

Transnet Pipelines

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE: PROVISION OF INSPECTION OF ABOVEGROUND PETROLEUM STORAGE TANKS
AT VARIOUS TRANSNET PIPELINE DEPOTS – (AS AND WHEN REQUIRED) FOR A PERIOD
OF FOUR (4) YEARS**

RFP NUMBER	: TPL/2023/07/0005/34916/RFP
ISSUE DATE	: 2 FEBRUARY 2024
COMPULSORY BRIEFING	: 9 FEBRUARY 2024
CLOSING DATE	: 23 FEBRUARY 2024
CLOSING TIME	: 15h00
TENDER VALIDITY PERIOD	: 180 working days from closing date

Eligibility:

- **Attendance of compulsory briefing session to be held at Elrode Depot: 35 Garfield Rd, General Albertpark, Alberton, 1451**

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	PROVISION OF INSPECTION OF ABOVEGROUND PETROLEUM STORAGE TANKS AT VARIOUS TRANSNET PIPELINE DEPOTS – (AS AND WHEN REQUIRED) FOR A PERIOD OF FOUR (4) YEARS
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	<p>A Compulsory Tender Clarification Meeting will be conducted at Alrode Depot, 35 Garfield Rd, General Albertpark, Alberton, 1451, on the 9th February 2024, at 10:00am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • 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. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p>
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	<p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>15:00pm on (2024/02/23)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://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 T2.2-14], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

T1.2 TENDER DATA

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

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

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

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

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

Part C3: Scope of work		C3.1 Service Information
C.1.4	The Employer's agent is:	Strategic Sourcing Specialist
	Name:	Mbalenhle maBhengu Petersen
	Address:	202 Anton Lembede Street, Durban
	Tel No.	TBA
	E – mail	Mbalenhle.bhengu@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</p> <p>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</p> <p><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></p>	
	<p>2. Stage Two - Functionality:</p> <p>Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying score for functionality is 70 points.</p> <p>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.</p> <p><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></p>	
C.2.7	<p>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.</p> <p>Tenderers are also required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance signed off by the Employer's authorised representative.</p>	
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

C2.15.1 offer package 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 **23rd February 2024**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. **Tenderers to provide Transnet with a TCS PIN issued by the South African Revenue Services to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-02 Qualifications of key persons			25
	API 653 Certificate for API 653 Inspector	10	
	Technician No. 1 NDE Qualification	5	
	Technician No. 2 NDE Qualification	5	
	SHE Specialist / Officer Qualification	5	
T2.2-03 Project Organogram, Management & CV's of key persons			30
	Project Specific Organisational chart	5	
	Inspector's experience in API 653 tanks inspections	5	
	Site Supervisor's experience on tanks inspections	5	
	Technician No.1's experience in NDE on tanks	5	
	Technician No.2's experience in NDE on tanks	5	
	SHE Specialist / Officer's experience on tanks	5	
T2.2-04 Company's previous experience			25
	Number of tanks inspected	10	
	Years' experience in API 653 tank inspections	10	
	Years' experience in non-destructive testing	5	

T2.2-05 Method Statement	Detailed Method Statement Specific to Scope of Work		20
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:

- T2.2-02 Qualifications of key persons
- T2.2-03 Project Organogram, Management & CVs of Key Persons
- T2.2-04 Company's Previous Experience
- T2.2-05 Method Statement

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.

80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes,

Thresholds	Minimum Threshold
Technical / functionality	70

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

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 and 2	20
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

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

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and

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- other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- d) has the legal capacity to enter into the contract,
 - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - f) complies with the legal requirements, if any, stated in the tender data and
 - g) is able, in the option of the employer to perform the contract free of conflicts of interest.
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C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).



T2.1 List of Returnable Documents

2.1.1 These schedules will be utilised for evaluation purposes:

- T2.2-02 **Evaluation Schedule:** Qualifications of key persons
- T2.2-03 **Evaluation Schedule:** Management & CV's of Key persons
- T2.2-04 **Evaluation Schedule:** Previous experience
- T2.2-05 **Evaluation Schedule:** Method Statement

2.1.3 Returnable Schedules:

General:

- T2.2-01 **Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-06 Authority to submit tender
- T2.2-07 Record of addenda to tender documents
- T2.2-08 Letter of Good Standing
- T2.2-09 Risk Elements
- T2.2-10 Site Establishment requirements
- T2.2-11 Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.
ANNEX G Compulsory Enterprise Questionnaire

Agreement and Commitment by Tenderer:

- T2.2-12 Non-Disclosure Agreement
- T2.2-13 RFP Declaration Form
- T2.2-14 RFP – Breach of Law
- T2.2-15 Certificate of Acquaintance with Tender Document
- T2.2-16 Service Provider Integrity Pact
- T2.2-17 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-18 Insurance provided by the Contractor

1.3.3 Transnet Vendor Registration Form:

- T2.2-19 Transnet Vendor Registration Form/ Supplier Declaration Form

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



2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions (Bill of Quantities)

2.5 C2.2 Bill of Quantities

2.6 C3.1 Scope of works

ANNEXURES:

Specification No. PL 831/B

Contractor's Compliance File Assessment Checklist

T2.2-02: Evaluation Schedule – Qualifications of Key persons

Submit the following qualifications as a minimum with your tender document:

