

**Transnet Pipelines**an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, AND ONCE-OFF MAINTENANCE OF THREE (X3) FIREFIGHTING DIESEL ENGINES FOR HILLTOP, HOWICK, QUAGGASNEK AND ONE (X1) CONTAINERISED PUMPSET FOR AIRPORT

RFP NUMBER : TPL/2024/03/0003/60234/RFP**ISSUE DATE : 24 NOVEMBER 2025****COMPULSORY BRIEFING AT AIRPORT : 02 DECEMBER 2025**

(-26.165687337169025, 28.238044642997924)

COMPULSORY BRIEFING AT HILLTOP : 03 DECEMBER 2025

(-29.55029763428608, 30.450002570088564)

COMPULSORY BRIEFING AT HOWICK : 03 DECEMBER 2025

(-29.47717669, 30.19458155)

COMPULSORY BRIEFING AT QUAGGASNEK: 04 DECEMBER 2025

(-27.50850757, 29.75147325)

CLOSING DATE : 16 JANUARY 2026**CLOSING TIME : 15h00pm****TENDER VALIDITY PERIOD : 12 weeks from closing date****PREQUALIFICATION:**

- CIDB Grading 5SF or higher
- Attendance of compulsory briefing session for all the sites
- Compliance to specifications: Signed and Completed Equipment Specification Document (Datasheet)
- Copy of a Valid Welder Certificate that is accredited by South African Qualifications Authority (SAQA)
- Minimum of two valid ASIB listed Certificates of Competent Person. (Either I or C)

Contents

Number	Heading
--------	---------

The Tender

Part T1: Tendering Procedures

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data

Part T2: Returnable Documents

T2.1	List of Returnable Document
T2.2	Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data (Parts 1 & 2)

Part C2: Pricing Data

C2.1	Pricing Instructions
C2.2	Activity Schedule

Part C3: Scope of Work

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

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, AND ONCE-OFF MAINTENANCE OF THREE (X3) FIREFIGHTING DIESEL ENGINES FOR HILLTOP, HOWICK, QUAGGASNEK AND ONE (X1) CONTAINERISED PUMPSET FOR AIRPORT
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	There will be compulsory clarification meetings at each site. Bidders need to attend all site briefings in order to be eligible to quote. Any bidder who hasn't attended the <u>first</u> meeting cannot attend <u>any</u> subsequent meeting. Tenderers to send technical personnel and not administrative personnel to the briefing. A Compulsory Tender Clarification Meeting will be conducted as follows: at Airport on the 2nd December 2025 at 10:00am; at Hilltop on the 3rd December 2025, at 09:30am; at Howick on the 3rd December 2025 at 12:00am; at Quaggasnek on the 4th December 2025 at 09:00am; for a period of $\pm$ 2-3 (two to three) hours at each site. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. Correct PPE as indicated below is required to enter the Transnet site.
--	---

	A Site visit/walk will take place, tenderers are to note: • Tenderers are required to wear steel cap safety boots, Full length overall, either 1 piece or 2 pieces, flame retardant and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk and briefing. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. Certificate of Attendance in the form set out in the Returnable Schedule T2.2-02 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. <u>Tenderers failing to attend any of the four (4) compulsory tender briefings will be disqualified.</u>
CLOSING DATE	15:00pm on (2026/01/16) Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

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

- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-17], **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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



6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule
Part C3: Scope of work	C3.1 Works Information

C.1.4	The Employer's agent is:	Strategic Sourcing Manager
	Name:	Mbalenhle maBhengu Petersen
	Address:	202 Anton Lembede Street, Durban, 4000
	E – mail	Mbalenhle.bhengu@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory clarification meetings:

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

All bidders must attend all the briefing meetings. Bidders will be eliminated for non-attendance at any of the four briefing sessions.

2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5SF or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5SF or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

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

3. Stage Four – Eligibility:

- Compliance to specifications: Signed and Completed Equipment Specification Document (Datasheet)
- Copy of a Valid Welder Certificate that is accredited by South African Qualifications Authority (SAQA)
- Minimum of two ASIB listed Certificates of Competent Person (either I or C)

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

4. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **75** points.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11 below.

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

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-02 certificate of attendance** signed off by the Employer's authorised representative.

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

Employer's Agent:

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

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

Time: **15:00pm** on the **16th January 2026**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

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

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

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

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

3. A valid CIDB certificate in the correct designated grading;

4. Proof of registration on the Central Supplier Database;

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

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

C3.11 The minimum number of evaluation points for functionality is: **75**

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

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

from any further consideration.

Functionality Criteria

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

Functionality criteria	Maximum number of points
T2.2-04 Company experience related to the Supply, installation and commissioning of the Firefighting Diesel Engines done in the last 10 years.	25
T2.2-05 Company experience related to the Supply, installation and commissioning of the Containerised Pump-set done in the last 10 years.	30
T2.2-06 Method Statement	20
T2.2-07 Project Schedule	25
Maximum possible score for Functionality	100

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

- T2.2-04 Previous Experience in Supplying, Installing, and commissioning of Firefighting Diesel Engines (25 Points)
- T2.2-05 Previous Experience in Supplying, Installing, and commissioning of Containerised Pump-set (30 Points).
- T2.2-06 Method Statement (20 Points)
- T2.2-07 Project Schedule (25 Points)

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100.

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

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

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

-
- C.3.13 Tender offers will only be accepted if:

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

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

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

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

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

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

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

T2.1 List of Returnable Documents

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

- T2.2-01 **Stage Three as per CIDB: Eligibility Criteria Schedule** - CIDB Registration
- T2.2-02A **Stage Four as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting - Hilltop
- T2.2-02B **Stage Four as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting - Howick
- T2.2-02C **Stage Four as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting - Quaggasnek
- T2.2-02D **Stage Four as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting – Airport
- T2.2-03 **Stage Four as per CIDB: Eligibility Criteria Schedule** – Compliance to Specifications
- T2.2-03B **Stage Four as per CIDB: Eligibility Criteria Schedule** – Certification of Key Personnel: Copy of a Valid Welder Certificate that is accredited by South African Qualifications Authority (SAQA)
- T2.2-03C **Stage Four as per CIDB: Eligibility Criteria Schedule** – Certification of Key Personnel: Minimum of two valid ASIB listed Certificates of Competent Person. (Either I or C)

2.1.2 Stage Five as per CIDB: these schedules will be utilised for evaluation purposes:

- T2.2-04 **Evaluation Schedule:** Company's Previous experience in Supplying, Installing, and commissioning of Firefighting Diesel Engines
- T2.2-05 **Evaluation Schedule:** Company's Previous experience in Supplying, Installing, and commissioning of Containerised Pump-set
- T2.2-06 **Evaluation Schedule:** Method Statement
- T2.2-07 **Evaluation Schedule:** Project Schedule

2.1.3 Returnable Schedules:

General:

- T2.2-08 Authority to submit tender
- T2.2-09 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Availability of equipment and other resources
- T2.2-13 Site Establishment requirements
- T2.2-14 Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

Agreement and Commitment by Tenderer:

- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFP Declaration Form
- T2.2-17 RFP – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Service Provider Integrity Pact
- T2.2-20 Supplier Code of Conduct
- T2.2-21 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)
- T2.2.23 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-22 Insurance provided by the Contractor

1.3.3 Transnet Vendor Registration Form:

- T2.2-24 Transnet Vendor Registration Form

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

2.2 C1.2 Contract Data

2.3 C2.1 Pricing Instructions (Activity Schedule)

2.4 C2.2 Activity Schedule

T2.2-01: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5SF** class of construction work or higher, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5SF** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

SIGNATURE OF TENDER

DATE

T2.2-02A: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting:

HILLTOP

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Hilltop	
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

T2.2-02B: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting:

HOWICK

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Howick	
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

T2.2-02C: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting:

QUAGGASNEK

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Quaggasnek	
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

T2.2-02D: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting:

AIRPORT DEPOT

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Airport	
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

T2.2-03: Evaluation Schedule: Compliance to Specification

Equipment Specification for Fixed Firefighting Diesel Engines, Water Pump, and Foam Pump

1. TECHNICAL INFORMATION REQUIRED

- 1.1 Tenderers shall complete the following vendor data sheet in full and shall indicate whether their offer complies with each item of the requirements.
- 1.2 Should there be insufficient space for furnishing full details, the tenderer should provide additional details and attach the documents. The details shall be numbered in accordance with the applicable clause specified in the relevant section of this specification.
- 1.3 Tenderers are required to complete the attached Vendor Data sheets for Engines, Water Pump, and Foam Pump.
- 1.4 Offers will not be considered unless full particulars and sufficient literature is provided at the tender stage to enable Transnet Pipelines to assess each offer properly.



VENDOR DATA SHEET NO. 1 DIESEL ENGINE FOR HOWICK

Maker's Name
 Country of Origin
 Manufacturer's Type No
 Published Intermittent power rating at sea level (kW)
 Intermittent power rating after derating for altitude and Temperature, and allowing for ancillary equipment (kW)
 Operating Speed (rpm)..... (to match pump)
 No. of cylinders
 Strokes per working cycle
 Bore x Stroke
 Swept volume (cm³)
 Compression ratio
 Is Engine turbo charged?
 Fuel consumption at full load (litre/hr)
 Preheater power rating (kW)
 Preheater voltage (volt)
 Mass of Engine (kg)
 Make of fuel pump
 Warranty period
 Location of nearest after sales service facility to site
 Type of batteries
 Is descriptive literature attached?
 Are overall dimensions in literature?.....
 Are performance curves attached?
 Are recommended spares and tools list attached?.....
 Does engine meet specification?.....
 If not, provide details of exceptions.....

