footprint

### 2.1.3 Returnable Schedules:

#### General:

T2.2-06 Certificate of Attendance at Tender Clarification Meeting

T2.2-07 Authority to submit tender

T2.2-08 Record of addenda to tender documents

T2.2-09 Letter of Good Standing

T2.2-10 Risk Elements

T2.2-11 Schedule of proposed Sub-consultants

#### Agreement and Commitment by Tenderer:

T2.2-12: ANNEX G Compulsory Enterprise Questionnaire

T2.2-13 Non-Disclosure Agreement

T2.2-14 RFP Declaration Form

T2.2-15 RFP – Breach of Law

T2.2-16 Certificate of Acquaintance with Tender Document

T2.2-17 Service Provider Integrity Pact

T2.2-18 Supplier Code of Conduct

T2.2-19 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-20 Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

### 1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-21 Insurance provided by the Consultant



**1.3.3 Transnet Vendor Registration Form:**

T2.2-22 Transnet Supplier Declaration Form

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

**2.3 C1.2 Contract Data**

**2.4 C1.3 Forms of Securities**

**2.5 C2.1 Pricing Instructions**

**2.6 C2.2 Pricing Schedule**



**Compulsory Returnable**

**T2.2-01: Eligibility Criteria Schedule: Tenderers submit proof of accreditation certificate with the Department of Labour for the following:**

- **In-service Inspection of Pressure Equipment,**
- **Pre-commissioning, and**
- **Re-certification Inspections.**

**Index of documentation attached to this schedule:**

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**Note: Tenderers without a copy of a valid certificate to prove the registration will be disqualified**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



Compulsory Returnable

## **T2.2-02: ELIGIBILITY CRITERIA SCHEDULE –REGISTRATION FOR ENGINEERING AND INSPECTORS POSITIONS**

The minimum registration for the identified key personnel is required to be submitted as a part of the tender as indicated in the table below. One position shall be linked to one resource.

<b>Position</b>	<b>Required registrations</b>	<b>Proposed Resource name</b>	<b>Documents Submitted (Yes/No)</b>
Mechanical or Metallurgical Engineer	Pr.Eng. or Pr.Tech Eng. registration documentation with Engineering Council of South Africa.		
Non-Destructive Testing Technician	Registration certificate as a Non-Destructive Testing Technician is certified in accordance with American Society of Non-Destructive Testing (ASNT) 1A at level 2 (or equivalent certification recognizable by International Committee for Non-destructive Testing Multilateral Recognition Agreement) in relevant Non-Destructive Examinations method as allowed by SNT-TC-1A		
Inspector of Pressurised	Registration certificate as an Inspector of Pressurised		



DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF SPECIALIST CONSULTING SERVICES FOR THE LILLY PIPELINE UPGRADE PROJECT FOR THE PREFEASIBILITY PHASE FOR TRANSNET PIPELINES

<b>Position</b>	<b>Required registrations</b>	<b>Proposed Resource name</b>	<b>Documents Submitted (Yes/No)</b>
Equipment (IPE)	Equipment (IPE) issued by the Department of Labour		
API 653 Inspector	Proof of valid registration certificate as an API 653		
API 570 Inspector	Proof of valid registration certificate as an API 570		

Failure to meet all the above registration requirements and to provide all valid copies of the relevant certificates shall be disqualified.

Signed at

Date

Name

Position

Tenderer

**Evaluation schedule****T2.2-03: Previous Experience (15 points)**

Note to tenderers:

As part of the pre-requisite requirements, your company must demonstrate appropriate project in a petrochemical environment, specifically in AIA (Approved Inspector Authority) works within petrochemical industry. Kindly provide the following documentation and details:

**1. List of Relevant Completed Projects (Last 10 Years)**

Provide a detailed list of projects completed in the petrochemical industry involving AIA & NDT works.

For each project, include:

- Project Name
- Project Duration (Start and End Dates)
- Scope of Services Provided (specific AIA-related services)
- Total Cost of Services Rendered
- Client/Employer Name
- Traceable References to substantiate experience indicated:
  - Contact Person
  - Contact Details (email and/or phone number)
  - Reference Letter on the letter head

Failure to submit references to substantiate experience indicated will result in a score of zero. (i.e., Reference letters, Completion Certificates, etc.)



DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY AND NON - DESTRUCTIVE TESTING SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

<b>Evaluation schedule</b>
----------------------------

## T2.2-04: Project Organisational Structure & Experience of key Persons (60 points)

To ensure the successful execution of the scope of works, the Service Provider is required to submit the following documentation with their tender submission:

### 1. Organizational Structure

A detailed organization chart indicating all the key resources as listed below, as well as support and supervisory staff that will be tasked with providing the services. The roles and responsibilities for the services of each resource should be clearly stated.

#### Key Resources:

1. Mechanical or Metallurgical Engineer
2. Non-destructive Testing Technician
3. Inspector of Pressurised Equipment
4. API 653 Inspector
5. API 570 Inspector

#### Other Resources:

6. Technical Manager
7. Quality Manager
8. Competent Person Steam Generator (CP-SG)

The scoring of the organogram chart will be as follows: (**weighting 10**)

0%	No organization chart submitted.
20%	The organization chart indicates two key project resources positions.
40%	The organization chart indicates three key project resources positions and names.
60%	The organization chart indicates four key project resources positions and names.

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY AND NON - DESTRUCTIVE TESTING SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

80%	The organization chart indicates all five key project resources positions and names. The bidder to also clearly indicates allocation of resources for Durban and Guateng.
100%	The organization chart indicates all key and other project resources positions and names. The bidder to also clearly indicates allocation of resources for all service areas.

## 2. Key Personnel CVs

- **Curriculum Vitae (CVs)** for all personnel proposed for the project.
- Each CV must include:
  - Relevant qualifications and certifications.
  - Years of experience in similar roles.
  - Specific experience in AIA works within the petrochemical industry.
  - Roles and responsibilities on previous projects.
  - Proof of qualifications must be attached (certificates, etc.).

**Note:** Service Provider to explicitly state relevance experience of key resources that will be used for the scope of works.

### CV of Mechanical or Metallurgical Engineer

No.	Key Person	Name and Surname	Experience/CV Attached
1			

The scoring of Mechanical or Metallurgical Engineer CV will be as follows: (**weighting 10**)

0%	Mechanical or Metallurgical Engineer provided insufficient information to determine experience.
20%	Mechanical or Metallurgical Engineer has less than 4 years of experience in AIA works
40%	Mechanical or Metallurgical Engineer has 4 years but less than 6 years of experience in AIA works



DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY AND NON - DESTRUCTIVE TESTING SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

60%	Mechanical or Metallurgical Engineer has 6 years but less than 8 years of experience in AIA works
80%	Mechanical or Metallurgical Engineer has 8 years but less than 10 years of experience in AIA works
100%	Mechanical or Metallurgical Engineer has 10 years and more of experience in AIA works

**Failure to submit a relevant CV will be scored zero**

**Attached submissions to this schedule:**

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**CV of NDT Technician**

No	Key Person	Name and Surname	Experience/CV Attached
1			

**The scoring of NDT Technician CV will be as follows: (weighting 10)**

0%	NDT Technician provided insufficient information to determine experience.
20%	NDT Technician has less than 4 years of experience in AIA works
40%	NDT Technician has 4 years but less than 6 years of experience in AIA works
60%	NDT Technician has 6 years but less than 8 years of experience in AIA works
80%	NDT Technician has 8 years, but less than 10 years of experience clearly

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY AND NON - DESTRUCTIVE TESTING SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

	<b>stated in AIA works</b>
<b>100%</b>	<b>NDT Technician has 10 years and more of experience clearly stated in AIA works</b>

**Failure to submit a relevant CV will be scored zero**

#### **CV of Inspector of Pressurised Equipment**

<b>No</b>	<b>Key Person</b>	<b>Name and Surname</b>	<b>Experience/CV Attached</b>
<b>1</b>			

**The scoring of Inspector of Pressurised Equipment CV will be as follows: (weighing 10)**

<b>0%</b>	<b>Inspector of Pressurised Equipment provided insufficient information to determine experience.</b>
<b>20%</b>	<b>Inspector of Pressurised Equipment has less than 4 years of experience in pressure vessels</b>
<b>40%</b>	<b>Inspector of Pressurised Equipment has 4 years but less than 6 years of experience in pressure vessels</b>
<b>60%</b>	<b>Inspector of Pressurised Equipment has 6 years but less than 8 years of experience in pressure vessels</b>
<b>80%</b>	<b>Inspector of Pressurised Equipment has 8 years but less than 10 years of experience in pressure vessels</b>
<b>100%</b>	<b>Inspector of Pressurised Equipment has 10 years and more experience in pressure vessels</b>