1. API 653 Certificate for API 653 Inspector
2. Non-destructive testing qualifications (American Society for Non-destructive Testing or equivalent) for Technician No. 1 & 2.
3. Safety, Health and Environmental (SHE) Specialist / Officer's qualifications

JUDGEMENT PROMPTS FOR SCORING ON QUALIFICATIONS OF KEY PERSONNEL:

API 653 certified Inspector

Key for Qualification (10 points)	0%	No qualifications provided	0
	100%	Proof of valid API 653 certification	10

American Society for Non-destructive Testing (ASNT) or equivalent for Technician No. 1

Key for Qualification (5 points)	0%	No qualifications provided	0
	20%	Level 1 for Visual Inspection, Liquid Penetrant, Magnetic Particle Inspection & Ultrasonic Testing	1
	40%	Level 1 for Visual Inspection, Liquid Penetrant, Magnetic Particle Inspection, Ultrasonic Testing & Radiographic	2
	60%	Level 2 for Visual Inspection, Liquid Penetrant, Magnetic Particle Inspection, Ultrasonic Testing & Level 1 Radiographic	3
	80%	Level 3 for Visual Inspection, Liquid Penetrant, Magnetic Particle Inspection, Ultrasonic Testing & Level 2 Radiographic	4
	100%	Level 3 for Visual Inspection, Liquid Penetrant, Magnetic Particle Inspection, Ultrasonic Testing & Radiographic	5

American Society for Non-destructive Testing (ASNT) or equivalent for Technician No. 2

Key for Qualification (5 points)	0%	No qualifications provided	0
	20%	Level 1 for Visual Inspection, Liquid Penetrant, Magnetic Particle Inspection & Ultrasonic Testing	1
	40%	Level 1 for Visual Inspection, Liquid Penetrant, Magnetic Particle Inspection, Ultrasonic Testing & Radiographic	2
	60%	Level 2 for Visual Inspection, Liquid Penetrant, Magnetic Particle Inspection, Ultrasonic Testing & Level 1 Radiographic	3
	80%	Level 3 for Visual Inspection, Liquid Penetrant, Magnetic Particle Inspection, Ultrasonic Testing & Level 2 Radiographic	4
	100%	Level 3 for Visual Inspection, Liquid Penetrant, Magnetic Particle Inspection, Ultrasonic Testing & Radiographic	5

Safety, Health and Environmental (SHE) Specialist / Officer's qualifications

Key for Qualification (5 points)	0%	No qualifications provided	0
	100%	Proof of valid SAMTRAC or higher certification	5



Index of documentation attached to this schedule:

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Signed

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Date

.....

Name

.....

Position

.....

Tenderer

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T2.2-03: Evaluation Schedule - Management & CV's of Key Persons

Please describe the management arrangements for the works.

Submit the following documents as a minimum with your tender document:

1. A project specific organisational chart with assigned personnel names illustrating the following, but not limited to,:
 - Off-Site management including Project Manager
 - On-Site Supervisor
 - API 653 Inspector
 - 2 x NDE Technicians (minimum)
 - Safety, Health and Environmental (SHE) Specialist / Officer

2. CV's of all key personnel detailing experience in API 653 tank inspections for, but not limited to,:
 - API 653 Inspector
 - On-Site Supervisor
 - 2 x NDE Technicians
 - Safety, Health and Environmental (SHE) Specialist / Officer

Index of documentation attached to this schedule:

JUDGEMENT PROMPTS FOR SCORING ON MANAGEMENT & CV'S OF KEY PERSONS**1. PROJECT SPECIFIC ORGANISATIONAL CHART**

Key for Project's Org Chart (5 points)	0%	The tenderer has submitted irrelevant information to determine a score or only identifies one resource as indicated above.	0
	20%	Organisational chart identifies only two resources as indicated above and clearly indicates areas of responsibility.	1
	40%	Organisational chart identifies three of the six required appointments and clearly indicates areas of responsibility.	2
	60%	Organisational chart identifies four of the six required appointments and clearly indicates areas of responsibility.	3
	80%	Organisational chart identifies five of the six required appointments and clearly indicates areas of responsibility.	4
	100%	Organisational chart identifies all six required appointments and clearly indicates detailed areas of responsibility.	5

2. EXPERIENCE IN API 653 TANK INSPECTIONS FOR API 653 INSPECTOR

Key for Experience (5 points)	0%	Less than 3 years experience	0
	20%	3 years and less than 4 years' experience	1
	40%	4 years and less than 5 years' experience	2
	60%	5 years and less than 7 years' experience	3
	80%	7 years and less than 10 years' experience	4
	100%	10 years' experience or more	5

3. EXPERIENCE IN API 653 TANK INSPECTIONS FOR SITE SUPERVISOR

Key for Experience (5 points)	0%	Less than 3 years experience	0
	20%	3 years and less than 4 years' experience	1
	40%	4 years and less than 5 years' experience	2
	60%	5 years and less than 7 years' experience	3
	80%	7 years and less than 10 years' experience	4
	100%	10 years' experience or more	5

4. EXPERIENCE IN NON-DESTRUCTIVE TESTING FOR TECHNICIAN NO. 1 ON TANKS

Key for Experience (5 points)	0%	Less than 3 years experience	0
	20%	3 years and less than 4 years' experience	1
	40%	4 years and less than 5 years' experience	2
	60%	5 years and less than 7 years' experience	3
	80%	7 years and less than 10 years' experience	4
	100%	10 years' experience or more	5