SIGNATURE OF TENDER

DATE



VENDOR DATA SHEET NO. 2 DIESEL ENGINE FOR QUAGGASNEK

Maker's Name.....
 Country of Origin.....
 Manufacturer's Type No.....
 Published Intermittent power rating at sea level (kW)
 Intermittent power rating after derating for altitude and Temperature, and allowing for ancillary equipment (kW)
 Operating Speed (rpm)..... (to match pump)
 No. of cylinders.....
 Strokes per working cycle.....
 Bore x Stroke.....
 Swept volume (cm³)
 Compression ratio.....
 Is Engine turbo charged?.....
 Fuel consumption at full load (litre/hr)
 Preheater power rating (kW).....
 Preheater voltage (volt).....
 Mass of Engine (kg).....
 Make of fuel pump.....
 Warranty period.....
 Location of nearest after sales service facility to site.....
 Type of batteries.....
 Is descriptive literature attached?.....
 Are overall dimensions in literature?.....
 Are performance curves attached?
 Are recommended spares and tools list attached?.....
 Does engine meet specification?.....
 If not, provide details of exceptions.....

SIGNATURE OF TENDER

DATE



VENDOR DATA SHEET NO. 3 DIESEL ENGINE FOR HILLTOP

Maker's Name.....
 Country of Origin.....
 Manufacturer's Type No.....
 Published Intermittent power rating at sea level (kW)
 Intermittent power rating after derating for altitude and Temperature, and allowing for ancillary equipment (kW)
 Operating Speed (rpm)..... (to match pump)
 No. of cylinders.....
 Strokes per working cycle.....
 Bore x Stroke.....
 Swept volume (cm³)
 Compression ratio.....
 Is Engine turbo charged?.....
 Fuel consumption at full load (litre/hr)
 Preheater power rating (kW).....
 Preheater voltage (volt).....
 Mass of Engine (kg).....
 Make of fuel pump.....
 Warranty period.....
 Location of nearest after sales service facility to site.....
 Type of batteries.....
 Is descriptive literature attached?.....
 Are overall dimensions in literature?.....
 Are performance curves attached?
 Are recommended spares and tools list attached?.....
 Does engine meet specification?.....
 If not, provide details of exceptions.....

SIGNATURE OF TENDER

DATE



VENDOR DATA SHEET NO. 4 DIESEL ENGINE FOR AIRPORT

Maker's Name.....
 Country of Origin.....
 Manufacturer's Type No.....
 Published Intermittent power rating at sea level (kW)
 Intermittent power rating after derating for altitude and Temperature, and allowing for ancillary equipment (kW)
 Operating Speed (rpm)..... (to match pump)
 No. of cylinders.....
 Strokes per working cycle.....
 Bore x Stroke.....
 Swept volume (cm³)
 Compression ratio.....
 Is Engine turbo charged?.....
 Fuel consumption at full load (litre/hr)
 Preheater power rating (kW).....
 Preheater voltage (volt).....
 Mass of Engine (kg).....
 Make of fuel pump.....
 Warranty period.....
 Location of nearest after sales service facility to site.....
 Type of batteries.....
 Is descriptive literature attached?.....
 Are overall dimensions in literature?.....
 Are performance curves attached?
 Are recommended spares and tools list attached?.....
 Does engine meet specification?.....
 If not, provide details of exceptions.....

SIGNATURE OF TENDER

DATE



VENDOR DATA SHEET NO. 5 FIREWATER PUMP FOR AIRPORT

DATA SHEET FOR CENTRIFUGAL PUMP TYPE

Manufacturer.....

Place of manufacture.....

Model number and type.....

Number of stages.....

Impeller diameter (mm).....

Pump speed (rev/m)

Power requirements at:

Specified head and flow (kW).....

Max. power conditions (kW).....

Efficiency at specified head (%)(guaranteed)

Suction diameter (mm).....

Discharge diameter (mm).....

Net Positive Suction head required at specified head and flow (m)(guaranteed)

Materials:

(a) Casing

(b) Impeller (s).....

(c) Shaft.....

(d) Mechanical seal.....

Mass of pump (kg).....

Flexible coupling model and manufacturer.....

Type of gland sealing.....

PERFORMANCE CURVE:

The Tenderer is required to submit signed performance curves with the Tender indicating head, efficiency, kW, and NPSH.

SIGNATURE OF TENDER

DATE

VENDOR DATA SHEET NO. 6 FOAM CONCENTRATE PUMP FOR AIRPORT

DATA SHEET FOR POSITIVE DISPLACEMENT PUMP TYPE

Manufacturer.....
 Place of manufacture.....
 Model number and type.....
 Progressive Cavity Pump?(Yes/No)
 Pump speed (rev/m)
 Power requirements at specified head and flow (kW).....
 Starting torque (Nm).....
 Minimum power required for starting?
 Efficiency at specified head (%)
 Suction diameter (mm).....
 Discharge diameter (mm).....

Materials:

(e) Casing
 (f) Impeller (s).....
 (g) Shaft.....
 (h) Mechanical seal.....

Mass of pump (kg).....
 Type of gland sealing.....
 Belt & Pulley type.....
 Belt Tensioner type.....

PERFORMANCE CURVE:

The Tenderer is required to submit signed performance curves with the Tender indicating head, efficiency, and kW.

SIGNATURE OF TENDER

DATE

T2.2-03B: Evaluation Schedule - Certification of Key Personnel

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

1. Copy of a Valid Welder Certificate that is accredited by South African Qualifications Authority (SAQA)

No.	Name and Surname	Welder certification attached (Yes/No)	Name of Institution
1			
2			
3			
4			
5			

Index of documentation attached to this schedule:

.....

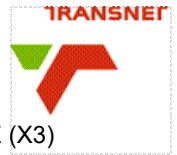
.....

.....

.....

SIGNATURE OF TENDER

DATE



T2.2-03C: Evaluation Schedule - Certification of Key Personnel

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

1. Minimum of two valid ASIB listed Certificates of Competent Person. (Either I or C)

No.	Name and Surname	ASIB certification attached (Yes/No)	Company registered under
1			
2			
3			
4			
5			

Index of documentation attached to this schedule:

.....

.....

.....

.....

SIGNATURE OF TENDER

DATE

T2.2-04: Evaluation Schedule: Previous Experience in Supplying, Installing, and commissioning of Firefighting Diesel Engines

Note to tenderers:

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

- Proof of company experience in Supplying, installing, and commissioning of Firefighting Diesel Engines in the last 10 years

The scoring will be as follows:

% Score	Previous Experience	Score
0%	The Tenderer has submitted inadequate information to determine a score.	0
20%	Tenderer has experience in Supplying, installing, and commissioning of Firefighting Diesel Engines and has provided one (1) reference	5
40%	Tenderer has experience in Supplying, installing, and commissioning of Firefighting Diesel Engines and has provided two (2) references.	10
60%	Tenderer has experience in Supplying, installing, and commissioning of Firefighting Diesel Engines and has provided three (3) references.	15
80%	Tenderer has experience in Supplying, installing, and commissioning of Firefighting Diesel Engines and has provided four (4) references.	20
100%	Tenderer has experience in Supplying, installing, and commissioning of Firefighting Diesel Engines and has provided five (5) or more references.	25

Failure to submit proof of reference will result in no score being allocated.

SIGNATURE OF TENDER

DATE

NOTE TO BIDDERS:

Bidders are required to complete the following template to provide the required references for company's previous experience. Bidders should understand that a single completed template will be used to reference only one single work experience, accompanied by an independent documentary evidence as proof of project execution, documents such as Company's Reference Letters, Completion Certificates, or Purchase Orders. Failure to provide such independent documentation will result in any associated project-related experience being disregarded for evaluation purposes.

PROJECT DATA SHEET: PROJECT RELATED EXPERIENCE			
Name of company responsible for executing work or rendering the service			
Project Title:			
Client Organisation Name:			
Brief Project Description			
Client Contact Person:	Name:	Telephone No.:	Email address:
Fee Value (ZAR excl. VAT)			
Capital Cost of Project (ZAR excl. VAT)			
Project Duration		Completion Date	

T2.2-05: Evaluation Schedule: Previous Experience in Supplying, Installing, and commissioning of Containerised Pump-set

Note to tenderers:

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

- Proof of company experience in Supplying, installing and commissioning of Containerised Pump-set in the last 10 years.

The scoring will be as follows:

% Score	Previous Experience	Score
0%	The Tenderer has submitted inadequate information to determine a score.	0
20%	Tenderer has experience in Supplying, installing, and commissioning Containerised Pump-set and has provided one (1) reference.	6
40%	Tenderer has experience in Supplying, installing, and commissioning Containerised Pump-set and has provided two (2) references.	12
60%	Tenderer has experience in Supplying, installing, and commissioning Containerised Pump-set and has provided three (3) references.	18
80%	Tenderer has experience in Supplying, installing, and commissioning Containerised Pump-set and has provided four (4) references.	24
100%	Tenderer has experience in Supplying, installing, and commissioning Containerised Pump-set and has provided five (5) or more references.	30

Failure to submit proof of reference will result in no score being allocated.

SIGNATURE OF TENDER	DATE
---------------------	------

NOTE TO BIDDERS:

Bidders are required to complete the following template to provide the required references for company's previous experience. Bidders should understand that a single completed template will be used to reference only one single work experience, accompanied by an independent documentary evidence as proof of project execution, documents such as Company's Reference Letters, Completion Certificates, or Purchase Orders. Failure to provide such independent documentation will result in any associated project-related experience being disregarded for evaluation purposes.

PROJECT DATA SHEET: PROJECT RELATED EXPERIENCE			
Name of company responsible for executing work or rendering the service			
Project Title:			
Client Organisation Name:			
Brief Project Description			
Client Contact Person:	Name:	Telephone No.:	Email address:
Fee Value (ZAR excl. VAT)			
Capital Cost of Project (ZAR excl. VAT)			
Project Duration		Completion Date	
<i>NOTE:</i> The Respondent shall append further, independent documentary evidence to certify the Respondent's role in the execution of the projects submitted under this Returnable Schedule, to include Company's Reference Letters, Completion Certificates, and P.Os. <i>Failure to submit such further documentary evidence will result in any associated project-related experience being disregarded for evaluation purposes.</i>			



T2.2-06: Evaluation Schedule: Method Statement

Note to tenderers:

The Tenderers to submit a Method Statement which responds to the *works information* and outlines the proposed approach.