**Failure to submit a relevant CV will be scored zero**

**The scoring of API 653 Inspector CV will be as follows: (weighing 10)**

<b>0%</b>	<b>Tenderer has submitted irrelevant/ insufficient experience to tank inspection as an API 653.</b>
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DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY AND NON - DESTRUCTIVE TESTING SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

20%	The Inspector has less than 2 years' experience in tank inspection as an API 653 Inspector
40%	The Inspector has less than 4 years' experience in tank inspection as an API 653 Inspector
60%	The Inspector has less than 7 years' experience in tank inspection as an API 653 Inspector
80%	The Inspector has less than 10 years' experience in tank inspection as an API 653 Inspector
100%	The Inspector has 10 years' and more experience in tank inspection as an API 653 Inspector

**The scoring of API 570 Inspector CV will be as follows: (weighing 10)**

0%	Tenderer has submitted irrelevant/ insufficient experience to tank inspection as an API 570.
20%	The Inspector has less than 2 years' experience in tank inspection as an API 570 Inspector
40%	The Inspector has less than 4 years' experience in tank inspection as an API 570 Inspector
60%	The Inspector has less than 7 years' experience in tank inspection as an API 570 Inspector
80%	The Inspector has less than 10 years' experience in tank inspection as an API 570 Inspector
100%	The Inspector has 10 years' and more experience in tank inspection as an API 570 Inspector



TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY AND NON - DESTRUCTIVE TESTING SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

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Signed

Date

Name

Position

Tenderer

## T2.2- 05: Geographic Footprint (25 points)

### Evaluation Schedule

#### Note to the bidder:

The nature of the services required primarily along the Durban to Johannesburg and Secunda to Johannesburg corridor, and across Freestate (FS) and Northwest (NW) provinces. It is essential that the bidder demonstrates presence in key areas which are Durban area and Gauteng to ensure the ability to service the Transnet Pipelines (TPL) network effectively.

#### Mandatory Submission Requirements

The Service Provider must provide the following:

##### 1. List of service offices

Clearly indicate the regional offices that will be used to service the identified project/sites.

Include physical addresses, lease agreement, utility bill for the office, memorandum of understanding (MOU) and contact details for each region.

2. The following areas are along the Geographic footprint of pipeline and installations (Pump Stations):

- 2.1 Durban area KZN
- 2.2 Gauteng area GP
- 2.3 Mpumalanga area MP
- 2.4 Northwest area NW
- 2.5 Freestate area FS

#### Evaluation Criteria: Geographic Footprint (weighting 25)

Submissions will be scored based on the number of service regional office provided, as follows:

	<b>Geographic footprint</b>
<b>0%</b>	No presence in Durban Area and Gauteng service areas
<b>20%</b>	Submission of Durban or Gauteng service areas



TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

<b>40%</b>	Submission of Gauteng and Durban service areas
<b>60%</b>	Submission of Gauteng, Durban & Mpumalanga service areas
<b>80%</b>	Submission of Gauteng, Durban, Mpumalanga & Northwest or Freestate service areas
<b>100%</b>	Submission of Gauteng, Durban, Mpumalanga, Northwest & Freestate service areas

Name \_\_\_\_\_ Date \_\_\_\_\_  
 Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_



### T2.2-06: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

.....  
(Company Name)

Represented  
by:

.....  
(Name and  
Surname)

Was represented at the tender clarification meeting

Held at:	.....	
On (date)	.....	Starting time: .....

#### Particulars of person(s) attending the meeting:

Name

Signature

.....

Capacity

.....

#### Attendance of the above company at the meeting was confirmed:

Name

Signature

.....

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

Date

.....



## T2.2-07: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

### B. Certificate for Partnership

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

Name	Address	Signature	Date



TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

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

**C. Certificate for Joint Venture**

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

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

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

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

**D. Certificate for Sole Proprietor**

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position Sole Proprietor



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

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

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







**T2.2-11: Schedule of Proposed Sub Consultants:**

**Tenderer to note that any deviations from this list of proposed sub-consultants will be subject to acceptance by the *Employer’s Agent* in terms of the Conditions of Contract.**

Provide information of the Sub-consultants below:

	<b>Name of proposed Sub-consultants</b>	<b>Proposed Sub-consultant: National Treasury Central Supplier Database Registration Number</b>	<b>Nature and extent of work</b>	<b>B-BBEEE Certificates or Sworn Affidavit attached to this schedule? Yes/No</b>	<b>Amount of work sub-consulted in Rands (excl. 15% Vat)</b>	<b>Percentage (%) of the sub-consulted amount in terms of the tendered total of the prices.</b>
<b>1.</b>						
<b>2.</b>						
<b>3.</b>						
<b>4.</b>						

**The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-consultant(s) with this schedule:**

Valid B-BBEE Sworn Affidavits or B-BBEE Certificates of each of the proposed sub-consultant(s).



## T2.2-12 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

1. **Section 1: Name of enterprise:** \_\_\_\_\_
2. **Section 2: VAT registration number, if any:** \_\_\_\_\_
3. **Section 3: CIDB registration number, if any:** \_\_\_\_\_
4. **Section 4: CSD number:** \_\_\_\_\_
5. **Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

### 6. Section 6: Particulars of companies and close corporations

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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



DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

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

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

Signed	Date
Name .....	Position .....
Enterprise name .....	.....

**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

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

**1. GENERAL CONDITIONS**

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2</b>	<b>10</b>
<b>Majority Black Women Owned (Qualifying 30%)</b>	<b>5</b>



DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

<b>Majority Black Youth Owned (Qualifying 51%)</b>	<b>5</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

**2. DEFINITIONS**

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

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

- iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

**3. POINTS AWARDED FOR PRICE**

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

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

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

Where

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

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

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

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

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

Majority Black Youth Owned (Qualifying 51%)	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
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- 4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

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

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION



DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

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

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

6.1 B-BBEE Status Level of Contribution and other specific goals: = .....(maximum of 10 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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




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**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional Supplier/Service provider

Other Suppliers/Service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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



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

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....



**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution	Do you, or any person connected with the bidder, have a relationship with any person who is employed

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



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by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this

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



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procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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



**T2.2-13: NON-DISCLOSURE AGREEMENT**

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

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

**TRANSNET SOC LTD**

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

**and**

.....  
.....

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

.....  
.....

.....  
.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

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- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
  - 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
  - 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
    - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
    - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
    - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
  - 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
  - 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.
- 2. CONFIDENTIAL INFORMATION**
- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

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- consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

**3. RECORDS AND RETURN OF INFORMATION**

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

**4. ANNOUNCEMENTS**

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

**5. DURATION**

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

**6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

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

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

**9. GENERAL**

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

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

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

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

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

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



TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

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Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		_____
	_____		_____



## T2.2-14: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_

—

\_\_\_\_\_

—

\_\_\_\_\_

—



DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

Indicate nature of relationship with Transnet:

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—

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—

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—

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—

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

- 6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
- 7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
- 8. We have acquainted ourselves and agree with the content of T2.2-13 "Service Provider Integrity Pact".

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

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

Signature:

Date:

### **IMPORTANT NOTICE TO TENDERERS**

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



## T2.2-15: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BREACH:

\_\_\_\_\_

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

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

\_\_\_\_\_

SIGNATURE OF TENDERER

**T2.2-16: Certificate of Acquaintance with Tender Documents**NAME OF TENDERING ENTITY:

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

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

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

---

SIGNATURE OF TENDERER

## **T2.2-17: Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

### **PREAMBLE**

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

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

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

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

**1 OBJECTIVES**

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

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

**2 COMMITMENTS OF TRANSNET**

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

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

2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

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

3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the

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tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

- Principle 4: the elimination of all forms of forced and compulsory labour;

- Principle 5: the effective abolition of child labour; and

- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;

- Principle 8: undertake initiatives to promote greater environmental responsibility; and

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

d) Anti-Corruption

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

#### 4 INDEPENDENT TENDERING

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

a) has been requested to submit a Tender in response to this Tender invitation;

b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

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

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

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

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

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 5 **DISQUALIFICATION FROM TENDERING PROCESS**

5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service

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Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

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

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

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

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

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6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "prima facie" (i.e. on the face of it) case has been established.

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

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

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

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

## 7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

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

## 8 SANCTIONS FOR VIOLATIONS

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

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

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- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

## 9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

## 10 **DISPUTE RESOLUTION**

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

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

## 11 **GENERAL**

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

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

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

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

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or



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alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature .....

Date .....

## **T2.2-18: Supplier Code of Conduct**

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

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

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

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

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

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

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

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

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

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

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

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

***Conflicts of Interest***



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

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

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

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

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

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

\_\_\_\_\_  
 Signature

## **T2.2-19: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

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

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



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Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

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

**Respondents are required to provide consent below:**

<b>YES</b>	
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<b>NO</b>	
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- 12. The Respondent declares that the personal information submitted for the purpose of this RFI is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent’s authorised representative: \_\_\_\_\_

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



## T2.2-20 Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
<b>Is the Respondent</b>						
<i>(Complete with a "Yes" or "No")</i>						
<b>A</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					<b>Active</b>	<b>Non-Active</b>
1						
2						
3						



TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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

Clause 81.1 in NEC3 Professional Services Contract (June 2005)(amended June 2006 and April 2013) requires that the Consultant provides the insurance stated in the insurance table except any insurance which the Employer is to provide as stated in the Contract Data.