5. EXPERIENCE IN NON-DESTRUCTIVE TESTING FOR TECHNICIAN NO. 2 ON TANKS

Key for Experience (5 points)	0%	Less than 3 years experience	0
	20%	3 years and less than 4 years' experience	1
	40%	4 years and less than 5 years' experience	2
	60%	5 years and less than 7 years' experience	3
	80%	7 years and less than 10 years' experience	4
	100%	10 years' experience or more	5

6. EXPERIENCE HEALTH, SAFETY AND ENVIRONMENT FOR SHE SPECIALIST / OFFICER ON TANKS

Key for Experience (5 points)	0%	Less than 3 years experience	0
	20%	3 years and less than 4 years' experience	1
	40%	4 years and less than 5 years' experience	2
	60%	5 years and less than 7 years' experience	3
	80%	7 years and less than 10 years' experience	4
	100%	10 years' experience or more	5

TRANSNET PIPELINES

Tender Number: TPL/2023/07/0005/34916/RFP

Description of the Works: PROVISION OF INSPECTION OF ABOVEGROUND PETROLEUM STORAGE TANKS
AT VARIOUS TRANSNET PIPELINE DEPOTS – (AS AND WHEN REQUIRED) FOR A PERIOD OF FOUR (4)
YEARS

Index of documentation attached to this schedule:

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Signed

Date

Name

Position

Tenderer



T2.2-04: Evaluation Schedule: Company's Previous Experience

Tenderers are required to demonstrate their experience in **last 10 years** in similar projects, areas, conditions and circumstances in the petroleum industry in relation to the scope of work, and to this end shall supply a sufficiently detailed summary list with contact details of previous and existing customers to indicate their previous experience.

Submit the following documents as a minimum with your tender document:

1. Number of tanks inspected
2. Company previous experience in
 - a. API 653 tank inspections
 - b. Non-destructive testing

No.	Client	Contact person and contact number	No. of tanks inspected	Contract period (YY/MM – YY/MM)
1				
2				
3				
4				
5				
6				

Add more lines if required.



JUDGEMENT PROMPTS SCORING OF THE COMPANY'S PREVIOUS EXPERIENCE:

1. NUMBER OF TANKS INSPECTED IN THE LAST 10 YEARS

Key for No. of tanks inspected (10 points)	0%	The tenderer has submitted irrelevant information to determine a score or zero tanks.	0
	20%	Tenderer has inspected 1 - 4 tanks within the last 10 years.	2
	40%	Tenderer has inspected 5 - 8 tanks within the last 10 years.	4
	60%	Tenderer has inspected 9 - 12 tanks within the last 10 years.	6
	80%	Tenderer has inspected 13 - 16 tanks within the last 10 years.	8
	100%	Tenderer has inspected 17 - 20 tanks or more within the last 10 years.	10

2. EXPERIENCE IN API 653 TANK INSPECTIONS

Key for Experience (10 points)	0%	Less than 3 years experience	0
	20%	3 years and less than 4 years' experience	2
	40%	4 years and less than 5 years' experience	4
	60%	5 years and less than 7 years' experience	6
	80%	7 years and less than 10 years' experience	8
	100%	10 years' experience or more	10



3. EXPERIENCE IN NON-DESTRUCTIVE TESTING

Key for Experience (5 points)	0%	Less than 3 years experience	0
	20%	3 year and less than 4 years' experience	1
	40%	4 years and less than 5 years' experience	2
	60%	5 years and less than 7 years' experience	3
	80%	7 years and less than 10 years' experience	4
	100%	10 years' experience or more	5

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Signed

Date

Name

Position

Tenderer

(ESSENTIAL RETURNABLE)

The Tenderer must provide an overall method statement with full details on how the works will be executed.

The method statement should include the following aspects:

1. API 653 out-of-service inspection
2. Ultrasonic wall thickness testing
3. Magnetic Particle Inspection
4. Radiographic Inspection of welds
5. Magnetic Flux Leakage floor thickness survey

Index of documentation attached to this schedule:

[illegible]

JUDGEMENT PROMPTS FOR SCORING ON THE METHOD STATEMENT:

Key for Method Statement (20 points)	0%	The tenderer has submitted irrelevant information to determine a score or no submission.	0
	20%	The method statement addresses only one of the five aspects as per above and explains in detail how each activity will be performed.	4
	40%	The method statement addresses two out of five aspects as per above and explains in detail how each activity will be performed.	8
	60%	The method statement addresses three out of five aspects as per above and explains in detail how each activity will be performed.	12
	80%	The method statement addresses four out of five aspects as per above and explains in detail how each activity will be performed.	16
	100%	The method statement addresses all five aspects as per above and explains in detail how each activity will be performed.	20

Signed

Date

Name

Position

Tenderer



T2.2-08 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 ruling lines. The lines are evenly spaced and extend 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 document.

Part T2: Returnable Schedules

T2.2-09: Risk Elements

T2.2-11: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

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	20
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 3 to 8 or 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-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

SELECTED SPECIFIC GOALS	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2	20
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 3 to 8 or Non-compliant contributor	0
Total points for Price and B-BBEE must not exceed	100

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
- (***Tick applicable box***)

YES		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**

2.2.1 If so, furnish particulars:

.....
.....