The Method Statement should cover:

1. **Methodology:** Describe step by step procedures for the removal and installation of the firefighting Diesel Engines for Howick, Hilltop, Quaggasnek, and the installation of the containerized pump-set for Airport Depot.
2. **Quality Control:** Define the quality control measures to ensure that the items in the scope of work meet the required standards and specifications. Include inspection and testing procedures, frequency of inspections, and acceptance criteria for the completed work.
3. **Risk Management:** Identify key risk elements associated with the scope of the project and indicate how the key risks will be managed.
4. **Safety Measures:** Outline the safety precautions and measures to be implemented during the execution of the project. This should include personal protection equipment (PPE) requirements, safety training for workers, and emergency procedures.
5. **Environmental Considerations:** Address environmental concerns related to the materials used, waste disposal, and potential impact. Include measures to prevent pollution and minimize the project's environmental footprint.

Tenderers note that the Method Statement should not be more than 10 pages.

SIGNATURE OF TENDER	DATE
---------------------	------

The scoring guide is as follows:

Element weight 20%	%	Criteria	Score
Method Statement (reference points) to illustrate a specific method for: 1. Methodology 2. Quality Control 3. Risk Management 4. Safety Measures 5. Environmental Considerations	0	The Tenderer has submitted inadequate information to determine a score or did not follow the rules of scoring.	0
	20	The method statement adequately addresses reference point 1 only.	4
	40	The method statement adequately addresses reference point 1, and 2 or 3.	8
	60	The method statement adequately addresses reference points 1, 2, and 3 of the reference points.	12
	80	The method statement adequately addresses reference points 1, 2, 3 and 4 of the reference points.	16
	100	The method statement adequately addresses all 5 reference points.	20

SIGNATURE OF TENDER

DATE

T2.2-07: Evaluation Schedule: Project Schedule

The Tenderer shall provide the project schedule, showing but not limited to the following requirements:

- Milestones with Project start date, site access date for each site, installation completion for each site, and project completion date.
- Contractor Compliance file requirements and security vetting.
- Provisions of procurement long lead items
- Logical sequence of events aligned to activities (Schedule vs methodology)
- Clearly indicate critical path on program

Reference Points	% Score	Sub - Criteria	Score
Project Schedule to address the following as minimum: 1. Milestones key points 2. Contractor Compliance file requirements and security vetting. 3. Procurement long lead items. 4. Logical sequence of activities. 5. Clearly indicates critical path on program.	0%	The tenderer has submitted inadequate information to determine a score or did not follow the rules of scoring.	0
	20%	The Project Schedule adequately addresses reference point 1 only.	5
	40%	The Project Schedule adequately addresses reference point 1, and 2 or 3.	10
	60%	The Project Schedule adequately addresses reference points 1, 2 and 3 of the reference points.	15
	80%	The Project Schedule adequately addresses reference points 1, 2, 3 and 4 of the reference points.	20
	100%	The Project Schedule adequately addresses all 5 reference points.	25

SIGNATURE OF TENDER

DATE



T2.2-08: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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



D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-09: Record of Addenda to Tender Documents

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

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



T2.2-10 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled sheet of paper.

Part T2: Returnable Schedules
T2.2-11: Risk Elements

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is a solid black vertical line along the left edge, creating a margin. The paper appears to be from a notebook or a standard ruled sheet.

T2.2-14: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed

Date

Name

Position

Enterprise

name

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE Status Level of Contribution Level 1 or 2	10
Company majority owned by black women (30%)	10
Non-compliant contributor	0
Total points for Price and B-BBEE must not exceed	100

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

PPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

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

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

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

EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
------------------------	--

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = (maximum of 5 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

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

- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE:
--	---

SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the

³ 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.

bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

T2.2-15 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data

relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

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

Signed

Date

Name

Position

Tenderer



T2.2-16: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-16 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.



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

T2.2-17: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY:

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-18 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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



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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER



T2.2-19 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

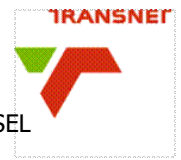
TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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



PREAMBLE

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

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

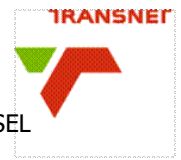
The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and/or reverse logistics event and any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

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

1 OBJECTIVES

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

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



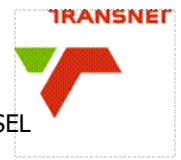
2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift,



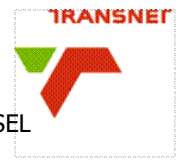
gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

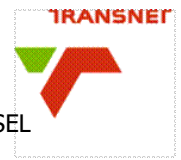
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

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



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

- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human



Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

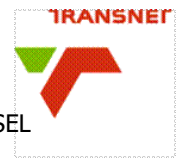
d) Anti-Corruption

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

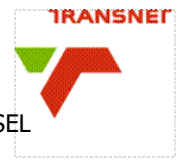
4 INDEPENDENT TENDERING

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

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



- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.



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

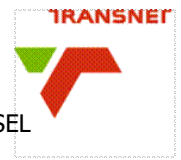
5 DISQUALIFICATION FROM TENDERING PROCESS

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

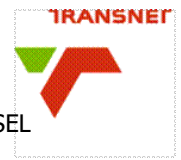


6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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



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



7 PREVIOUS TRANSGRESSIONS

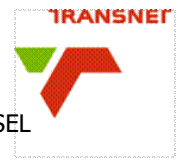
- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

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



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

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

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

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

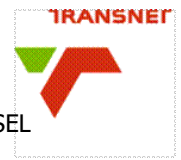
9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender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

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

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

10 DISPUTE RESOLUTION

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



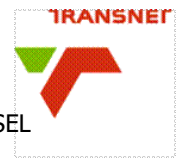
reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

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

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



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

Signature

Date

T2.2-20 : Supplier Code of Conduct

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

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

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

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

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

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

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



-
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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



Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

 Signature

T2.2-21 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.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
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)	
					Active	Non-Active
1						
2						
3						
4						
5						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP 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: _____

T2.2-22: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.			
Loss of or damage to property (except the works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability			
Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability			
Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.			

T2.2-23 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent



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

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

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



YES	
------------	--

NO	
-----------	--

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

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

XXXXX (Pty) Ltd

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-24 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and	

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
--	---------------------------	--	--

Does your company have a valid proof of B-BBEE status?										Yes	No							
Please indicate your Broad Based BEE status (Level 1 to 9)										1	2	3	4	5	6	7	8	9
Majority Race of Ownership																		
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership												

% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			
--------------------	--	--------------------------------------	--	---------------------------	--	--	--

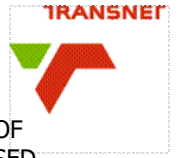
Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

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

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

Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company).	*If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES ☐ NO ☐
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES ☐ NO ☐
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	YES ☐ NO ☐

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



APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

APPENDIX C**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

3. I hereby declare under Oath that:

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

Transnet Pipelines

Tender Number: TPL/2024/03/0003/60234/RFP

Description of the Works: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, AND ONCE-OFF MAINTENANCE OF THREE (X3) FIREFIGHTING DIESEL ENGINES FOR HILLTOP, HOWICK, QUAGGASNEK AND ONE (X1) CONTAINERISED PUMPSET FOR AIRPORT

- Based on the Financial Statements/Management Accounts and other information available on

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

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

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

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

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		



Transnet Pipelines

Tender Number: TPL/2024/03/0003/60234/RFP

Description of the Works: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, AND ONCE-OFF MAINTENANCE OF THREE (X3) FIREFIGHTING DIESEL ENGINES FOR HILLTOP, HOWICK, QUAGGASNEK AND ONE (X1) CONTAINERISED PUMPSET FOR AIRPORT

10. Central Supplier Database (CSD) Summary Registration Report.		
--	--	--



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:

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, AND ONCE-OFF MAINTENANCE OF THREE (X3) FIREFIGHTING DIESEL ENGINES FOR HILLTOP, HOWICK, QUAGGASNEK AND ONE (X1) CONTAINERISED PUMPSET FOR AIRPORT

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet Pipelines
202 Anton Lembede Street
Durban
4001

Name &
signature of
witness

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

	For the Tenderer:	For the Employer:	For the Employer:
Signature			
Name	_____	_____	_____
Capacity	_____	_____	_____
On behalf of	_____	_____	<i>Transnet Pipelines</i> <i>202 Anton Lembede</i> <i>Street, Durban, 4001</i>
Name & signature of witness	_____	_____	_____

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X18: Limitation of liability
		Z: Additional conditions of contract
		Z1: Additional clauses relating to Joint Venture
		Z2: Additional obligations in respect of Termination
		Z3: Right Reserved by the <i>Employer</i> to Conduct Screening
		Z5: Protection of Personal Information Act
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)



	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001
10.1	The <i>Project Manager</i> is: (Name)	TBC
	Address	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001
	Tel	TBC
	e-mail	TBC
10.1	The <i>Supervisor</i> is: (Name)	N/A
	Address	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001
	Tel No.	N/A
	e-mail	N/A
11.2(13)	The <i>works</i> are	Supply, Delivery, Installation, Commissioning, And Once-Off Maintenance Of Three (X3) Firefighting Diesel Engines For Hilltop, Howick, Quaggasnek And One (X1) Containerised Pumpset For Airport
11.2(14)	The following matters will be included in the Risk Register	All those matters recorded in accordance with clause 16.1 of the Contract. 1. Working at National Key Point Sites 2. Working on sites where there are other contractors executing works. 3. Working on Operational Depots 4. Working in a Petrochemical environment



11.2(15)	The <i>boundaries of the site</i> are	As prescribed in Part C3	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBC	
11.2 (9)	The key dates and the conditions to be met are	Condition to be met	Key Date
		1. Completion of the Works at Howick Pump Station	TBC
		2. Completion of the Works at Hilltop Pump Station	TBC
		3. Completion of the Works at Quaggasnek Pump Station	TBC
		4. Completion of the Works at Airport Depot	TBC
30.1	The <i>access dates</i> are	Upon approval of compliance file	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	TBC	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		

4 Testing and Defects

42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i> per site.
43.2	The <i>defect correction period</i> is except that the defect correction period for	2 weeks Defects which impact safety or production: is Immediately after notification

5 Payment

50.1	The <i>assessment interval</i> is monthly on the	18th (eighteenth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank of South Africa.