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

<b>Insurance against (See clause 81.1 of the PSC)</b>	<b>Minimum amount stated in the Contract Data &amp; Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the services	The amount stated in the Contract Data		
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 R10 000 000.			
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the Consultant	The amount stated in the Contract Data for any one event		

## **T2.2-22: Transnet Supplier Declaration Form**

The completed Supplier Declaration Form together with the required supporting documents as per Appendix V to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**NB:** Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

### **General Terms and Conditions:**

**Failure to submit the relevant documentation will delay the vendor creation / change process.**

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable, as EMEs and QSEs are only expected to supply an affidavit as per Appendix III and IV), as well as all affidavits, annually. Failure to do so may result in the supplier's account being temporarily suspended.

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

## SUPPLIER DECLARATION FORM

**NB:** Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No. Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Did your company previously operate under another name?					Yes		No	
If <b>YES</b> state the previous details below:								
Trading Name								
Registered Name								
Company Registration No Or ID No If a Sole Proprietor								
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt		



TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

	Education al Instituti on	Specialise d Professi on	Financial Instituti on	Foreign Internati onal	Foreign Branch Office	
--	------------------------------------	-----------------------------------	------------------------------	------------------------------	-----------------------------	--

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	



DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	
--	-------------	--	-------------------------	--	-------------	--

Does your company have a valid BBBEE certificate?	Ye	s		No	
What is your broad based BEE status (Level 1 to 9)					
Majority Race of Ownership					
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership	% Black Youth ownership
Please Note: Please provide proof of BBBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a <b>certified</b> letter signed by a physician, on the physician's letterhead, confirming the disability.					

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

Name		Designation	
Signature		Date	



TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

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**Stamp And Signature Of Commissioner Of Oaths**

Name		Date	
Signature		Telephone No	

**Internal Transnet Departmental Questionnaire (For Office Use Only)**

Company Trading Name	
Company Registered Name	

**Operating Division**

TFR	TFR RME	TE	TPT	TPL	TNP A	TRN PRO P	TRN TCC	TRN FOU N	TRN TCP
Create		Amend		Block		Unblock			
Extend		Delete		Undelete		Once-Off / Emergency			

Please indicate whether the Supplier has a contract with sourcing Transnet OD	Yes		No	
If yes, please submit a copy of the adjudication document / signed-off comparative schedule				



DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

Transnet B-BBEE Department Contact Person		Signature	
Contact number		Email	

**THE FOLLOWING IS TO BE COMPLETED BY THE TRANSNET REQUESTING/SOURCING DEPARTMENT. THE FULL SET OF VENDOR RELATED DOCUMENTS MUST THEN BE FORWARDED TO THE APPROPRIATE VENDOR APPROVAL OFFICIAL FOR APPROVAL**

What is being procured from the supplier?				
Products Only	Yes		No	
Services Only	Yes		No	
Labour Only	Yes		No	
Mix of Products and Services	Yes		No	
Mix of Services and Labour	Yes		No	

If your answer is YES to any of the questions ii to v above and the applicant supplier has not submitted a sworn affidavit as per Appendix II, the matter should be further investigated in terms of the Tax Withholding Procedures. Where necessary you may approach your Operating Division’s Procurement Department for guidance in this regard. Details of the appropriate Transnet decision-making body such as a Cross Functional Sourcing Team, should be indicated below. **A copy of the signed-off document by the mentioned decision-making body should also be attached.**

Type	Deduct Tax		If Tax should be deducted (Indicate % to be deducted)	Department Responsible for Payment  (PROCUREMENT OR *PAYROLL)  * IF PAYROLL SHOULD EFFECT PAYMENT, THE DOCUMENTS SHOULD BE FORWARDED TO THEIR OFFICE
	Yes	No		
Service Provider	Yes	No		



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Labour broker without IRP30 exemption certificate	Yes	No		
Labour broker with IRP30 exemption certificate	Yes	No		
Personal Service Provider	Yes	No		
Independent Contractor	Yes	No		
None of the above apply, state reason				
<p>If PAYE is to be deducted, please indicate whether the applicant supplier has indicated in writing that it is prepared to comply with Transnet's PAYE conditions. <b>(Please attached a copy of the written communication)</b></p> <p>If the reply is "NO", the vendor application will be regarded as cancelled and another service provider should be sourced.</p>				



TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

CERTIFICATION AND APPROVAL OF PROPOSED VENDOR CREATION/VENDOR DETAILS UPDATE BY TRANSNET OFFICIAL WITH APPROPRIATE DELEGATED AUTHORITY.

I hereby certify that the Transnet Procurement Procedure Manual (PPM) / Procurement Mechanisms have in ALL RESPECTS been adhered to and therefore approve the proposed vendor creation/vendor details update.

Vendor Approval Official's Details													
Name						Designation							
Tel No						Fax No							
e-Mail													
Signature			Date			Y	Y	Y	Y	M	M	D	D



Example of an Affidavit or Solemn Declaration as to VAT registration status

**Affidavit or Solemn Declaration**

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

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

Designation: \_\_\_\_\_

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

**Commissioner of Oaths**

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

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

\_\_\_\_\_  
Commissioner of Oaths



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

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly swear/declare that \_\_\_\_\_ employs three or more full time employees, which employees are engaged in the business of rendering the services of the organization and are not connected persons as defined in the Income Tax Act.

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

Designation: \_\_\_\_\_

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

**Commissioner of Oaths**

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

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

\_\_\_\_\_  
Commissioner of Oaths



**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

- • The enterprise is \_\_\_\_\_% black owned;
- • The enterprise is \_\_\_\_\_% black woman owned;
- • The enterprise is \_\_\_\_\_% black youth owned;
- • The enterprise is \_\_\_\_\_% black disable owned;



DESCRIPTION OF THE WORKS: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

- Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10, 000,000.00 (ten million rands);

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

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

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.

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

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

Deponent Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

TRANSNET PIPELINES



TENDER NUMBER: TPL/2025/08/0002/104883/RFP

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

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Commissioner of Oaths

Signature & stamp



**SWORN AFFIDAVIT - B-BBEE QUALIFYING SMALL ENTERPRISE**

I the undersigned,

Full Name & Surname:	
Identity Number:	

Herby declares under oath as follows:

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

Enterprise Name:	
Trading Name:	
Registration Number:	
Enterprise Address:	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_% black owned;
  - The enterprise is \_\_\_\_\_% black woman owned;
  - The enterprise is \_\_\_\_\_% black youth owned;
  - The enterprise is \_\_\_\_\_% black disabled owned;
  - Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (fifty million rand).
  - The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of **the dti** Codes of Good Practise. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales (excluding labour costs and		(b) Job creation – 50%of Jobs created are for black people,	
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DESCRIPTION OF THE WORKS: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%.		provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained.	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and /or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity.	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

Please confirm on the Table below the B-BBEE Level Contribution, **by ticking (✓) the applicable box:**

<b>100% Black Owned</b>	<b>Level One</b> (135% B-BBEE Procurement Recognition)	
<b>More than 51% Black Owned</b>	<b>Level Two</b> (125% B-BBEE Procurement Recognition)	

- (f) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- (g) The sworn affidavit will be valid for a period of 12 months from the date signed by the Commissioner.

Deponent Signature:

.....

Date:

.....

.....

TRANSNET PIPELINES



TENDER NUMBER: TPL/2025/08/0002/104883/RFP

DESCRIPTION OF THE WORKS: FOR THE PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS

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Commissioner of Oaths

Signature & Stamp



TRANSNET PIPELINES  
 TENDER NUMBER: TPL/2026/03/0165/3013/RFP  
 DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

## C1.2 Contract Data

### C1.1 FORM OF OFFER & ACCEPTANCE

#### Offer

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

**Provision of Approved Inspection Authority Services for Transnet Pipelines on an "as and when" required basis for a period of four (4) years**

The tenderer, identified in the Offer signature block, has

examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the NEC3 PSC *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	<b>Not Applicable – Task Order Based</b>
Value Added Tax @ 15% is	<b>Not Applicable – Task Order Based</b>
The offered total of the Prices inclusive of VAT is	<b>Not Applicable – Task Order Based</b>
(in words) Task Order Based	

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.



TRANSNET PIPELINES

TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

---

Signature(s)

Name(s)

Capacity

**for the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date



TRANSNET PIPELINES

TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

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## Acceptance

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

The terms of the contract, are contained in:

- Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2            Pricing Data
- Part C3            Scope of Services

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.