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.

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

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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.

IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



T2.2-12 NON-DISCLOSURE AGREEMENT



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



T2.2-13: 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 T2.2-18 "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.



T2.2-14: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

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



T2.2-15 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



T2.2-16 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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



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 to 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

T2.2-17 : Supplier Code of Conduct

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

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

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

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

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

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

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



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

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

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

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

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

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



Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

Signature



T2.2-18: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service 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 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Insurance in respect of loss of or damage to own property and equipment.			
The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event.			
The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event.			
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.			
The Contractor liability to the Employer for indirect or consequential loss including loss of profit, revenue and goodwill.			
For any one event, the Contractor liability to the Employer for loss of or damage to the Employers property			
The Contractor total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters.			



T2.2-19 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 <input type="radio"/> NO <input type="radio"/>
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 st time.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT PLAN Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.)).	YES <input type="radio"/> NO <input type="radio"/>
DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY	YES <input type="radio"/> NO <input type="radio"/>



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

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



APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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



Definition of “Black Designated Groups”	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> (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 between

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

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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp



APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

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



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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp



VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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



C1.1 Form of Offer & Acceptance

Offer

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

PROVISION OF INSPECTION OF ABOVEGROUND PETROLEUM STORAGE TANKS AT VARIOUS TRANSNET PIPELINE DEPOTS – (AS AND WHEN REQUIRED) FOR A PERIOD OF FOUR (4) YEARS

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *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 N/A
Value Added Tax @ 15% is	R N/A
The offered total of the Prices inclusive of VAT is	R N/A
(in words) N/A	

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: Service 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 of award.

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

(Insert name and address of organisation)

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		
5		
6		
7		

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

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

For the tenderer:

For the *Employer*

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

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 price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X 19: Task Order
		Z: Additional conditions of contract
		Z1: Obligations in Respect of Termination
		Z2: Right Reserved by Transnet to Conduct Security Screening
		Z3: Additional Clause Relating to Collusion
		Z4: Protection of Personal Information Act
		Z5: Assignment and Waiver

of the NEC3 Term Service Contract (June 2005)
 (and amended June 2006 and April 2013)



Transnet Pipelines

Contract Number: TPL/2023/07/0005/34916/RFP

Description of Service: PROVISION OF INSPECTION OF ABOVEGROUND PETROLEUM STORAGE TANKS AT VARIOUS TRANSNET PIPELINE DEPOTS – (AS AND WHEN REQUIRED) FOR A PERIOD OF FOUR (4) YEARS

10.1	The <i>Employer</i> is:	Transnet SOC Ltd
	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>Service Manager</i> is (name):	TBC
	Address	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001
	Tel	TBC
	e-mail	TBC
11.2(2)	The Affected Property is	Refer to C3
11.2(13)	The <i>service</i> is	THE INSPECTION OF ABOVEGROUND PETROLEUM STORAGE TANKS AT VARIOUS TRANSNET PIPELINE DEPOTS – (AS AND WHEN REQUIRED) FOR A PERIOD OF FOUR YEARS
11.2(14)	The following matters will be included in the Risk Register	All those matters recorded in accordance with clause 16.1 of the Contract
11.2(15)	The Service Information is in	The Scope of Services
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	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	4 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC (Anticipated 01 March 2024)



30.1	The <i>service period</i> is	4 Years
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	18th (twenty fifth) 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 the Rand Merchant Bank.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p>The cumulative rainfall (mm)</p> <p>The number of days with rainfall more than 10 mm</p> <p>The number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 08:00 hours South African Time</p> <p>And these measurements: 10mm</p> <p>The place where weather is to be recorded (on the Site) is:</p> <p>Site as defined in Clause 11.2(15) above</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>The closest weather station to the site under execution</p> <p>and which are available from:</p> <p>South African Weather Service 012 367 6023 or info3@weathersa.co.za.</p>
7	Use of Equipment Plant and Materials	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>Employers</i> risks	None
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury 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 <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	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:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	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	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of 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	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X17	Low service damages	
X17.1	The <i>service level damages</i> is	10% per Tank price value
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	Nil.
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
X18.4	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 the excluded matters, is limited to	Total of the Prices.
X18.5	The <i>end of liability date</i> is	3 years after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order



Z1 Obligations in respect of Termination

Z1.1	<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z1.2	<p>Termination Table</p> <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3	<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>

Z2 Right Reserved by Transnet to Security Screening



Z2.1	<p>The contractor will be expected to go through security screening prior to be given access to Transnet premises.</p> <p>The following documents are needed from the company:-</p> <ol style="list-style-type: none"> 1. Company registration number. 2. CIPC registration. 3. Company TAX clearance TCS Pin. 4. Copies of ID of directors. 5. Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original Finger prints must be submitted. 6. Copies of ID of employees who will be working on site. 7. Fingerprint of employees who will be working on site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. 8. The contractor must make a copy of the extra Departmental documents and take it to SAPS which prevents them from paying. <p>Note: Please take note that SSA takes 2 weeks for screening to take place once all required documentation has been submitted.</p>
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Z3	Additional clause relating to Collusion in the Construction Industry
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Z3.1	<p>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
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Z4	Protection of Personal Information Act
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Z4.1	<p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act</p>
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Z5 Assignment and Waiver

No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party (Employer or Contractor) without the prior written consent of the other Party (Employer or Contractor), which consent shall not be unreasonably withheld.