6 Compensation events

60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements: 10mm
	The place where weather is to be recorded (on the Site) is:	The site under execution
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	The closest weather station to the Depot / site under execution

and which are available from:

South African Weather Service 012 367 6023
 or info3@weathersa.co.za.

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



	The deductibles are: As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is The <i>Contractor</i> provides these additional Insurances	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended. 1 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000. 5 The insurance coverage referred to in 1, above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the



receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.



W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)	
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)	
W1.4(2)	The <i>tribunal</i> is:	Arbitration	
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)	
	The place where arbitration is to be held is	Durban, South Africa	
	The person or organisation who will choose an arbitrator		
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)	
	- if the arbitration procedure does not state who selects an arbitrator, is		
12	Data for secondary Option clauses		
X2	Changes in the law	No additional data is required for this Option	
X7			
X7.	Delay damages for late Completion of the <i>section</i> of the <i>works</i> are:	Description Late completion of the works per sites	Amount R15 000 / day
X18	Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Cost to be proven at the time	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy	



X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works

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

Z1 **Additional clauses relating to Joint Venture**

Z1.1 **Insert the additional core clause 27.5**

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

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

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees**

which must be taken out by the Joint Venture and by the individual constituents;

- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
- **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z1.2

Insert additional core clause 27.6

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

Z2 Additional obligations in respect of Termination

Z2.1

The following will be included under core clause 91.1:

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

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

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z2.2 Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z2.3

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z3 Right Reserved by the Employer to Conduct screening

Z3.1

The *Employer* will conduct screening for security clearances of any *Contractor* who has access to National Key Points for the following without limitations:

The following documents are needed from the company:-

- ✓ Company profile.
- ✓ Company registration documents.
- ✓ CSD registration document
- ✓ SARS tax pin document and VAT number.
- ✓ Professional Membership accreditation.



- ✓ **Recent audited financial statements of the company.**
- ✓ **Company bank letter.**
- ✓ **Lease agreement if company is renting the business site or proof of ownership of the business premises.**
- ✓ **ID Copies of Directors.**

In the event the *Contractor* is not cleared, the *Employer* will terminate the contract forthwith.

Z4 Additional Clause Relating to Collusion in the Construction Industry

Z4.1

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

Z5 Protection of Personal Information Act

Z5.1

The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.



C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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



		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate



61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62	in	The percentage for design overheads is	%	
SSCC				
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		
SSCC				

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	2

C2.1 Pricing Instructions: Option A

1. The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms

- 11 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- 11.2 (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (27) The Price for Work Done to Date is the total of the Prices for
- each group of completed activities and
 - each completed activity which is not in a group
- A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
- (30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.

- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or makes reference to his Activity Schedule and attaches it to this schedule.

TRANSNET PIPELINE

TENDER NUMBER: TPL/2024/03/0003/60234/RFP

DESCRIPTION OF THE WORKS: SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, AND ONCE-OFF MAINTENANCE OF THREE (X3) FIREFIGHTING DIESEL ENGINES FOR HILLTOP, HOWICK, QUAGGASNEK AND ONE (X1) CONTAINERISED PUMPSET FOR AIRPORT

**ACTIVITY SCHEDULE**

ACTIVITY NUMBER	SCOPE REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	ACTIVITY TOTAL PRICE
1.0		SECTION A: REPLACEMENT OF THE HOWICK PUMP STATION FIREFIGHTING DIESEL ENGINE			
1.1	7.1.2	Dismantling current existing Firefighting Diesel Engine from the baseplate.	Sum	1	R
1.2	7.1.2	Supply and Delivery to site of the Firefighting Diesel Engine	Sum	1	R
1.3	7.1.2 & 7.1.6 & 7.1.7	Installation of the Firefighting Diesel Engine, including Testing, Commissioning, certification, and handover.	Sum	1	R
		Sub Total Section 1.0			R
2.0		SECTION B: REPLACEMENT OF THE QUAGGASNEK PUMP STATION FIREFIGHTING DIESEL ENGINE			
2.1	7.1.2	Dismantling current existing Firefighting Diesel Engine from the baseplate.	Sum	1	R
2.2	7.1.2	Supply and Delivery to site of the Firefighting Diesel Engine	Sum	1	R
2.3	7.1.2 & 7.1.6 & 7.1.7	Installation of the Firefighting Diesel Engine, including Testing, Commissioning, certification, and handover.	Sum	1	R
		Sub Total Section 2.0			R
3.0		SECTION C: PROCUREMENT AND INSTALLATION OF THE DIESEL FIREFIGHTING ENGINE AT HILLTOP PUMP STATION (PS3)			
3.1	7.2.2	Supply and Delivery to site of the Firefighting Diesel Engine	Sum	1	R
3.2	7.2.2 & 7.2.6 & 7.2.7	Installation of the Firefighting Diesel Engine, including Testing, Commissioning, certification, and handover.	Sum	1	R
		Sub Total Section 3.0			R
4.0		SECTION D: PROCUREMENT AND INSTALLATION OF THE AIRPORT PUMP STATION CONTAINERISED PUMP-SET			
4.1	7.3.11	Shop Performance Testing of the Containerised Pump-set at the contractors site.	Sum	1	R
4.2	7.3.2	Supply and Delivery to site of the Containerised Pump-set including the base-frame.	Sum	1	R
4.3	7.3.2 & 7.3.12	Installation of the Pump-set, including Rerouting of the existing suction and discharge pipelines, Site Acceptance Testing, Commissioning, certification, and handover.	Sum	1	R
		Sub Total Section 4.0			R
5.0		SECTION E: TWELVE (12) MONTHS POST COMMISSIONING MAINTENANCE AND REPORT			
5.1	4.2	Once-off Annual Maintenance (12 months after Commissioning) and issue report - Howick	Sum	1	R
5.2	4.2	Once-off Annual Maintenance (12 months after Commissioning) and issue report - Quaggasnek	Sum	1	R
5.3	4.2	Once-off Annual Maintenance (12 months after Commissioning) and issue report - Hilltop	Sum	1	R
5.4	4.2	Once-off Annual Maintenance (12 months after Commissioning) and issue report - Airport	Sum	1	R
		Sub Total Section 5.0			R
6.0		SECTION F: HEALTH, SAFETY, AND ENVIRONMENTAL MANAGEMENT			
6.1	4.4	Contractor Compliance File	File	1	R
		Sub Total Section 6.0			R
TOTAL CARRIED TO OFFER (EXCL VAT)					R
VAT					R
TOTAL OFFER (INCL OF VAT)					R

C3 SCOPE OF WORKS



Document Title:

**SCOPE OF SERVICE FOR THE
SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, AND ONCE-OFF MAINTENANCE
OF THREE (X3) FIREFIGHTING DIESEL ENGINES FOR HILLTOP, HOWICK, QUAGGASNEK
AND ONE (X1) CONTAINERISED PUMP-SET FOR AIRPORT**

Project Title:

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, AND ONCE-OFF
MAINTENANCE OF THREE (X3) FIREFIGHTING DIESEL ENGINES FOR HILLTOP,
HOWICK, QUAGGASNEK AND ONE (X1) CONTAINERISED PUMP-SET FOR AIRPORT**

Rev. 01

Table of Contents

1. Introduction.....	1
2. Background.....	1
3. Project Objective.....	1
4. General Scope Requirements.....	1
4.1 Equipment, Materials and Consumables.....	1
4.2 Twelve (12) Months Post Commissioning Maintenance	2
4.3 Working Hours.....	2
4.4 Health, Safety, and Environmental Management.....	2
5. Facilities Provided by the Transnet Pipelines Representative.....	4
6. Warranty Requirement	4
7. SITE SPECIFIC REQUIREMENTS	5
7.1 SECTION A: Replacement of The Quaggasnek & Howick Pump Stations Firefighting Diesel Engines	5
7.2 SECTION B: Procurement and Installation of The Firefighting Diesel Engine at Hilltop Pump Station (PS3)	10
7.3 SECTION C: Procurement and Installation of The Containerised Pump-Set for Airport Depot.....	14

LIST OF ABBREVIATIONS:

Abbreviation	Description
ECP	Engine Control Panel
FCP	Fire Control Panel
SAT	Site Acceptance Testing
SRC	Shop Release Certificate
AFC	Approved For Construction
O&M	Operating and Maintenance Manual
OEM	Original Equipment Manufacturer
EHDP	Equipment Handover Documentation Procedure
TPL	Transnet Pipelines
ASME	American Society of Mechanical Engineers
SANS	South African National Standards
QA	Quality Assurance
PS	Pump Station
NFPA	National Fire Protection Association
ASIB	Automatic Sprinkler Inspection Bureau
PTFE	Polytetrafluoroethylene

1. Introduction

Transnet Pipelines (TPL), a division of Transnet SOC Ltd, provides strategic pipeline infrastructure for the petroleum and gas industries of South Africa. Established in 1965, TPL owns, maintains, and operates a network of 3 114 km of high-pressure petroleum and gas pipelines. The pipeline transverses five different provinces (Kwa-Zulu Natal, Gauteng, Northwest, Free States and Mpumalanga) ensuring security of supply of petroleum products into the inland market.