TRANSNET PIPELINES

TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

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Signature(s)

Name(s)

Capacity

**for the**

**Employer:**

Transnet SOC limited

202 Anton Lembede Street

Durban, South Africa

4001

Transnet SOC (Ltd)

Name &  
signature of  
witness

Date



TRANSNET PIPELINES

TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

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## Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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



TRANSNET PIPELINES  
TENDER NUMBER: TPL/2026/03/0165/3013/RFP  
DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

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**For the tenderer:**

**For the Employer**

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

**Transnet SOC (Ltd)**  
**202 Anton Lembede Street**  
**Durban, South Africa**  
**4001**

Name & signature of witness

Date



TRANSNET PIPELINES  
 TENDER NUMBER: TPL/2026/03/0165/3013/RFP  
 DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

## C1.2 Contract Data

### Part one - Data provided by the Employer

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	<b>G: Term contract</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X9: Transfer of rights</b>
		<b>X10 <i>Employer's Agent</i></b>
		<b>X11: Termination by the <i>Employer</i></b>
		<b>X18: Limitation of liability</b>
		<b>Z: <i>Additional conditions of contract</i></b>
		<b>Z1 Obligations in respect of Joint Venture Agreements</b>



TRANSNET PIPELINES

TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

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- Z2 Additional obligations in respect of Termination**
- Z3 Right Reserved by the Employer to Conduct Vetting through SSA**
- Z4 Additional Clause Relating to the Employer's rights to take appropriate action**
- Z5 Protection of Personal Information Act**
- Z6 Time**
- Z7 Compensation event**
- Z8 Limitation of liability**
- Z9 Additional clauses relating to cession of rights**
- Z10 Additional clauses relating to interpretation of the law**
- Z11 Additional clauses relating to Ethics**
- Z12 Employer's Step in rights**

of the NEC3 Professional Services  
Contract (June 2005) (amended June  
2006 and April 2013)

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10.1 The *Employer* is (Name): **Transnet SOC Ltd**



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DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

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**

11.2(9)	The <i>services</i> are	<b>The Provision of approved inspection authority and non-destructive testing services for Transnet Pipelines on an "as and when" required basis for a period of four (4) years</b>
11.2(10)	The following matters will be included in the Risk Register	<b>All matters notified in accordance with Clause 15.1</b>
11.2(11)	The Scope is in	<b>Part C3.1: The Scope of the Contract Document</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 (two) weeks</b>
13.6	The <i>period for retention</i> is	<b>5 (five) years following Completion or earlier termination.</b>



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DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

**2 The Parties' main responsibilities**

25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		1	
		2	
		3	

**3 Time**

31.2	The <i>starting date</i> is	<b>To be confirmed</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	<b>To be confirmed</b>	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		1	
		2	
		3	
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	<b>2 (two) weeks of the Contract Date.</b>	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>4 (four) weeks.</b>	

**4 Quality**

40.2	The quality policy statement and quality plan are provided within	<b>2 (two) weeks of the Contract Date.</b>	
41.1	The <i>defects date</i> is	<b>52 weeks after each task completion date</b>	



TRANSNET PIPELINES

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DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

<b>5</b>	<b>Payment</b>									
50.1	The <i>assessment interval</i> is on the	<b>18<sup>th</sup> day of each successive month.</b>								
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	<table border="1"> <thead> <tr> <th>Item</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Economy air fares</td> <td>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</td> </tr> <tr> <td>Car hire not exceeding group B</td> <td>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</td> </tr> <tr> <td>Accommodation</td> <td>Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.</td> </tr> </tbody> </table>	Item	Amount	Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.	Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.	Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
Item	Amount									
Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.									
Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.									
Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.									
51.1	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>								
51.2	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR).</b>								
51.5	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank of South Africa.</b>								
<b>6</b>	<b>Compensation events</b>	<b>No additional data required for this section of the conditions of contract.</b>								
<b>7</b>	<b>Rights to material</b>	<b>No additional data required for this section of the conditions of contract.</b>								
<b>8</b>	<b>INDEMNITY, INSURANCE AND LIABILITY</b>									



TRANSNET PIPELINES

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DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

81.1 The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	<b>Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims</b>	<b>52 Weeks</b>
death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<b>General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims</b>	<b>0 Weeks</b>



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DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

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death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

**The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Consultant* arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended. 0 Weeks**

**Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00**

Motor Vehicle Liability Insurance

---

81.1 The *Employer* provides the following insurances

**Professional Indemnity insurance in respect of failure of the *Consultant* to use the skill and care normally used by Professionals providing services similar to the *services***

**General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant***



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DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b><i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i></b>
<b>9</b>	<b>TERMINATION</b>	<b>No additional data required for this section of the <i>conditions of contract</i>.</b>
10	<b>Data for main Option clause</b>	
<b>G</b>	<b>Term contract</b>	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	<b>Four (4) weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>



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DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the <i>arbitration procedure</i> does not state who selects an arbitrator, is</li> </ul>	<p><b>The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b></p> <p><b>Durban</b></p> <p><b>The Chairman of the Association of Arbitrators (Southern Africa)</b></p>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>index</i> is	<p><b>The consumer Price Index (CPI) for "Services" as published by Statistics South Africa in Table A (Analytical Series – CPI for Services) of the Statistical Release PO141</b></p>
<b>X2</b>	<b>Changes in the law</b>	
X2.1	The <i>law of the project</i> is	<b>The law of the Republic of South Africa</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	<p>Delay damages for late Completion of the whole of the <i>services</i> are</p>	<b>R5000 per task order</b>
<b>X9</b>	<b>Transfer of rights</b>	
		<p><b>The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.</b></p>
<b>X10</b>	<b>The <i>Employer's Agent</i></b>	



TRANSNET PIPELINES  
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 DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

X10.1	The <i>Employer's Agent</i> is	<b>To be confirmed</b>
	Name:	.....
	Address	
	The authority of the <i>Employer's Agent</i> is	<b>Fully empowered to act on behalf of the Employer for the services covered by the contract.</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Consultant's liability</i> to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</b>
X18.2	The <i>Consultant's liability</i> to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	<b>The cost of correcting the defect (The Total of the Prices)</b>
X18.3	The <i>end of liability date</i> is	<b>2 (Two) years after Completion of the whole of the services.</b>
<b>Z</b>	<b>Additional conditions of contract</b>	
	The <i>additional conditions of contract</i> are	
<b>Z1</b>	<b>Obligations in respect of Joint Venture Agreements</b>	



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---

Z1.1

Insert the additional core clause 21.5

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

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

- A brief description of the Contract and the Deliverables;
  - The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
  - The constituents' interests;
  - A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
  - Details of an internal dispute resolution procedure;
  - Written confirmation by all of the constituents:
    - i. of their joint and several liability to the *Employer* to Provide the *services*;
    - ii. proof of separate bank account/s in the name of the joint venture;
    - iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the *Consultant's* representative;
    - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.
  - Financial requirements for the Joint Venture:
    - i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
    - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture
-



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---

Z1.2

Insert additional core clause 21.6

21.6. The *Consultant* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

---

**Z2 Additional obligations in respect of Termination**

---

Z2.1

The following will be included under core clause 90.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings
  - repudiated this Contract
- 

Z2.2

*Clause 90.5 is added as an additional clause*

Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.

---

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

---



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---

Z3.1

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

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

---

**Z4 Additional Clause Relating to the Employer's rights to take appropriate action**

---



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---

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

Any declared, exposed or confirmed tender rigging.

Z4.1.1

The *Consultant* further 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 execution of this contract.

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.

Z 4.1.2

The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Services or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z4.1.3

If the *Consultant* 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 with the *Employer*, the *Employer* shall be entitled to terminate the contract forthwith and take any other action as appropriate against the *Consultant* (including civil or criminal action).





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Z7.1	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
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**Z8            Limitation of liability**

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Z8.1	Add to core clause 82.1 and X18
------	---------------------------------

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

---

**Z9            Additional clauses relating to  
                  cession of rights**

---

Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
------	---

---

Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
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---

**Z10           Additional clauses relating to  
                  interpretation of the law**

---

Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> 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.
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**Z11           Additional clauses relating to  
                  Ethics**

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DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

---

Z11.1	The <i>Consultant</i> undertakes:
Z11.1.1	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 execution of this contract;
Z11.1.2	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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z11.2	The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z11.3	If the <i>Consultant</i> 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 with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
<b>Z12</b>	<b><i>Employer's Step in rights</i></b>
Z12.1	If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i> ) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> .



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Z12.2

The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (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 *Consultant* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Employers' Agent* to achieve this end.

## C1.2 Contract Data

### Part two - Data provided by the Consultant

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-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 151 to 159 of the PSC3 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 Consultant is (Name):	



TRANSNET PIPELINES  
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 DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

---

Address

Tel No.

Fax No.