No grant by the Contractor or the Employer to the other of any concession, waiver, condonation or allowance is, in respect of any specific event or circumstance other than of which the grant was made, to constitute a waiver of the rights of the grantor in terms of the Contract or an estoppel of the grantor's right to enforce the provisions of the Contract.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	
		CV's (and further key person's data including CVs) are in

Transnet
Contract number:
Description of the Service:

A Priced contract with price list		
11.2(12)	The <i>price list</i> is in	.....
11.2(19)	The tendered total of the Prices is	R.....

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1
C2.2	Price List	6

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified 11
and defined
terms

- 11.2 (17) The Price for Services Provided to Date is the total of
- the Price for each lump sum item in the Price List which the *Contractor* has completed and
 - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.
- (19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.3 Measurement and Payment

- 1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.
- 1.3.3 **The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**
- 1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.
- 1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

API 653 TANKS INSPECTIONS PRICING SCHEDULE:

Part 1 Pricing to include activities below:

A - API 653 checklist, Visual Inspection and Remaining Life calculations, findings and recommendations

B - Tank Bottom plates scanned by MFL Scanner, capable to distinguish between top and bottom side defects and 10% of MFL results cross-checked by UT. (MFL Sketches and details)

C - Magnetic Particle Inspection of floor plate T-joints, 100% sump, internal nozzles and shell to floor plate including first strake welding

D - AUT Scanning (C-Scan) of shell and Roof (B-Scan) using crawlers.

E - Vacuum box inspection of all floor welds and shell to floor welds. If tank floor is coated, ACFM inspection of welds to done.

F - EODR Tank Survey for settlement survey in accordance with API 653 Annexure B

G – Tank Calibration (Strapping Table)

Notes:

- 1. Travel and Accommodation to be included in cost for A+B+C+D**
- 2. Fire standby/rescue services to be included in the pricing**
- 3. Health, Safety & Environmental compliances to included in the pricing**

PRICING SCHEDULES:**INSPECTION OF ABOVEGROUND PETROLEUM STORAGE TANKS AT VARIOUS TRANSNET PIPELINE DEPOTS – “AS AND WHEN”
FOR A PERIOD OF FOUR YEARS.****PART 1: Inspections**

Station	Diameter (mm)	Height (mm)	Internal Floating Roof	Activity A+B+C+D	Activity E	Activity F	Activity G	TOTAL (A + B + C + D + E + F+G)
<u>ALRODE:</u>								
Tank No 1: PD 500111	Ø 10670	9140	NO	R	R	R	R	R
Tank No 2: PD 500112	Ø 10670	9140	NO	R	R	R	R	R
Tank No. 3: PD 500113	Ø 10670	9140	NO	R	R	R	R	R
Tank No. 4: PD 500114	Ø 10670	9140	NO	R	R	R	R	R
<u>LANGLAAGTE:</u>								
Tank 2: PD 500062	Ø 10670	9140	NO	R	R	R	R	R
Tank 3: PD 500063	Ø 10670	9140	NO	R	R	R	R	R
Tank 4: PD 500064	Ø 10670	9140	NO	R	R	R	R	R
Tank No 5: PD 500065	Ø 13000	16140	YES	R	R	R	R	R
Tank No 6: PD 500066	Ø 13000	16140	YES	R	R	R	R	R
<u>RUSTENBURG:</u>								
Tank No.01: PD 600722	Ø 7200	6000	NO	R	R	R	R	R
Tank No.02: PD 600723	Ø 7200	6000	NO	R	R	R	R	R
Tank No.03: PD 601216	Ø 7200	6000	NO	R	R	R	R	R

TARLTON:								
Tank No A1: PD 600768	Ø 20700	19300	NO	R	R	R	R	R
Tank No A2: PD 600769	Ø 20700	19300	NO	R	R	R	R	R
Tank No A4: PD 600771	Ø 19300	18000	YES	R	R	R	R	R
Tank No A5: PD 600772	Ø 16750	16500	YES	R	R	R	R	R
Tank No A6: PD 600773	Ø 16750	16500	YES	R	R	R	R	R
Tank A7: PD 600774	Ø8500	8400	YES	R	R	R	R	R
Tank A8: PD 600775	Ø8500	8400	YES	R	R	R	R	R
Tank A9: PD 600778	Ø10500	10600	YES	R	R	R	R	R
Tank T3 : PD 600780	Ø5000	6000	NO	R	R	R	R	R
Tank T4 : PD 600779	Ø6800	7000	NO	R	R	R	R	R

Station	Dia (mm)	Height (mm)	Internal Floating Roofs	Activity A+B+C+D	Activity E	Activity F	Activity G	TOTAL (A + B + C + D + E + F+G)
WITBANK:								
Tank No 1: PD 500151	Ø 6000	6000	NO	R	R	R	R	R
Tank No 2: PD 500152	Ø 6000	6000	NO	R	R	R	R	R
Tank No 3: PD 500153	Ø 6000	6000	NO	R	R	R	R	R
Tank No 4: PD 500154	Ø 6000	6000	NO	R	R	R	R	R