2. Background

Transnet Pipelines (TPL) transports and stores large volumes of Petrol, Diesel, Crude, and aviation turbine Fuel. Safety measures such as fire protection and prevention must always be reliable and effective. The existing fixed firefighting Diesel Engines in some of the TPL Sites have been experiencing multiple breakdowns, reducing the reliability of the fixed firefighting system. This has led to fire incidences, posing significant business risks and potentially compromising the country's economy. Procuring and installing new fixed firefighting equipment will ensure that TPL sites have reliable firefighting systems, enabling TPL to effectively respond to fires, control incidents, and minimize damage that could lead to financial losses and potential loss of life. Additionally, the equipment installation and testing must conform to local standards such as the Automatic Sprinkler Inspection Bureau (ASIB) and SANS, and where local standards are insufficient, international standards such as NFPA may be applied.

3. Project Objective

TPL aims to source a single service provider to supply and install three (3) firefighting diesel engines to three different TPL sites and one (1) Containerised pump-set for one TPL site. This scope of works document comprises three (3) different tasks that the contractor will do, and each task is explained fully under sections A, B, and C.

4. General Scope Requirements

4.1 Equipment, Materials and Consumables

- The Contractor shall provide all necessary equipment and PPE for the work. As minimum requirement, Contractor shall have the following:
 - Steel cap boots,
 - Full length overall, either 1 piece or 2 pieces, flame retardant,
 - Hard hat,
 - Hand gloves,
 - Eye protection
- All tools to be always kept in good and safe condition and will comply with all safety regulations.

4.2 Twelve (12) Months Post Commissioning Maintenance

The appointed *Contractor* is to do maintenance skills transferring to the *Employer's* technical and operation staff after 12 months of commissioning per site. This task must also be quoted for under this scope of work. The maintenance kit and required manpower to assist with maintenance on the day must be provided by the *Contractor*. The *Employer's* staff will be there to observe and take notes. This work shall be invoiced once the work has been completed. On completion of the maintenance, the *Contractor* must prepare a report per site, and it must be shared with the *Employer* within a week after the maintenance is completed per site.

4.3 Working Hours

The dismantling and installation work of the firefighting diesel engines per site shall be conducted between Monday to Sunday, the work shall not stop until the TPL fixed firefighting system is 100% operational. TPL will not be providing any spares, contractors must make provisions for any spares if required for the completion of the work. Tenderers should note that they will not need to provide fire standby as TPL will be providing this service.

4.4 Health, Safety, and Environmental Management

4.4.1 Contractor Compliance Requirements

- 4.4.1.1 The *Contractor* must comply with the requirements of the Occupational Health and Safety Act 85 of 1993 and its promulgated Regulations, Requirements for Safe Entry and the following Transnet procedures: Transnet Contractor Management Procedure (TIMS-GRP-PROC-014) and Transnet Contractor Health and Safety Specification Guideline (TRN-IMS-GRP-GDL-014.3), as applicable to the scope of services. and any laws applicable in terms of Health and Safety.
- 4.4.1.2 The *Contractor* should ensure that all incidents are reported to the relevant Transnet Pipelines Depot Manager and investigated by the principal contractor in conjunction with the client's safety representative. Occurrences shall be reported immediately or before the end of the shift, followed by a written report within 24 hours.
- 4.4.1.3 The *Contractor* must provide Transnet Pipelines with the required Health and Safety documentation before work on site begins. Once the Contractor's Health & Safety file is approved a site induction will be conducted by the Employer then only will the Contractor be permitted to commence work.
- 4.4.1.4 The contractor compliance file must include but not limited to the following documents:
 - A valid Letter of Good Standing with the Workman's compensation.
 - Proof of relevant insurances to carry out work.
 - Contractor Health & Safety Plan correlating with Transnet Contractor Management Procedure

(TRN-IMS-GRP-PROC-014) submitted and approved.

- Copies of TPL & Contractor's health, Safety & Environmental Policies
- Mandatory agreement as per section 37.2 of the OSHACT. Act 85 of 1993 and CR 5.1(K)
- Risk Assessments, Method statements and Safe Working Procedures per site. (Howick, Hilltop, Quaggasnek, and Airport)
- Employee scope of work.
- Proof of site-specific induction (Contractor)
- Copy of ID Document.
- Legal Letter of Appointment.
- Abbreviated CV for the management and Legal appointees.
- Proof of competence.
- Valid entry medical certificate of fitness done by an Occupational Health Practitioner.
- Project Specific Risk Assessment indicating the full scope of work and risk profile.
- Organogram of reporting structure including contact details.
- Copy of nominated responsible person to conduct inspections and proof of their competency.
- The contractor to ensure that their Health & Safety Management plan as well as their Baseline Risk Assessment includes the management of communicable diseases.

4.4.2 Security screening

- The *Contractor* will be expected to go through security vetting before being given access to Transnet Pipelines premises.
- The following documents are needed from the bidder:
 - ✓ Company profile.
 - ✓ Company registration documents.
 - ✓ CSD registration document
 - ✓ SARS tax pin document and VAT number.
 - ✓ Professional Membership accreditation.
 - ✓ Recent audited financial statements of the company.
 - ✓ Company bank letter.
 - ✓ Lease agreement if company is renting the business site or proof of ownership of the business premises.
 - ✓ ID Copies of Directors.

NOTE: Every personnel that will be screened is required to fill-up a consent form that will be sent out after the signed letter of Award.

5. Facilities Provided by the Transnet Pipelines Representative

Unless otherwise stated in this contract, there shall be no facilities provided by the *Employer* from which the contractor can render the Services. This includes office space, printing facilities, computer hardware, software, and systems. TPL will provide only ablution facilities and electricity.

6. Warranty Requirement

6.1 All equipment supplied and installed under this contract must carry the respective OEM warranties.

6.2 All installation workmanship and engineering undertaken must be as per the defects liability period per site.

6.3 The Defects liability period must be staggered relative to each site's date of commissioning and acceptance.

7. SITE SPECIFIC REQUIREMENTS

7.1 SECTION A: Replacement of The Quaggasnek & Howick Pump Stations Firefighting Diesel Engines

7.1.1 Introduction

Transnet Pipelines is undertaking the project to replace the Firefighting Diesel Engine at QUAGGASNEK and HOWICK. The new diesel engine to be installed will use a radiator cooling system with a fan to cool the engine. The radiator shall be suitably sized for the cooling required and shall be made of suitable corrosion resistant materials for the current existing locations. The cooling fan shall be driven by the engine. The new Firefighting Diesel Engine for Quaggasnek and Howick must be sized to fit the current existing pump-set setup, inclusive of the diesel tank piping system and the fire control panel (FCP). The tenderers must note that the diesel engine to be installed will be the primary driver for the existing water pump and foam pump. The actual dismantling and installation of the firefighting diesel engines must not exceed 1 week or 7 days per site.



Figure 1: Typical Radiator Cooling Firefighting Diesel Engine

7.1.2 Work to be Done

The scope of work for the installation of the Firefighting Diesel Engines for the two sites is as follow:

- Dismantling the current existing Firefighting Diesel Engines from the baseplate and handing them over to TPL.
- Supply, delivery, and Installation of the Firefighting Diesel Engines in sync with the existing baseplate, FCP, ECP, and fuel tank piping.
- Onsite and off-site Testing, Commissioning, certification, and handover.
- Tenderers must make provisions for on-site commissioning testing diesel in their pricing for 30 minutes continuous run, or as per the manufacturer's recommendations.

7.1.3 Water and Foam Pumps Specifications for the Required Diesel Engines to Drive

Table 1: Technical Specification(s) for the Required Diesel Engines to Drive

Site(s)	Duty (l/m)	Pressure (bar)	Foam Pump Duty (3% of Water Pump Q)
HOWICK	2900	10	87
QUAGGASNEK	2521	10	76

7.1.4 Quaggasnek and Howick

The Firefighting Diesel Engines called for under this specification will be within a semi-enclosed pump house at the Transnet Pipelines Pump Stations, namely Quaggasnek and Howick.

Table 2: Physical Addresses for Quaggasnek and Howick

QUAGGASNEKSNEK:		HOWICK:	
Transnet Pipeline Quaggasnek Pump Station Farm Road (P213) 3100		Transnet Pipeline Howick Pump Station Old main North (Opposite Nursery) 3290	
Co-Ordinates		Co-Ordinates	
29.75147325	-27.50850757	30.19458155	-29.47717669

7.1.5 Primary Driver

The primary driver called for under this specification is a diesel engine. The diesel engine shall be the primary driver for the fire water pump and foam concentrate pump and must ensure that the required duty points for the water and foam pumps specified in Table 2 above are met. The driver shall be started automatically by the engine control module upon receipt of a signal from the Fire Control Panel (FCP) or started manually at the engine control panel (ECP). The driver shall be a diesel engine of the four or two

stroke, compression ignition mechanical injection type capable of being started without the use of wicks, cartridges, heater plugs or either, with inclined (Vee) or straight vertical multi-cylinders. The driver shall be naturally aspirated, turbocharged or supercharged or both, if necessary to meet the required flow rates. The rated voltage of the batteries and the starter motor shall be either 24 V in the case of engines of capacity exceeding 1.64 L, or 24 V or 12 V in the case of engines of capacity not exceeding 1.64 L. The contractor to confirm the compatibility and reusability of the existing batteries on site.

7.1.5.1 Materials of Construction

The materials used in the works shall be, wherever possible, be of corrosion resistant materials. The static life of the engine shall be 20 - 30 years.