---

22.1 The Consultant's key persons are:

1 Name:

Job:

Responsibilities:

Qualifications:

Experience:

2 Name:

Job

Responsibilities:

Qualifications:

Experience:

Info.

**CV's (and further *key persons* data including CVs) are appended to Tender Schedule entitled.....**

---

11.2(3) The completion date for the whole of the services is

---



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11.2(10) The following matters will be included in the Risk Register

---

11.2(13) The staff rates are:

	<b>name/designation</b>	<b>rate</b>
--	-------------------------	-------------

---

---

25.2 The Employer provides access to the following persons, places and things

<b>access to</b>	<b>access date</b>
------------------	--------------------

**1**

**2**

**3**

---

31.1 The programme identified in the Contract Data is

---

50.3 The expenses stated by the Consultant are

<b>item</b>	<b>amount</b>
-------------	---------------

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**G Term contract**

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11.2(25) The *task schedule* is in

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TRANSNET PIPELINES

TENDER NUMBER: TPL/2026/03/0165/3013/RFP

DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

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## PART C2: PRICING DATA

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option G	
C2.2	Pricing Schedule	

## **C2.1 Pricing assumptions: Option G**

### **C2.1.1 Pricing Instructions**

- 1) The *Consultant* shall be paid under Option G (Term Service) for services performed.
- 2) The staff rates are the prices charged for staff and shall include for all the costs to the *Consultant*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 3) The total annual cost of employment of a person is the total amount borne by the *Consultant* in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; *Employer's* contribution to medical aid; group life insurance premiums borne by the *Consultant*; the *Consultant's* contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc; and amounts payable in terms of an Act.
- 4) The hourly rates for salaried professional or technical staff (staff rate category 4 in Pricing Schedule) shall not exceed that payable professionally qualified responsible for carrying out the service (staff rate category 3 in Pricing Schedule).
- 5) The hourly rates for salaried staff include all protective clothing and all standard equipment.
- 6) The staff rate for casual labour shall include the provision of all protective clothing.
- 7) Payment to a director or member not providing strategic guidance in planning and executing a project or performing quality management checks shall be paid under another relevant category.
- 8) The staff rates derived from the Pricing Schedule exclude value added tax.

### **C2.1.2 Expenses**

- 1) A subsistence allowance is an amount intended to cover incidental costs incurred by reason of living away from home, such as the cost of meals, liquid refreshments, phone calls, internet access, laundry and job-related out of pocket expenses that are not paid for in terms of the contract.
- 2) A subsistence allowance may only be claimed in respect of each night that a staff member is away from home.
- 3) Travel expenses may only be claimed in respect of the cost of transportation of the *Consultant's* staff from their usual place of business to the jobsite, and return from the jobsite to *Consultant's* usual place of business.
- 4) The transportation and accommodation costs and costs for excavation of test pits, boreholes, drilling, testing and sampling and making good, shall be multiplied by a factor to compensate the *Consultant* for any unrecovered costs associated with these items.
- 5) All air travel shall be in economy class on a scheduled airline.
- 6) Accommodation means a
  - a) bed and breakfast;
  - b) guest house;
  - c) self catering; or
  - d) hotel having a star rating of 1, 2 or 3as defined by the Tourism Grading Council of South Africa (see [www.tourismgrading.co.za](http://www.tourismgrading.co.za)).

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- Note:** A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.
- 7) Breakfast not included in accommodation is not an expense as it falls under the subsistence allowance.
- 8) A hired car means a motor vehicle having an engine capacity of not more than 1600cc.
- Note:** A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.

## C2.2 Pricing Schedule

The *staff rates* are:

	Category	Basis of Staff Rates	Rate
1.0	<b>SHEQ Requirements</b>		
	Provision of a safety file, site access permits, medical certificates, safety equipment i.e. PPE etc.) <b>NB// (a breakdown of a total amount for SHEQ requirement shall be issued for claim purposes, including back-up documents i.e. medical certificates, PPE invoices etc.)</b>	Sum	

2.0	Resources Requirements	Basis of Staff Rates	Rate
2.1	<b>Inspector of Pressurised Equipment (IPE)</b>	Normal Working Time per hour	
		Overtime per hour	
		Traveling Time per hour	
		Standing Time per hour	
2.2	<b>NDT Technician</b>	Normal Working Time per hour	
		Overtime per hour	
		Traveling Time per hour	
		Standing Time per hour	
2.3	<b>Pr. Engineer</b>	Normal Working Time per hour	
		Overtime per hour	
		Traveling Time per hour	

		Standing Time per hour	
<b>2.4</b>	<b>Assistant</b>	Normal Working Time per hour	
		Overtime per hour	
		Traveling Time per hour	
		Standing Time per hour	
<b>2.5</b>	<b>API 653 Inspector</b>	Normal Working Time per hour	
		Overtime per hour	
		Traveling Time per hour	
		Standing Time per hour	
<b>2.6</b>	<b>API 570 Inspector</b>	Normal Working Time per hour	
		Overtime per hour	
		Traveling Time per hour	
		Standing Time per hour	

**TABLE OF RATES FOR NDT's ON BUTT WELDS – EACH PER RAND**



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SIZE (NB)	RT ≤ Sch.40 (R)	RT > Sch.40 (R)	MPT (R)	LPT (R)	UT (R)
10					
15					
20					
25					
40					
50					
60					
80					
100					
150					
200					
250					
300					
350					
400					
450					
500					
550					
600					

**The expenses are:**

TRANSNET PIPELINES  
 TENDER NUMBER: TPL/2026/03/0165/3013/RFP  
 DESCRIPTION OF THE SERVICES: PROVISION OF APPROVED INSPECTION AUTHORITY SERVICES FOR TRANSNET PIPELINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FOUR (4) YEARS.

Category		Basis of expense, excluding VAT	Applicable parameter
<b>2</b>	<b>Private car or MPV</b>		
2.1	Engine capacity less than or equal to 1600cc	Cost per km in Rands	R /km

**Note:**

Disbursements are paid on proven cost + 5% administration fee.

## Part C3 *Services* Information

Document reference	Title	No of pages
C3.1	This cover page <i>Scope</i>	1 18
	Total number of pages	19



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## 1. GLOSSARY

AFC	- Approved for Construction
AIA	- Approved Inspection Authority
BOQ	- Bill of Quantities
COC	- Certificate of Compliance
EIA	- Environmental Impact Assessment
EMAT	- Electromagnetic Acoustic Transducer
ERW	- Electric Resistance Welding
FEL	- Front End Loading
GRP	- Glass Reinforced Polymer
HAZOP	- Hazardous and Operability Study
HP	- High Pressure
H&S	- Health and Safety
E & I	- Electrical and Instrument
LP	- Low Pressure
MCC	- Master Control Centre
MTO	- Material Take Off
NOC	- National Operating Centre
NKP	- National Key Point
NDT	- Non-Destructive Testing
MPP	- Multi Product Pipeline
OHS	- Occupational Health and Safety
P&ID	- Process and Instrument Diagram
PLC	- Programmable Logic Controller
PLP	- Project Lifecycle Process
PPE	- Personal Protective Equipment
PMI	- Positive Material Identification
QA	- Quality Assurance
QCP	- Quality Control Plan
RFQ	- Request for Quotation
RFP	- Request for Proposal
SAT	- Site Acceptance Test
TBA	- Technical Bid Analysis
ToFD	- Time-of-Flight-Diffraction
TPL	- Transnet Pipelines