Tank No 5: PD 500155	Ø 15000	13000	NO	R	R	R	R	R
Tank No 7: PD 500157	Ø 20000	12000	YO	R	R	R	R	R
Tank No 8: PD 500158	Ø 20000	12000	NO	R	R	R	R	R
Tank No 9: PD 500159	Ø 20000	12000	NO	R	R	R	R	R
<u>TWINI:</u>								
51-T01	Ø 4400	9400	NO	R	R	R	R	R
51-T02	Ø 4400	9400	NO	R	R	R	R	R
<u>HILLTOP:</u>								
53-T01	Ø 4400	9400	NO	R	R	R	R	R
53-T02	Ø 4400	9400	NO	R	R	R	R	R
<u>MNAMBITHI:</u>								
55-T01	Ø 4400	9400	NO	R	R	R	R	R
55-T02	Ø 4400	9400	NO	R	R	R	R	R
<u>JAMESON PARK:</u>								
Tank No. T2	Ø 20000	21300	YES	R	R	R	R	R
Tank No. T3	Ø 20000	21300	YES	R	R	R	R	R
<u>ISLAND VIEW:</u>								
Tank No. T01	Ø22660	10000	YES	R	R	R	R	R
<u>KROONSTAD:</u>								
Tank No.1: PD 300101	Ø 9140	13000	NO	R	R	R	R	R
<u>SASOLBURG:</u>								
Tank No. 1: PD 500283	Ø 4572	5486	NO	R	R	R	R	R

WATLOO:								
Tank No. 8: PD 500038	Ø12500	162000	YES	R	R	R	R	R
Sub-Totals (Exc. VAT)				R	R	R	R	R

The total (excluding VAT) must be carried forward to the Form of Offer

Part 2: Rates (Please specify on this page)

[illegible]

PART C3: SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Service Information</i>	9
	Total number of pages	10

TRANSNET PIPELINES

TENDER PYP

INSPECTION OF ABOVEGROUND PETROLEUM STORAGE TANKS AT VARIOUS TRANSNET PIPELINE DEPOTS – (AS AND WHEN REQUIRED) FOR A PERIOD OF FOUR YEARS.

PROJECT SPECIFICATION

Contents

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ANNEXURE: SPECIFICATION – PL 831/B.

1. SCOPE OF WORK

- 1.1. This contract covers the inspection of aboveground storage tanks at Transnet Pipelines' various depots as more clearly set out in the Duties of the Contractor.
- 1.2. This work will be done in accordance with the following document:
 - 1.2.1 Transnet Pipelines specification PL 831 / Latest: Specification for the inspection of above ground accumulator tanks.
- 1.3 This contract covers the 10 yearly interval based inspection of aboveground storage tanks as per API 653 / Latest. The contractor must refer to the Transnet Pipelines specification PL 831 / Latest: Specification for the inspection of above ground accumulator tanks which covers in general the internal and external visual inspection of the tank roof and shell, Ultrasonic wall thickness testing, Magnetic particle inspections, Radiographic testing of welds, Vacuum box testing and Magnetic Flux leakage Floor Wall thickness survey.
- 1.4 The Contractor shall note that **not** all tanks listed in the Schedule of Works and Prices may be made available during the validity of this contract due to operational constraints. Historically, Transnet inspects approximately 8 to 10 tanks a year.

2. TENDER BRIEFING

- 2.1 A site tender briefing will be held at Transnet Pipeline's Alrode pump station for the Tenderers to familiarize themselves with the requirements – a date shall be indicated in the Notice to Tenderers.
- 2.2 Tenderers wishing to enter into the tank bund area for closer inspection shall be required to wear suitable safety shoes, fire retardant overalls and hard hats. Tenderers are required to supply their own personal protective equipment (PPE).

3. COMPLETION PERIOD

- 3.1 Transnet anticipates that the inspection per tank will be completed within **three (3) days**.
- 3.2 The contract shall be valid for a period of **4 years** from the date specified in the contract.
- 3.3 The Contractor shall be informed at least **one week** in advance when a tank is available for the inspection to take place.

4. SUPPORT ACTIVITIES SUPPLIED BY TRANSNET PIPELINES

- 4.1 Transnet Pipelines will arrange the tank cleaning, de-gassing and disposal of sludge. A Gas-free Certificate can be supplied to the Contractor before handing the tank over to the Contractor to commence with the Works.
- 4.2 Transnet Pipelines, will ensure that the valves to and from the tanks are spaded off.

5. DUTIES OF CONTRACTOR

- 5.1. Further to any other duties required of the Contractor in carrying out the Works he shall be responsible for the following: -