7.1.5.2 Power Output

The driver shall be sized to meet the power output requirements of this specification whilst driving the foam concentrate pump at the required design speed to introduce 3% foam concentrate into the water system. The driver shall have sufficient power to drive the fire water pump and foam concentrate pump continuously at full load at the site elevation for a continuous period of minimum 2 hours. During operation, the power output of the driver shall not be limited, reduced, or conditioned in any way to conform to any emission control standards or for any reason whatsoever. Power available shall be understood as the net power at the drive shaft after de-rating for speed, altitude, and ambient temperature.

7.1.5.3 Cooling System

The driver shall have a radiator cooling system and mounted on the common baseplate, and the radiator fan shall be guarded for personnel protection. The radiator will not be ducted to discharge externally from the building but will be positioned accordingly from the A-frame pump house where the existing pump-set is situated. The radiator shall be suitably sized for cooling required with an inlet air temperature within the pump house and shall be made of suitable corrosion resistant materials for the location specified. Each engine shall be provided with a temperature gauge to indicate the cooling water temperature and a cooling water level sensor to provide a low cooling water alarm.

7.1.6 Factory Acceptance Testing (FAT)

The *Contractor* must schedule the Factory Acceptance Testing (FAT) for the firefighting diesel engines at the contractor's site to verify that the engine and its systems fully comply with all design, performance, and safety requirements prior to shipment. The FAT should include a thorough visual inspection, review of all relevant documentation, and comprehensive operational tests such as start-up, load simulation, speed regulation, and performance measurements including fuel consumption, oil pressure, temperature, and emissions. Additionally, verify all safety and protection devices, including overspeed governors and emergency stop functions, as well as control and alarm systems, battery and starter operations, and noise and vibration levels. Ensure compliance with applicable local standards and test

the interfaces with the pump control panels. The objective is to identify any defects early, confirm the reliability of the engine, and ensure that it is fully prepared for emergency firefighting use. Upon completion, provide a detailed FAT report documenting all tests, results, and any corrective actions taken to minimize the risk of failure after installation and to guarantee regulatory compliance.

7.1.7 Site Acceptance Testing

Upon successful completion of the firefighting diesel engine installation, the pump-set shall be subject to a site acceptance test (SAT), prior to acceptance of receipt of the Installation Completion Certificate. The SAT will be arranged and performed by the *Contractor* and witnessed by the *Employer*. The *Contractor* shall make all reasonable attempts to perform the SAT as soon as is reasonably practicable. The *Contractor* shall make available on-site during commissioning of all equipment and consumables such as the fuel needed to assist the *Employer* with the commissioning of the pump-set and speed verification of the primary driver. The *Contractor* is required to provide flow and pressure verification equipment.

7.1.8 Quality Assurance File per Site

The *Contractor* shall also prepare at the beginning of the project and keep up to date through the project lifecycle a Quality Assurance (QA) file with the following minimum sections:

- Quality Control Plan
- Program
- Design Calculations
 - ✓ Primary driver kW de-rating calculations
- Equipment Specifications and data sheets
 - ✓ Primary driver data sheets
- Drawings
 - ✓ Primary driver
- Electrical, Control and Instrumentation
 - ✓ Cable test certificates (continuity and earth testing)
 - ✓ Instrument installation verification against hook-up diagrams
- Equipment Commissioning and Handover Documentation
 - ✓ Instructions to Deliver Notice
 - ✓ Installation Completion Certificate
 - ✓ FAT Report
 - ✓ Site Acceptance Testing
 - ✓ Final Commissioning and Final Handover Documentation
- *Employer Contractor* Correspondence

The *Contractor* shall prepare and issue to the *Employer* the approved original QA file plus one

electronic copy.

7.1.9 Operating and Maintenance Manuals per Site

An operating and maintenance (O&M) manual for the Diesel engine shall be prepared and submitted by the *Contractor* and shall be separate from the QA documentation. The *Contractor* shall prepare and issue to the *Employer* the approved original O&M file plus one electronic copy.

The O&M manual shall contain the following information as a minimum:

- Recommended spare parts list with OEM part number and local equivalent part number for the following equipment:
 - ✓ Primary driver
- Operating and Maintenance manuals for the following equipment:
 - ✓ Primary driver
- Service manuals

Any Technical, Operating, Equipment, or Maintenance Manuals received from Vendors in an original Hardcopy (published, not scanned) format must be supplied in that format together with a scanned copy in PDF Format.

7.2 SECTION B: Procurement and Installation of The Firefighting Diesel Engine at Hilltop Pump Station (PS3)

7.2.1 Introduction

Transnet Pipelines is undertaking a project to procure and install a new Firefighting Diesel Engine for HILLTOP. The new diesel engine for Hilltop must be sized to fit the current baseplate, inclusive of the diesel tank piping system. The principle is to install a diesel engine with the same specifications and design performance as the diesel engine that was installed before, the bidder is welcomed to use any information on the existing engine to get whatever information required to assist them to procure the diesel engine required by TPL. The Diesel engine that was installed before was a Cummins QSX15 – G6. The actual installation work onsite must not exceed 1 week or 7 days.



Figure 2: Typical Heat Exchanger Cooling Firefighting Diesel Engine

7.2.2 Work to be Done

The scope of work for the installation of the fixed fire diesel engine is as follows:

- Supply, delivery, and Installation of the Firefighting Diesel Engine in sync with the existing baseplate, FCP, ECP, and fuel tank piping.
- On-site and off-site Testing, Commissioning, certification, and handover.
- Tenderers must make provisions for on-site commissioning testing diesel in their pricing for 30 minutes continuous run, or as per the manufacturer's recommendations.

7.2.3 Water and Foam Pumps Specifications for the Required Diesel Engine to Drive

Table 3: Technical Specification(s) for the Required Firefighting Diesel Engine to Drive

Site(s)	Duty (l/m)	Pressure (bar)	Foam Pump Duty (3% of Water Pump Q)
HILLTOP	9200	12.5	276

7.2.4 Hilltop

The diesel engine called for under this specification will be installed within an enclosed pump house at the Transnet Pipelines depot, namely, Hilltop.

Table 4: Physical Address for Hilltop Pump Station

HILLTOP PUMP STATION:
Transnet Hilltop Pump Station Wartburg D590

7.2.5 Primary Driver

The primary driver called for under this specification is a diesel engine. The diesel engine shall be the primary driver for the existing fire water pump and foam concentrate pump and must ensure that the required duty points for the water and foam pumps specified in Table 3 above are met. The driver shall be started automatically by the engine control module upon receipt of a signal from the Fire Control Panel (FCP) or started manually at the engine control panel (ECP). The primary driver shall be a diesel engine of the four, compression ignition mechanical injection type capable of being started without the use of wicks, cartridges, heater plugs or ether, with inclined (V-Shape) or straight vertical multi-cylinders, the driver shall be turbocharged. The rated voltage of the batteries and the starter motor shall be either 24 V in the case of engines of capacity exceeding 1.64 L, or 24 V or 12 V in the case of engines of capacity not exceeding 1.64 L. The contractor to confirm the compatibility and reusability of the existing batteries on site.

7.2.5.1 Materials of Construction

The materials used in the works shall be, wherever possible, be of corrosion resistant materials. The static life of the engine shall be 20 - 30 years.

7.2.5.2 Power Output

The primary driver shall be sized to meet the power output requirements of this specification whilst driving the foam concentrate pump at the required design speed to introduce 3% foam concentrate into the water system. The primary driver shall have sufficient power to drive the fire water pump and foam concentrate pump continuously at full load at the site elevation for a continuous period of minimum 2 hours. During operation, the power output of the driver shall not be limited, reduced, or conditioned in

any way to conform to any emission control standards or for any reason whatsoever. Power available shall be understood as the net power at the drive shaft after de-rating for speed, altitude, and ambient temperature.

7.2.5.3 Cooling System

The current existing Diesel engine uses a heat exchanger cooling system. The new engine is to also adopt the heat exchanger cooling system, it should be correctly sized for the duty and the materials shall be resistant to both atmospheric corrosion and to corrosion by the heat transfer fluids. The cooling water circulation pump shall be driven off the primary driver. The exhaust manifold and lubricating oil shall be water cooled, as required by NFPA 20. The engine shall be provided with a temperature gauge to indicate the cooling water temperature and the cooling water level sensor to provide low-cooling water alarm.

7.2.6 Factory Acceptance Testing (FAT)

The *Contractor* must schedule the Factory Acceptance Testing (FAT) for the firefighting diesel engines at the contractor's site to verify that the engine and its systems fully comply with all design, performance, and safety requirements prior to shipment. The FAT should include a thorough visual inspection, review of all relevant documentation, and comprehensive operational tests such as start-up, load simulation, speed regulation, and performance measurements including fuel consumption, oil pressure, temperature, and emissions. Additionally, verify all safety and protection devices, including overspeed governors and emergency stop functions, as well as control and alarm systems, battery and starter operations, and noise and vibration levels. Ensure compliance with applicable local standards and test the interfaces with the pump control panels. The objective is to identify any defects early, confirm the reliability of the engine, and ensure that it is fully prepared for emergency firefighting use. Upon completion, provide a detailed FAT report documenting all tests, results, and any corrective actions taken to minimize the risk of failure after installation and to guarantee regulatory compliance.

7.2.7 Site Acceptance Testing

Upon successful completion of the pump-set installation the pump-set shall be subject to a site acceptance test (SAT), prior to acceptance of receipt of the Installation Completion Certificate. The SAT will be arranged and performed by the *Contractor* and witnessed by the *Employer*. The *Contractor* shall make all reasonable attempts to perform the SAT as soon as is reasonably practicable.

The *Contractor* shall make available on site during commissioning all equipment as necessary to assist the *Employer* with the commissioning of the pump-set and speed verification of the primary driver. The *Contractor* is required to provide flow and pressure verification equipment.