TRV	- Thermal Relief Valve
UT	- Ultrasonic Testing

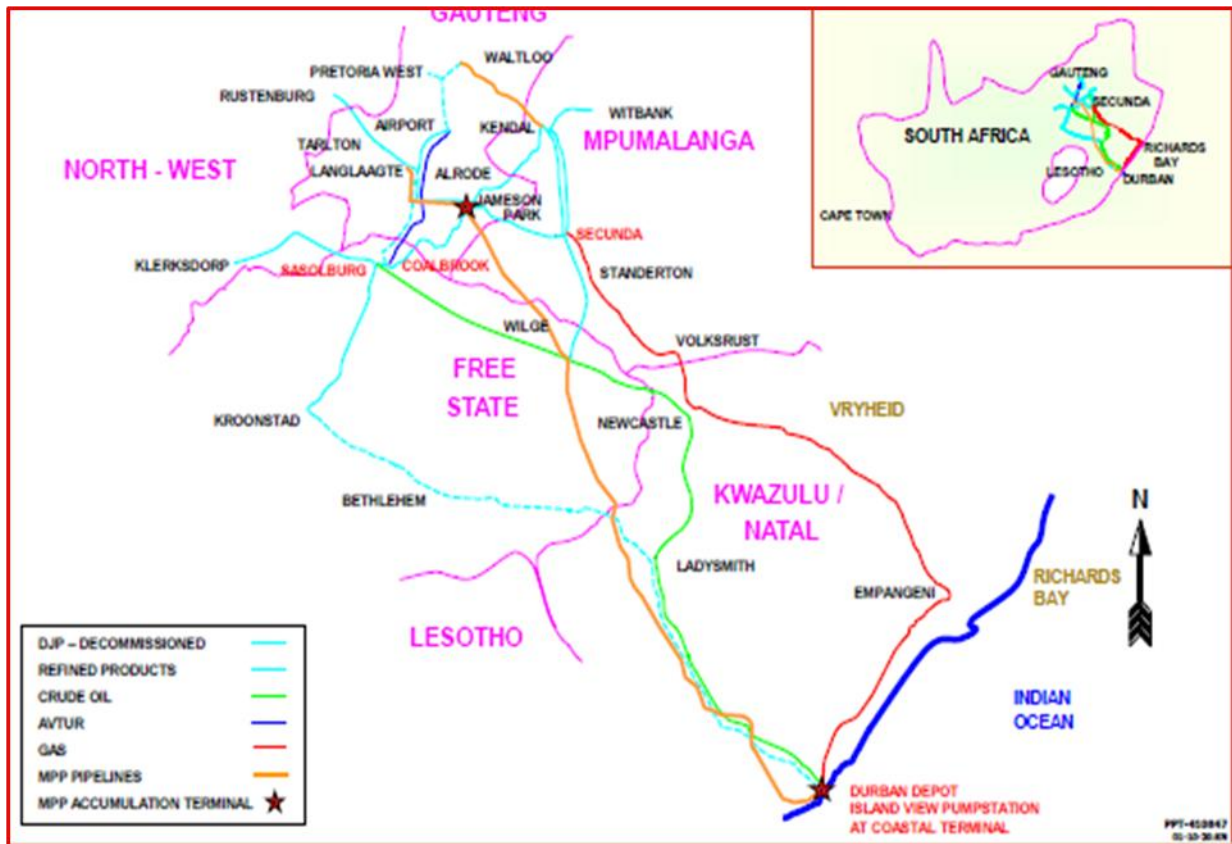
## 2. TRANSNET PIPELINES BACKGROUND

Transnet Pipelines (TPL), a pipeline operating division of Transnet SOC Limited, provides strategic pipeline infrastructure, with associated world class pipeline logistics, for the petroleum and gas industries of South Africa. This is done in partnership with our customers and stakeholders thereby assuring the African sustainable development imperative. Established in 1965, Transnet Pipelines owns operates and maintains a network of some 3100km of high-pressure petroleum and gas pipelines. Transnet Pipelines transports an average of 16 billion litres of fuel per annum. This includes diesel, unleaded petrol, aviation turbine fuel and crude oil.

The pipeline network and the liquid fuels network depots traverses 5 provinces, KwaZulu-Natal, Free State, Gauteng, Northwest and Mpumalanga. The intake stations are in Durban, Sasolburg and Secunda. TPL transports petroleum products through the pipeline network including of underground steel pipelines, delivery depots and pump stations as depicted in the map below. The pipeline is laid within a servitude, which traverses through many properties (private, state owned, local authorities) with the pump stations and delivery depots located in rural, industrial and suburban areas along the pipeline routes.

The pipelines range from 6" (150mm) to 24" (600mm) in diameter and branches ranges from 1" (25.4mm) to 4" (101.6mm). All the pipelines have been constructed in accordance with the American Code ASME B31.4.

### 3. CURRENT SYSTEM CONFIGURATION (PIPELINE LOCATION)



TPL is responsible for the operation, maintenance and improvement of Transnet’s pipeline network, comprising four separate commodity-specific pipelines or pipeline networks:

- A refined fuels pipeline that runs from Durban to Jameson Park (Gauteng) and then into the diversified inland network.
- A crude oil pipeline that runs from Durban to the Natref oil refinery (Coalbrook)
- A short Avtur pipeline from Natref to Johannesburg OR Tambo International Airport
- A methane-rich gas pipeline that runs from Secunda to Durban

The Consultant will be providing AIA services throughout the pipeline network as indicated above, for any welding related project works scheduled to be executed at any of the TPL depots and underground pipeline network.

## **4. SCOPE OF SERVICES OVERVIEW**

### **4.1 Approved Inspection Authority Services For Construction Works**

Transnet Pipelines requires a Consultant to provide the various inspection methods and procedures offered by an Approved Inspection Authority (AIA) with personnel qualified in terms of Clause 11 of SANS 10227:2012 Edition 2.1 as amended, necessary during the procurement, fabrication and installation of the mechanical works at various TPL Depots and in the open field in all terrains and or in built up areas in the North West, Free State, Mpumalanga, Gauteng and KwaZulu Natal provinces. Approval of a QA data pack, including approval and verification of redlined "as- built" drawings supplied by the mechanical contractor.

The installation of small to medium diameter (10NB to 600NB) carbon and stainless steel piping, HDPE and PVC piping including valves and in-line ancillaries, inspection of free issued equipment, inspection of GRP and steel tanks, witnessing of pressure testing of piping system, supply, positive material identification and verification of NDT services, witnessing the commissioning of the system, systems and structures in a hazardous petroleum environment, and any other work arising out of or incidental. The Consultant services will be required on an as when bases.

### **4.2 Non-Destructive Testing (NDT) Services For Pipeline Repairs**

The Consultant shall provide non-destructive testing (NDT) services for basic methods including Visual inspection (VT), Liquid Penetrant inspection (PT), Magnetic Particle inspection (MT), Radiography examination (RT) and Ultrasonic examination (UT).

Advanced applications in NDT including but not limited to Eddy current, Phased Array, EMAT testing and ToFD technology may be required on odd occasions.

Consultant may recommend any other technology deemed fit for inspection of in-service carbon steel pipelines. These works largely constitute inspections of welds on pressure vessels.

The magnetic particle inspection, Ultrasonic examination and Inspection seam weld features shall be carried out inline with the method in the followings:

#### **4.2.1 Magnetic Particle Inspections (MPI)**

4.2.1.1 Technique shall be general – visual contrast, AC, continuous method, wet ink meeting requirements of ASTM E 709.

4.2.1.2 Use only an alternating current electromagnet (yoke) with a magnetic field strength of at least 2400 A/m or 0.72 Tesla (it must be able pick up at least 4,5kg of steel).

- 4.2.1.3 Keep pole spacing to a maximum of 150mm and maintain maximum possible contact area at all times.
- 4.2.1.4 Apply quick drying contrast paint (from an aerosol can) as thinly and evenly as is possible.
- 4.2.1.5 Ensure sufficient overlaps of yoke positions to provide 100% coverage.

#### **4.2.2 Ultrasonic Examination (UT)**

- 4.2.2.1 First test for wall thickness variations across the entire seam or at intervals of not more than 250mm for spools longer than 6,5m. Take at least three readings, namely on seam and both of its (seam) edges, for each position. Measure the lengths for all readings that are not commensurate with the nominal wall thickness.
- 4.2.2.2 Flaw detection: use both the compression (0°) and angled probes. Ensure 100% coverage for each scan.
- 4.2.2.3 Compression probe is required to firstly scan for volumetric flaws and secondly prove wall thickness consistency.
- 4.2.2.4 Angled probe is required to scan for planar flaws, and care to be taken to scan from both sides of the seam, i.e. two runs for angle probes. Employers recommend a 70° probe since we have thin (< 15mm) wall thickness conditions.
- 4.2.2.5 The 20dB drop system is recommended for flaw estimation.

#### **4.2.3 Inspections: Seam Weld Features**

- 4.2.3.1 Detect, name, locate and size flaws in the weld area. The flaws may be located externally, sub-surface or internally. Flaws are planar or volumetric.
- 4.2.3.2 Do a visual inspection (VT) of the weld and heat affected zone (HAZ).
- 4.2.3.3 Detect external surface breakages on the seam including at least one inch either side.
- 4.2.3.4 Perform wall Measurement across the entire spool length or at reasonable positions (< 250mm for spools longer than 6m) on the seam and both of its (seam) edges.
- 4.2.3.5 Scan for internal (and sub-surface) flaws on the seam area plus at least one inch either side.
- 4.2.3.6 Determine depths (or remaining wall) for all detected events.

## **5. SCOPE OF SERVICES SPECIFICATIONS**

### **5.1 Service Requirements**

The Consultant shall provide the following services:

- 5.1.1 Test for discontinuities (cracks and crack-like features) in the longitudinal seam weld (LSW) area of the pipeline, especially the pre-1970 ERW 12-inch line.
- 5.1.2 Test for lack-of-fusion, inclusions, cavities, mid-wall laminations in the LSW and heat affected zone (HAZ).
- 5.1.3 Test for porosity and other anomalies in new repair welds.