- 5.1.1. The Contractor must ensure that they provide proof of qualifications for the following for all inspectors that will be working for TPL:
 - a. All NDE technicians to be certified in accordance with API 653 Annexure G
 - b. API 653 Inspector to be certified in accordance with API 653 Annexure D
 - c. Authorised Inspection Authority (A.I.A.) to verify welding procedure qualifications, fabrication, third party inspection, repairs and statutory inspections of steam generators (boilers) and pressure vessels
 - d. Quality Assurance representation,
 - e. Non-Destructive Testing (NDT)
- 5.1.2. The Contractor shall provide suitable tools and equipment required to execute the Works to the requirements of the contract
- 5.1.3. The Contractor shall supply flameproof lighting, equipment and tools for use inside the tank. All equipment entering the bund area shall be flameproof and or spark proof.
- 5.1.4. The contractor shall provide suitable electricity/generator for his own use as Transnet will not supply electricity for all equipment to be used.
- 5.1.5. The Contractor to provide a Fire standby/rescue for the inspection services.
 - 5.1.5.1. Once appointed, the Contractor shall ensure adequate resources are available and implemented based on a site specific rescue based risk assessment. Valid training and expertise available to perform expected outcome. Each and every site must be assessed and rescue plan to become part of the Permit document and minimum equipment checklist to be signed off by TPL rep, verified onsite.
 - 5.1.5.2. The following are minimum requirements which shall be made available onsite for each standby/rescue event, in addition based on the expertise and professional qualifications, but not limited to:
 - a. Ropes & associated equipment.
 - b. Tripods
 - c. Safety harnesses
 - d. Rescue stretcher and harnesses (Fit for purpose stretcher)
 - e. Air supply equipment (SCBA full set and min 30min air supply unit, with back up device)
 - f. Valid/Calibrated Gas Monitoring devices: SANS calibration certificate available onsite.
 - g. First aid equipment (In particular Medical air/oxygen cylinder and mask)
 - h. Trained personnel.
 - i. Intrinsically safe light/torch
 - 5.1.5.3. Minimum TPL requirements for fire standby/rescue qualifications are, but not limited to:
 - a. Professional fire fighters with minimum Fire 1 & 2 and Hazmat awareness,
 - b. Operational qualifications registered/certified by SAESI (South African Emergency Services Institute).
 - c. Confined space rescue training certificate.
 - d. Valid First aid Level 3 training.

- 5.2. In addition to the duties of the Contractor outlined in clause 5.1.1 to 5.1.5 above, the Contractor shall carry out the following technical requirements.
 - 5.2.1. Each Depot Manager/representative shall brief the Contractor during induction on emergency procedures and assembly points before any work can commence, where a register of that briefing shall be co-signed by the Depot Manager and Contractor to ensure that all parties agree to the procedures. The Contractor and all his employees must produce their proof of identification on entering Transnet premises.
 - 5.2.2. The Contractor shall report to the permit issuer every morning and afternoon, that is, prior to work commencing and after the work has been completed to open and close the permit. Permits are only valid for one day.
 - 5.2.3. The Contractor shall provide Transnet Pipelines with the medical certificates of all personnel that perform the work, at the time of award and then annually until the contract expires.
- 5.3. In addition to what is stipulated in E4.E: Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 Of 1993) and Applicable Regulations annexed hereto, the Contractor's supervisor shall take note of the following Safety requirements:
 - 5.3.1. The Contractor shall satisfy himself that the work environment is safe, and sign the work permit prior to the commencement of the Works.
 - 5.3.2. The Contractor shall ensure that, prior to commencing Works, all fixed pipe work leading to and from the tank is spaded off in order to prevent accidental discharge of any product into the tank during the inspection process.
 - 5.3.3. The Contractor shall ensure that all safety harnesses, tools and equipment have a register, which shall be subject to inspection by a Transnet Pipeline Depot Manager.
 - 5.3.4. The safety and health risk associated with the Works is entirely that of the Contractor. All personnel performing the Works must be briefed about the safety factor involved. The Contractor shall ensure that a First Aid box is available and accessible on site.
 - 5.3.5. All injuries and incidents shall be reported to a Transnet Pipelines Depot Manager, and investigated by a Transnet Pipelines Safety Representative in conjunction with the Contractor's Safety Representative.
 - 5.3.6. The Contractor to note that a Transnet Pipelines Safety Representative shall conduct Health and Safety inspections whilst the work is in progress.
 - 5.3.7. The Contractor shall submit a copy of his Health and Safety Programme at the time of tender.
 - 5.3.8. On award, the contractor must supply a complete Contractor Compliance File for approval by the Health and Safety Department. See attached Contractor Compliance File assessment check list.
- 5.4. The following protective clothing is required:
 - 5.4.1. The Contractor shall supply protective clothing that is in compliance with OHSAct 85 of 1993 (Refer to Construction Regulations 2014). This shall include at least the following: flame retardant overalls, hard hat, safety boots and gloves.

- 5.4.2. The Contractor's supervisor shall inspect every person to ensure that they are wearing protective clothing at all times during the work.

6. HOURS OF WORK

- 6.1 The normal working hours for Transnet Pipelines shall be as follows:
Monday to Friday: 07H30 – 12H45; 13H30 – 16H00.
- 6.2 The Contractor shall state in his tender if he anticipates working outside normal working hours.
- 6.3 Allowance is to be made in planning for the issuing and receiving of permits every day.
- 6.4 The Contractor shall indicate to the Project Manager 24 hours in advance when he requires working outside of the normal working hours.

7. SCHEDULE OF PRICES

- 7.1. The Contractor shall state separate prices per tank to be inspected as shown in enclosed Schedule of Prices.
- 7.2. The prices for tank inspections shall be deemed to be all inclusive and shall include but not be limited to transportation, health and safety, fire standby/rescue and accommodation costs.
- 7.3. Contractor to provide rates for the services as highlighted in Part 2 of the schedule of prices to be used for re-inspections wherever rework is applicable.