7.2.8 Quality Assurance File

The *Contractor* shall also prepare at the beginning of the project and keep up to date through the project lifecycle a Quality Assurance (QA) file with the following minimum sections:

- Quality Control Plan

- Program
- Design Calculations
 - ✓ Primary driver Power [kW] de-rating calculations
 - ✓ Belt Pulley System
- Drawings
 - ✓ Primary driver
 - ✓ Belt pulley system
- Equipment Specifications and data sheets
 - ✓ Primary driver data sheets
 - ✓ Belt and Pulley design data
- Equipment Commissioning and Handover Documentation
 - ✓ Instructions to Deliver Notice
 - ✓ Installation Completion Certificate
 - ✓ FAT Report
 - ✓ Site Acceptance Testing
 - ✓ Final Commissioning and Final Handover Documentation
- *Employer Contractor Correspondence*

The *Contractor* shall prepare and issue to the *Employer* the approved original QA file plus one electronic copy.

7.2.9 Operating and Maintenance Manuals

An operating and maintenance (O&M) manual for the Diesel engine shall be prepared and submitted by the *Contractor* and shall be separate from the QA documentation. The *Contractor* shall prepare and issue to the *Employer* the approved original O&M file plus one electronic copy.

The O&M manual shall contain the following information as a minimum:

- Numbered spare parts list and associated diagram for the following equipment:
 - ✓ Primary driver
- Recommended spare parts list with OEM part number and local equivalent part number for the following equipment:
 - ✓ Primary driver
- Operating and Maintenance manuals for the following equipment:
 - ✓ Primary driver
- Service manuals

Any Technical, Operating, Equipment, or Maintenance Manuals received from Vendors in an original Hardcopy (published, not scanned) format must be supplied in that format together with a scanned copy in PDF Format.

7.3 SECTION C: Procurement and Installation of The Containerised Pump-Set for Airport Depot

7.3.1 Introduction

Transnet Pipelines is undertaking the project to procure and install a new Containerised pump-set for AIRPORT, which is the TPL official site. The primary driver to be installed should be a diesel engine with a radiator cooling system. The radiator shall be suitably sized for cooling required and shall be made of suitable corrosion resistant materials for the current existing location. The cooling fan shall be driven off the primary driver, all works to comply with ASIB requirements. The Containerised pump-set for Airport shall comprise of the following major equipment components:

- Engine control panel
- Diesel Engine (Primary Driver)
- Diesel Tank
- Water pump
- Foam concentrate pump
- Baseplate
- Fixed shipping Container



Figure 3: Typical Containerised Firefighting Pump-set

The contractor is responsible for sizing calculations, procurement, supply, pre-delivery testing, delivery to site, installation, final assembly, on-site testing, quality assurance (QA) documentation and commissioning of the full pump-set for the Airport site and all associated equipment in accordance with the following general specifications and the satisfaction of the *Employer* or his designated representative(s). The actual installation work, including testing and procurement lead times must not exceed 6 months or 24 weeks.

7.3.2 Work to be Done

The scope of work for the installation of the Containerised Pump-set is as follows:

- Supply, delivery, and installation of the Containerised Pump-set mounted with a base frame with vibration isolators or similar systems in sync with the existing FCP.
- Rerouting of the existing suction and discharge pipework positions to accommodate the new pump-set to the new position. (Connect the new pump-set to the existing fire system manifold, the additional pipework cost to be included on the re-routing cost reflecting on the activity schedule)
- Paint the outside of the container, the water Pump and its piping, and the baseplate frame with Signal Red, and the Foam concentrate Pump and its piping with Midnight Blue.
- On-site and off-site Testing, Commissioning, certification, and handover.
- Tenderers must make provisions for on-site 2-hour testing diesel in their pricing.

7.3.3 Water and Foam Pumps Specifications for the Required Diesel Engine to Drive

The required primary driver for the pump-set will be required to drive the water pump and foam pump with the specifications in Table 5 below.

Table 5: Required Technical Specification(s) for the Primary Driver

Site(s)	Duty (l/m)	Pressure (bar)	Foam Pump Duty (3% of Water Pump Q)
AIRPORT	9130	12.5	274

7.3.4 Airport

The Containerised pump-set called for under this specification will be installed at the Transnet Pipelines Depot to the address provided in Table 6 below:

Table 6: Physical Address for Airport Depot

AIRPORT DEPOT:
Transnet Pipelines depot 90 Springbok Rd Bartlett Boksburg South Africa

7.3.5 Pump-set Container

The container for the pump-set must comply with ISO 1496-1: series 1 freight containers. The container must be featured with doors, ventilation, and lighting. The size of the container must be in accordance with equipment dimensions plus maintenance clearance. The container must be mounted with a base frame with vibration isolators or similar systems to mitigate the effects of vibrations and shocks. The container shall be provided with an easily accessible earth lug. The earth lug shall be welded to the container, and the lug material shall be austenitic stainless steel and shall not be painted. The lug shall be minimum 6 to 8 mm thick, 80 to 100 mm long by 60 to 80 mm wide with smooth curved corners and shall have a 15 to 20 mm diameter threaded hole drilled in the center of the lug.

7.3.6 Common Baseplate Frame

The primary driver and associated cooling systems, flexible couplings, fire water pump, foam concentrate pump and ancillary drive unit and the ECP shall be mounted on a common baseplate, if this requirement cannot be achieved due to space constrain of the container, the contractor is welcome to suggest re-positioning to ensure all parts of the Pump-set fit within the container and ensuring the space requirements in section 7.3.5 are met. The baseplate shall be fabricated from mild steel to SANS 50025 with minimal bolt-on sections. Bolt-on sections shall only be permitted where essential to ensure practical assembly and disassembly of major equipment components. All welding shall be fully continuous fillet and must be done in accordance with an approved Weld Procedure Specification (WPS) and all welders shall be qualified to do the welding procedure. The baseplate shall be designed and sized to provide suitable access to the mounted equipment for maintenance. The baseplate shall be provided with lifting lugs designed to carry the maximum load of the entire baseplate complete with all equipment called for under this specification.

7.3.7 Engine Control Panel

The pump-set shall be provided with a dedicated Engine Control Panel (ECP) mounted on the respective pump-set frame. The ECP shall comprise of a fully enclosed panel with a mounted engine control module (ECM), lamps, key switches, labels, components, gauges, buttons, batteries, battery chargers and any other equipment as required. The *Contractor* shall supply a suitable engine control module (Deep Sea Electronics controller module DSE-E800 or similar) for the pump-set to meet the requirements of this specification. The ECP of the pump-set will interface with the existing Fire Control Panel (FCP) via suitable terminations.

7.3.8 Primary Driver

The primary driver called for under this specification is a diesel engine. The diesel engine shall be the primary driver for the fire water pump and foam concentrate pump and must ensure that the required duty points for the existing water and foam pumps are met. The driver shall be started automatically by the engine control module upon receipt of a signal from the Fire Control Panel (FCP) or started manually

at the engine control panel (ECP). The driver shall be a diesel engine of the four or two stroke, compression ignition mechanical injection type capable of being started without the use of wicks, cartridges, heater plugs or ether, with inclined (Vee) or straight vertical multi-cylinders. The driver shall be naturally aspirated, and turbocharged or supercharged or both, if necessary to meet the required flow rates. The rated voltage of the batteries and the starter motor shall be either 24 V in the case of engines of capacity exceeding 1.64 L, or 24 V or 12 V in the case of engines of capacity not exceeding 1.64 L. The contractor to confirm the compatibility and reusability of the existing batteries on site.

7.3.8.1 Materials of Construction

The materials used in the works shall be, wherever possible, be of corrosion resistant materials. The static life of the engine shall be 20 - 30 years.

7.3.8.2 Power Output

The driver shall be sized to meet the power output requirements of this specification whilst driving the foam concentrate pump at the design speed to introduce 3% foam concentrate into the water system. The driver shall have sufficient power to drive the fire water pump and foam concentrate pump continuously at full load at the site elevation for a continuous period of minimum 2 hours. During operation, the power output of the driver shall not be limited, reduced, or conditioned in any way to conform to any emission control standards or for any reason whatsoever. Power available shall be understood as the net power at the drive shaft after de-rating for speed, altitude, and ambient temperature.

7.3.8.3 Cooling System

The driver shall be radiator cooled and mounted on the common baseplate. The heat from the primary circuit of the radiator shall be dissipated by air movement through the radiator created by a fan included with and driven by the engine. The fan shall be guarded for personnel protection. The radiator shall be suitably sized for the cooling required and shall be made of suitable corrosion resistant materials for the location specified. The engine shall be provided with a temperature gauge to indicate the cooling water temperature and a cooling water level sensor to provide a low cooling water alarm.

7.3.8.4 Stop Signal

The engine shall only be stopped by the following conditions:

- Activation of a stop button located on the ECP (Auto-mode)
- Activation of an emergency stop button located on the ECP (Auto-mode)
- Engine overspeed during any run condition (Auto-mode and Test mode)
- Any engine alarm conditions (high water temperature, low oil pressure etc.) and when the engine is run with engine protection enabled (Test mode)

7.3.9 The Water Pump

The fire water pump called for under this specification is a separately coupled horizontal split case or end suction centrifugal pump.

7.3.9.1 Materials of Construction

The design life of the pump shall be 20 - 30 years. The materials of construction of the pump shall be designed and selected to operate throughout the design life expectancy. Table 7 below represents the preferred materials for each key part of the water pump.

Table 7: Fire Pump Material of Construction

Fire Pump Materials of Construction	
Part	Material
Bearings	Stainless steel
Casing	Cast iron
Case wear rings	Bronze
Gland	Bronze
Gland packing	High grade graphite cotton
Impeller	Bronze
Lantern rings	Bronze or stainless steel
Mechanical seals	Carbon ceramic
Shaft	EN8 steel
Shaft sleeves	Bronze
Stuffing box bushes	Bronze

7.3.9.2 End Connections

The pump suction and discharge size must meet the required flow rate at the pressure provided by the *Employer*, and to accommodate discrepancies in pipeline suction sizes and pump flange sizes, reducers will be installed. All flange connections shall be ANSI Class 150 RF. The inlet and outlet of the pump end connections shall be indicated on a stainless-steel plate that is permanently secured to the pump casing. The text 'INLET' or 'OUTLET' shall be embossed onto the plate with a minimum text height of 5mm in Arial font and shall not be engraved or etched.