- 5.1.4 Test new joint welds for conformity in replacement pipe spools.
- 5.1.5 Test for any imperfections in the formerly accepted repair features.
- 5.1.6 Test for any other imperfections in the weld areas and parent pipe as duly directed by TPL.
- 5.1.7 Test for material cracking in dents and gouges and any other dents encroaching or near welds.
- 5.1.8 Issue written reports with supporting documentation to the Employers representative or the Employers Engineering Consultant immediately after the completion of inspection and procedures and the signed report within 12 hours after completion of inspection and procedures.

The AIA Consultant shall perform the inspections and procedures in accordance with SANS 17020:2012 provisions but not limited to the following:

- 5.1.9 The provision of suitable plant, personnel and equipment necessary to carry out inspections and procedures as an AIA in line with the requirements of the contract and as agreed with the mechanical contractor that forms part of the QA and QCP documentation all in accordance with SANS 17020:2012 Edition 2 as a Type A inspection body as well as in accordance with SANS 10227:2012 Edition 2.1.
- 5.1.10 Co-ordination and planning of inspection and procedures together with the mechanical engineering disciplines to ensure smooth cohesion towards the common goal.
- 5.1.11 The liaison and planning pre-site establishment with the mechanical contractor on the development and approval of the project QCP and QA documentation prior to the commencement of fabrication.
- 5.1.12 The attendance at the site handover meeting for the mechanical works for the project.
- 5.1.13 The ongoing preparation, updating and approvals of the QCP and QA documentation file and site presence throughout the mechanical contract period.
- 5.1.14 The attendance at site as required by The Employer or his/her Engineering Consultant 12 hours subsequent to notification will be upon completion of the welding time as communicated by the Employer or his/her Engineering consultant. The Employer or his/her Engineering Consultant reserves the right to amend this notification period.
- 5.1.15 The provision of surveying, verifying, auditing and re-certifying services as required that meets local legislation and The Employers Requirements and/or the requirements and specifications of The Employers Engineering Consultant.
- 5.1.16 The provision of suitable plant, personnel and equipment in accordance with SANS 10227:2012 Ed. 2.1 to carry out magnetic particle inspection testing (MT) on carbon steel and stainless steel piping systems.
- 5.1.17 The provision of suitable plant, personnel and equipment in accordance with SANS 10227:2012 Ed. 2.1 to carry out non-destructive examination (NDT) and/or testing including but not limited to Eddy current, Phased array, EMAT and ToFD testing methods may be required on odd occasions to be conducted on carbon steel and stainless steel piping systems.
- 5.1.18 The provision of suitable plant, personnel and equipment in accordance with

- 
- SANS 10227:2012 Ed. 2.1 to carry out liquid penetrant testing (PT) on carbon steel and stainless steel piping systems.
- 5.1.19 The provision of suitable plant, personnel and equipment in accordance with SANS 10227:2012 Ed. 2.1 to carry out radiographic testing (RT) on carbon steel and stainless steel piping systems.
- 5.1.20 The provision of suitable plant, personnel and equipment in accordance with SANS 10227:2012 Ed. 2.1 to carry out ultrasonic testing (UT) on carbon steel and stainless steel piping systems.
- 5.1.21 The provision of suitable personnel qualified in accordance with SANS 10227:2012 Ed. 2.1, ASME BPVC Section IX and API 1104; to approve welder performance qualifications and welder procedure specifications for carbon steel, stainless steel, HDPE, PVC and GRP piping and fittings.
- 5.1.22 The surveillance and verification of HDPE testing requirements in accordance with SANS 10112:2011 Ed. 2.2.
- 5.1.23 First instance verification of known planar and or volumetric anomalies located externally, sub-surface and internally in the pipe wall as determined by inline inspection tools and or in the second instance testing for conformity of repairs. Such inspections are performed under 'live' conditions, i.e. pipeline is always full of product and therefore under pressure. Corrosion and cathodic protection technology is applied to the Pipeline.

## 5.2 EQUIPMENT TO BE SUPPLIED BY THE CONSULTANT

The Consultant shall provide their own suitable and correctly calibrated equipment to successfully execute the work.

## 5.3 REPORTS

Reports must be able to withstand objective and lawful scrutiny and should contain the following minimum elements:

### 5.3.1 Contractor/ company details

The legal name and registration details including professional/accreditation and contact details are to be stated.

### 5.3.2 Practitioner/ technician details

The identity, relevant qualification and professional standing of the field personnel are to be stated.

### 5.3.3 Site/ field details

Transnet Pipelines will provide the details, as the report must accordingly identify the site of inspection and event of interest.

### 5.3.4 Procedure/ works

Mention the tests successfully done and scope achieved. Further mention any limitations encountered.

### **5.3.5 Equipment details**

Mention the name, type and model of all equipment used together with relevant ancillary accessories.

Mention the calibration/ reference – accuracy details and method of estimation, if applicable as well.

### **5.3.6 Findings/ results**

Name the events and reference them from or to a known permanent point, normally the upstream girth weld.

### **5.3.7 Conclusion**

Provide a definitive statement based on the evidence from the analysis and make a recommendation.

## **6. OPEN FIELD**

6.1 The Consultant to note that sites shall be out in the open field in all terrains and or in built up areas on any of the following pipelines, namely:

- 6.1.1 6-inch Avtur line: Coalbrook (Sasolburg) to OR Tambo International Airport,
- 6.1.2 8-inch lines: Sasolburg to Klerksdorp and Tarlton to Rustenburg,
- 6.1.3 16/ 18-inch DWP Crude line: Durban to Coalbrook and Kendal via Mpumalanga,
- 6.1.4 16/ 18-inch Gas line: Secunda to Durban via Empangeni,
- 6.1.5 16-inch MPP inland lines in Gauteng,
- 6.1.6 24-inch MPP Durban to Heidelberg,
- 6.1.7 20-inch multi products line: Secunda to Kendal and,
- 6.1.8 12-inch multi products line: Secunda to Witbank and Alrode to Airport.

### **6.2 Obligations of the Consultant for all Open Field Works**

- 6.2.1 The Consultant shall respond and be ready and fit to commence work within twelve (12) hours of an instruction by Transnet Pipelines.
- 6.2.2 The Consultant shall bring to site at least two (2) personnel including an ASNT, SNT-TC-1A level II (or equivalent) inspector/ operator (qualified and competent in the performance of required test method) and an assistant.
- 6.2.3 The Consultant shall deem inspection code to be '*record all relevant indications*' as the pipeline is in-service equipment constructed to ANSI/API 1104-2021 code.
- 6.2.4 The Consultant shall make use of own equipment including power packs / supply.
- 6.2.5 The Consultant shall ensure that the pipe surface is free of any scale/ coating or oil traces and debris that may hinder successful completion of NDT procedures.

6.2.6 The Consultant shall furnish a preliminary field report on their findings within 12 hours after completion of inspection and procedures. The Consultant shall furnish a written report as in item 6.10 within two weeks. Availability of reports for Advanced NDT methods shall be by mutual agreement.

### 6.3 Obligations of Transnet Pipelines for all Open Field Works

- 6.3.1 Transnet Pipelines shall excavate, expose the pipeline and make area safe.
- 6.3.2 Transnet Pipelines shall remove protective coating and clean the pipe to bare metal.
- 6.3.3 Transnet Pipelines shall provide safe access to the site.
- 6.3.4 Transnet Pipelines shall accompany contractor to site and stay with them until successful completion of inspection.

## 7. LEGISLATION, SPECIFICATIONS AND DRAWINGS

### 7.1 The Employers Applicable Standardised Specifications

Personal Protective Equipment (PPE) Requirements:

Compliance: All personnel working on Transnet Pipelines sites and depots must always wear flame-retardant PPE according to TPL specification (009-SHEQ- OPS-SHEQ-2096). The consultant shall ensure that all PPE, including overalls and clothing, complies with flame-retardant standards. The work team's clothing and overalls must be presentable and maintained in good condition.

Applicable Standardised specifications apply as below and can be obtained from The Employer:

Specification	Title
PL 415/F	Steel flange insulating kits
PL 804A	General Welding Specification
PL 805A	General Non-Destructive Testing Specification
PL 407	Painting of manifold Piping and ancillary
PL877	Procedure for colour coding of equipment
PLSK1341	Wrapping Policy

009-TPL-OPS SHEQ-2096	TPL PPE Specification
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## 7.2 Applicable Legislation and any other which may be applicable

Standard	Title
SABS ISO 9001: 2015	Quality Management Systems.
OHS Act 85 of 1993	Occupational Health and Safety Act No. 85 of 1993 as amended
Act 15 of 1973	The Hazardous Substance Act
Act No.39 of 2004	The National Environmental Management Air Quality Act
Act 130 of 1994	Compensation for Occupational Injuries and Diseases Act
Act 8 of 2024	Road Traffic Act
Act 8 of 2019	Critical Infrastructure Protection Act

## 7.3 Applicable Standardised Specifications

Although not bound in nor issued with this document, the following standardized specifications shall form part of the contract document. The Contractor is expected to have unrestricted access to these documents as well as possess sufficient knowledge and expertise of the standards and specifications contained within them:

Standard	Title
ASME B31.4 - 2009	Liquid transportation systems for hydrocarbons, liquid petroleum gas, anhydrous ammonia and alcohols
SANS 347 - 2008	Categorization and conformity assessment criteria for All pressure equipment.
SANS 4427	Polyethylene (PE) pipes for water supply – Specifications
SANS 10112:2011 Ed 2.2	The installation of polyethylene and poly (vinyl chloride) (PVC-U and PVC-M) pipes
SABS 064	Preparation of steel surfaces for coating
SABS 135	ISO metric black bolts, screws, nuts (hexagon)
SABS 136	ISO metric precision hexagon head bolts, screws, and nuts
ASTM A106	Steel Pipes
ASTM A105	Steel Forging
ASTM A240	Stainless Steel Plate
ASTM A312	Stainless Steel Pipe

ASTM A182	Stainless Steel Forgings
ASTM A403	Stainless Steel Fittings
SANS 10227 – 2012 Ed 2.1	Criteria for the operation of inspection authorities performing inspection in terms of the Pressure Equipment Regulations
SANS 17020 – 2012 Ed 2	General criteria for the operation of various types of bodies performing inspection
API 650	Welded Steel Tanks for Oil storage
API 570	Piping Inspector
ASME B31.4	Design, materials, construction, assembly, inspection, testing, operation, and maintenance of liquid pipeline systems between production fields or facilities, tank farms, above- or belowground storage facilities, natural gas processing plants, refineries, pump stations, ammonia plants, terminals (marine, rail, and truck), and other delivery and receiving points, as well as pipelines transporting liquids within pump stations, tank farms, and terminals associated with liquid pipeline systems.

All specifications and standards referred to in the contract documents but not bound therein shall be the latest edition or revision published before the closing date for receipt of tenders.

## 7.4 Engineering Specifications

All specifications on drawings that are approved for construction and issued by The Employers Consulting Engineer shall apply. Any discrepancies between the specifications of The Employers Consulting Engineer and The Employers Applicable Standardised Specifications and requirements and the specifications listed in the Applicable Standardised Specifications, shall be brought to the attention of The Employers Consulting Engineer before fabrication of these drawings commence.

## 8. AREAS OF WORKS

The following is a list of TPL sites where services may be required to be rendered.

### 8.1 KZN

Depot / Pump station	Address
Mngeni	6 Stockville Road, Mahogany Ridge, Westmead
Duzi	Otto Bluff Road, Dunimarle, Pietermaritzburg
Hillcrest	43 Shongweni Road (Towards M13), Hillcrest

Mooi River	Middlerust Road (D54), Mooi River
Howick	Old Main Road (North)/Tweedie, Howick
Durban	Cnr Abadan & Sumatra Road, Island View, Durban
Pinetown	10B Kirk Road, Pinetown
Empangeni	Corner Steelway & Bronze Streets, Empangeni, 3910
Quagga	Farm Area (MR213), Kwaggasnek Turnoff (Newcastle - Volksrust)
Newcastle	56 Marconi Streets, Newcastle
Fort Mistake	N11 (Ladysmith – Newcastle), Fort Mistake
Ladysmith	Fairclough Road, Transnet Freight Rail Industrial Area, Ladysmith
Ladysmith Tech.	7 Hamilton Road, Ladysmith, 3370
Scheepersnek	Main Road R34, (Dundee - Vryheid)
Ingogo	Ingogo, Newcastle
Island view (TM1)	LOT 5 Cnr of Taiwan and Trinidad Island view Durban 4052

## 8.2 GAUTENG AND NORTHWEST

<b>Depot / Pump station</b>	<b>Address</b>
Tarlton	Cnr Rustenburg & Ventersdorp Road
Alrode	35 Garfield Streets, Alrode
Alrode Tech	35 Garfield Street, Alrode
Airport	Springbok Road, Impala Park, Boksburg
Langlaagte	46 Main Reef Road, Industria, Roodepoort
Meyerton	Loemendale Rd, Henley on klip, 1961
Waltloo	4 Alwyn street, Waltloo, 0184
Rustenburg	4 Eskom Street, Rustenburg
Klerksdorp	Mahogany Avenue, Klerksdorp, 2571

### 8.3 MPUMULANGA

Depot / Pump station	Address
Witbank	9 Schoonland Drive, Ferrobank, Witbank
Secunda	Brandspruit Mines, near Secunda, just off road R546 to Standerton
Kendal	Hooglandboerdery Alpha mine, Kendal
Standerton	Heidelberg Road, Standerton, 2430

### 8.3 FREE STATE

Depot / Pump station	Address
Sasolburg	Cnr Henry & Berguise Street, Sasolburg
Coalbrook	Jan Haak Road (at Natref gate), Sasolburg
Wilge	S159, Frankfort, Wilge Rivier

### 8.5 GEOGRAPHIC FOOTPRINT

The required services will primarily cover the Durban-to-Johannesburg corridor and extend across three provinces. Therefore, the Consultant must demonstrate a comprehensive national footprint to ensure the capability to service the entire TPL network. Resource allocation will be based on proximity to the nearest region. The service regions submitted for the point scoring purposes will also be considered as true and valid for claim processing purposes.

## 9. CONSTRUCTION PROGRAMME

It is the responsibility of The Consultant to ensure that he/she is kept suitably up to speed with the progress of the project and of his/her requirements on site that ensures that the milestone dates of the project are not missed so as not to delay the final project completion date.

## **10. FACILITIES AVAILABLE AT TPL DEPOTS**

### **10.1 Source of Water Supply**

Unless otherwise stated in this contract, where hydrants (charged with municipal water) are available within the site, water may be drawn from these for inspection and/ or testing purposes.

### **10.2 Source of Power Supply**

Unless otherwise stated in this contract, The Employer will make electric power available to The Contractor.

### **10.3 Housing of Employees**

Housing of employees on the site of The Works will not be permitted.

## **11. HEALTH AND SAFETY REQUIREMENTS**

- 11.1 The Consultant shall at all times comply with Safety, Health and Environmental requirements prescribed by the relevant legislation as well as the Transnet Contractor Management Procedure (TIMS-GRP-PROC-014) as they may apply to the scope of services.
- 11.2 The Consultant shall comply with the provisions of the Occupational Health and Safety Act, 85 of 1993 and relevant regulations as amended.
- 11.3 The Consultant performs duties of the employer and is in every respect responsible for compliance with the provisions of the act.
- 11.4 The Consultant will be responsible for the safety, health, and environmental rules that TPL may require to be implemented.
- 11.5 The Consultant shall ensure that no employees or persons working on their behalf are allowed to enter any Employers site, unless that employee or person has undergone safety, health and environmental induction pertaining to the hazards prevalent to the site at the time of entry.
- 11.6 The Consultant shall ensure that all employees working on site have valid medical certificates of fitness specific to the scope of service to be performed and issued by an occupational health practitioner. Before establishing or entering any Transnet site, the Consultant shall submit a Safety, Health and Environmental Compliance file for review and approval by Employer. The submission requirements will be aligned to the scope of services of the Consultant.

- 11.6.1 Valid Letter of Good Standing with the Compensation Fund
- 11.6.2 Signed Occupational Health and Safety Act 85 of 1993: 37 (1&2) agreement.
- 11.6.3 Task-based risk assessment
- 11.6.4 Method statement linked to identified risks.
- 11.6.5 Applicable appointment letters (non-construction related)
- 11.6.6 Police clearance – criminal record screening (NKP requirement)
- 11.6.7 ID copies of individuals who will be on site.
- 11.6.8 HSE plan
- 11.6.9 Equipment list
- 11.6.10 Valid medical certificates of fitness
  
- 11.7 The site is a hazardous area and therefore all statutory regulations, as well as those of The Employer, regarding hot work, smoking and the use of naked flames shall apply; The Consultant's personnel shall be subject to all safety procedures and regulations as laid down by The Employer.
  
- 11.8 A work permit must be obtained from The Employer before work commences each day. Allowance shall be made in The Consultant tendered rates for any delays that may be experienced during daily issuing of work permits. No welding, grinding or other hot-work will be permitted without first obtaining a "Hot-Work Permit" from The Employer. Hot-Work may be stopped periodically due to the transfer of flammable products. If noxious or flammable vapours are present, personnel may be asked to leave the site until safe conditions prevail again.
  
- 11.9 The Employers site foreman shall keep a day workbook for recording all work done on site. All time spent on site, including standing time experienced for any reason, shall be recorded in the day workbook. Standing time and hourly claims will only be entertained if they are entered into the day workbook and then countersigned by The Consultant, The Employers site representative and a TPL representative appointed by the depot manager.
  
- 11.10 The Consultant shall be responsible for ensuring the satisfactory and safe condition of all power tools and power equipment. All electrically powered equipment shall be intrinsically safe.