7.3.9.3 Coupling

An elastomeric flexible coupling shall be provided between the primary driver and the water pump. The selected elastomer shall be compatible with the fuel of the primary driver. The coupling between the primary driver and the water pump must allow each unit to be removed without disturbing the other.

7.3.9.4 Shaft Sealing System

Rotating shafts through the pump casing shall be gland packed with at least five lantern rings. The lantern ring shall take cooling water from the pump discharge or via an internal bore. An external fluid supply will not be provided. The leakage from the gland packing shall be piped by the *Contractor* to a point external to the pump house or to a sump within the pump house as directed by the *Employer*. The drainage piping shall be fabricated from 25NB galvanized SABS 62 medium wall thickness (MWT) screwed piping and galvanized fittings that shall be joined using hemp and stag only. PTFE tape as a joint sealing method shall not be accepted.

7.3.9.5 Dismantling and Assembly

The water pump shall be easily dismantled and assembled without the need to remove other components of the pump set. Common wearing parts shall be maintainable with the pump in position.

7.3.10 Foam Concentrate Pump -Orbit Type

The pump called for under this specification is the foam pump that will go with the water pump only for Airport delivery station. The pump will be separately coupled progressive cavity screw pump of the single or multiple helical screw design.

7.3.10.1 Type of Driver

The foam concentrate pump shall be connected to the primary driver by a system of v-belts and pulleys suitably sized by the *Contractor* to satisfy the rotational speed requirement of the foam concentrate pump.

7.3.10.2 Materials of Construction

The rotor and stator materials of construction shall be selected to be compatible with the process fluid. The design life of the pump shall be 20 -30 years. The materials of construction of the pump shall be designed and selected to operate throughout the design life expectancy.

7.3.10.3 Process Fluid Characteristics

The process fluid will be MOSEL 1%-3% foam concentrate at standard temperature.

7.3.10.4 Pump Duty Points

The foam concentrate pump shall be sized and selected to operate at two different duty points by making modifications only to the v-belt and pulley system (refer to Section 7.3.10.5). The v- belt and pulley system shall be configured to operate at the lower design flow rate of the two when delivered to site. It is permissible for the pump to provide a flow rate that is a maximum of 10% higher than the stated design flow rate. Flow rates lower than the design flow rates will not be acceptable.

7.3.10.5 Belt Pulley System

The *Contractor* shall provide a belt pulley system that will transmit power from the shaft of the primary driver to the shaft of the foam concentrate pump to obtain the required rotational design speed of the foam concentrate pump. All mounted pulleys shall be easily removable without causing damage to the connecting shaft.

7.3.10.6 Shaft Sealing System

Rotating shafts through the pump casing shall be sealed by a mechanical seal. The process fluid shall be used as the lubricating fluid between seal faces. An external fluid supply will not be provided. A stainless-steel drip box shall be provided below the seal to contain any leakage from the seal under abnormal operating conditions or seal failure.

7.3.10.7 Dismantling and Assembly

The pump and belt pulley system shall be easily dismantled and assembled without the need to remove other components of the pump-set. Common wearing parts shall be maintainable with the pump in position.

7.3.11 Shop Performance Test

The pump-set called for under this specification shall be subject to a shop performance test that is arranged and performed by the *Contractor* and witnessed by the *Employer* or the *Employer* designated representative at a SABS accredited pump test facility. The fire water pump, foam concentrate pump and primary driver shall be tested as a unit and the site suction and discharge pipework conditions of the fire water pump shall be simulated during the shop performance test, with the use of flow conditioners and straighteners where necessary to obtain a good velocity distribution at the pressure measuring points. The duty point (guarantee point) of the fire water pump will be tested during the shop performance test and the pump-set shall be subject to an endurance test. It is acceptable to use water as the process medium during testing of the foam concentrate pump.

7.3.11.1 Guarantee Point

To verify the specified duty point is being delivered by the pump-set, as an assembled pump-set the fire water pump shall be subject to a performance test in accordance with SANS 9906-2016. The test shall be conducted at the specified speed of the fire water pump. The acceptance grade and corresponding tolerance for the duty point (the guaranteed point) of the fire water pump shall be determined in accordance with SANS 9906-2016 Accuracy Grade 2U.

The following test curves shall be provided to the Employer after the testing of the fire water pump and foam concentrate pump for all stated flows and pressures:

- Total pumping head (metres) vs discharge (m³/hr or L/min).
- NPSH required (metres) vs discharge (m³/hr or L/min).
- Pump efficiency (%) vs discharge (m³/hr or L/min).

- Shaft power (kW) vs discharge (m³/hr or L/min).

7.3.11.2 Endurance Test

Over and above the guarantee point test above, the pump-set shall be subject to an endurance test. The pump-set shall be run at the fire water and foam concentrate duty points for a duration of 4 continuous hours, where the following hourly records shall be made:

- Ambient temperature
- Lubricating oil temperature
- Cooling water temperature
- Engine speed
- Foam concentrates pump speed
- Pump gland temperature
- Water pump bearing temperatures.
- Foam concentrates bearing temperatures.
- Miscellaneous spot temperatures as required by the Employer
- Vibration measurements

Equipment and spot temperatures shall be done using a dual infra-red laser thermometer. After 2 hours of continuous operation, the engine speed, foam concentrate pump speed, the suction and delivery pressure of both the foam concentrate pump and the fire water pump must be recorded at 0%, 25%, 50%, 75%, 100% and 110% of the fire water pump duty point.

7.3.12 Site Acceptance Testing

Upon successful completion of the pump-set installation and receipt of the Installation Completion Certificate, the pump-sets shall be subject to a site acceptance test (SAT). The SAT will be arranged and performed by the *Contractor* and witnessed by the *Employer*. The *Contractor* shall make all reasonable attempts to perform the SAT as soon as is reasonably practicable. The *Contractor* shall make available on site during commissioning all equipment necessary to assist the *Employer* with the commissioning of the pump-set and speed verification of the primary driver. The *Contractor* is required to provide flow and pressure verification equipment.

7.3.13 Drawings

All drawings shall have the title block unique for the project included on the drawing, located at the lower right-hand side of the drawing. For drawings the minimum size is A3, and the maximum size is A1. A4 may only be used for parts lists and similar documents. Individual dimensioned General Arrangement (GA) drawings for the following items shall be included in the QA file:

- Fire water pump
- Foam concentrate pump

- Primary driver
- Belt pulley system
- Baseplate
- Fixed Shipping Container
- Coupler
- Engine Control Module
- Pump-set arrangement

Individual detail drawings for the following items shall be included in the QA file:

- Fire water pump
- Foam concentrate pump
- Mechanical seal
- Primary driver
- Belt pulley system
- Couplers

7.3.14 Quality Assurance File

The *Contractor* shall also prepare at the beginning of the project and keep up to date through the project lifecycle a Quality Assurance (QA) file with the following minimum sections:

- Pump-set Specification
- Quality Control Plan
- Program
- Design
 - ✓ Belt Pulley System
 - ✓ Lifting Equipment
 - ✓ Primary driver kW de-rating calculations
 - ✓ Instrument hook-up diagrams
- Equipment Specifications and data sheets
 - ✓ Belt and pulley design data
 - ✓ Fire water pump curves
 - ✓ Foam concentrates pump curves
 - ✓ Primary driver data sheets
 - ✓ Engine control module data sheets
 - ✓ Instrument data sheets
 - ✓ Process instrument data sheets
- Baseplate design
 - ✓ Weld Procedure Specification

- ✓ Material certificates for all structural steel
- ✓ Galvanizing Certificates
- Drawings
 - ✓ Container
 - ✓ Baseplate
 - ✓ Primary driver
 - ✓ Coupler
 - ✓ Belt pulley system
 - ✓ Fire water pump
 - ✓ Foam concentrate pump
 - ✓ Mechanical seal
 - ✓ Engine Control Panel
 - ✓ Pump-set
- Electrical, Control and Instrumentation
 - ✓ Cable test certificates (continuity and earth testing)
 - ✓ Instrument installation verification against hook-up diagrams
- Equipment Commissioning and Handover Documentation
 - ✓ Shop Performance Test Results/Certificate
 - ✓ Instruction to Deliver Notice
 - ✓ Installation Completion Certificate
 - ✓ Site Acceptance Testing Certificate
 - ✓ Final Commissioning and Final Handover Documentation
- *Employer Contractor* Correspondence

The *Contractor* shall prepare and issue to the *Employer* the approved original QA file plus one electronic copy.

7.3.15 Operating and Maintenance Manuals

An operating and maintenance (O&M) manual for the Diesel engine shall be prepared and submitted by the *Contractor* and shall be separate from the QA documentation. The *Contractor* shall prepare and issue to the *Employer* the approved original O&M file plus one electronic copy.

The O&M manual shall contain the following information as a minimum:

- Numbered spare parts list and associated diagram for the following equipment:
 - ✓ Foam concentrate pump
 - ✓ Fire water pump
 - ✓ Coupler
 - ✓ Belt and pulley system

- ✓ Primary driver
- Recommended spare parts list with OEM part number and local equivalent part number for the following equipment:
 - ✓ Foam concentrate pump
 - ✓ Fire water pump
 - ✓ Coupler
 - ✓ Belt and pulley system
 - ✓ Primary driver
- Operating and Maintenance manuals for the following equipment:
 - ✓ Foam concentrate pump
 - ✓ Fire water pump
 - ✓ Coupler
 - ✓ Belt and pulley system
 - ✓ Primary driver
- Service manuals