8. INSPECTION REPORTS

- 8.1. The Contractor shall furnish Transnet Pipelines with a detailed report as outlined in Transnet Pipelines Specification PL 831 Latest: Specification for the inspection of above ground accumulator tanks, attached hereto.
- 8.2. The Contractor must notify the project manager of any major defects within two days of the inspection.
- 8.3. The Contractor shall submit a detailed engineering tank integrity report within two (2) weeks after the completion of the tank inspection. The report should outline test results on the following, but not limited to, plumbness/tilt, roundness, floor bottom sagging, floor bottom settlement, out of plane settlement, edge settlement, floor plate, remaining life on shell, roof and bottom plates, etc.
- 8.4. The Contractor shall also submit a Certificate of Compliance (COC) for each tank inspected.
- 8.5. In a case where maintenance/refurbishment/repairs are recommended in the report by the AIA, further inspections are to be inspected on the maintenance/refurbishment/repairs to ensure that works was completed as per report and then inspection report is to be updated and a COC issued to Transnet Pipelines.

9. LOCATION OF DEPOTS

Station/Depot	Lat.	Long.	Address
Alrode	-26.29804068	28.11996991	35 GARFIELD STREET, ALRODE, 1451
Jameson Park	-26.46793954	28.42547592	POORTJIE RD, (Off R42 to NIGEL)
Langlaagte	-26.20491863	27.97527025	46 MAIN REEF RD, INDUSTRIA, 2093
Rustenburg			
Tarlton	-26.07937652	27.64046629	CNR RUSTENBURG & VENTERSDORP RD
Witbank	-25.86294002	29.16643836	9 SCHOONLAND DR, FERROBANK, WITBANK, 1035
Twini	-30.0283404	30.8807782	
Hilltop	-29.5511998	30.4493090	
Mnambithi	-28.6157813	29.6130796	
Jameson Park			Cnr R42 & Poortjie Road, Heidelberg, 1441
Island View			Lot 5, Taiwan Road, Bayhead, Durban, 4045
Kroonstad			03 First Road, Dunhill, Kroonstad
Sasolburg			Cnr Henry & Bergius Road, Sasolburg, 1947
Watloo			174 Alwyn Street, Watloo, 0184

10. SITE ACCESS

- 10.1. The Contractor shall submit a Contractor Compliance File, for all Transnet Pipeline depots in scope, to the Transnet Pipelines Safety Manager for review and approval.
- 10.2. Please note that work shall not commence without an approved Contractor Compliance File.
- 10.3. Upon approval of Contractor Compliance File, the Contractor shall be issued with a Site Access Certificate that is valid for the duration of the contract.
- 10.4. The Contractor shall accept the Site Access Certificate and return signed to Transnet Pipelines Project manager, only then the Contractor can have access to the sites where tank inspections are to be conducted.
- 10.5. Please note that Permit Procedure apply and the Contractor needs to allocate time for it.

11. LIST OF TANKS IN SCOPE

- 11.1. Below is the list of all the tanks provisionally in scope at different Transnet Pipelines depots:

No.	Tank No. & Asset No.	Diameter (mm)	Height (mm)	Internal Floating Roof
TPL Alrode Depot Tanks:				
1.	Tank No 1: PD 500111	Ø 10670	9140	NO

2.	Tank No 2: PD 500112	Ø 10670	9140	NO
3.	Tank No. 3: PD 500113	Ø 10670	9140	NO
4.	Tank No. 4: PD 500114	Ø 10670	9140	NO
TPL Langlaagte Depot Tanks:				
5.	Tank 2: PD 500062	Ø 10670	9140	NO
6.	Tank 3: PD 500063	Ø 10670	9140	NO
7.	Tank 4: PD 500064	Ø 10670	9140	NO
8.	Tank No 5: PD 500065	Ø 13000	16140	YES
9.	Tank No 6: PD 500066	Ø 13000	16140	YES
TPL Rustenburg Depot Tanks:				
10.	Tank No.01: PD 600722	Ø 7200	6000	NO
11.	Tank No.02: PD 600723	Ø 7200	6000	NO
12.	Tank No.03: PD 601216	Ø 7200	6000	NO
TPL Tarlton Depot Tanks:				
13.	Tank No A1: PD 600768	Ø 20700	19300	NO
14.	Tank No A2: PD 600769	Ø 20700	19300	NO
15.	Tank No A4: PD 600771	Ø 19300	18000	YES
16.	Tank No A5: PD 600772	Ø 16750	16500	YES

17.	Tank No A6: PD 600773	Ø 16750	16500	YES
18.	Tank A7: PD 600774	Ø8500	8400	YES
19.	Tank A8: PD 600775	Ø8500	8400	YES
20.	Tank A9: PD 600778	Ø10500	10600	YES
21.	Tank T3 : PD 600780	Ø5000	6000	NO
22.	Tank T4 : PD 600779	Ø6800	7000	NO
TPL Witbank Depot Tanks:				
23.	Tank No 1: PD 500151	Ø 6000	6000	NO
24.	Tank No 2: PD 500152	Ø 6000	6000	NO
25.	Tank No 3: PD 500153	Ø 6000	6000	NO
26.	Tank No 4: PD 500154	Ø 6000	6000	NO
27.	Tank No 5: PD 500155	Ø 15000	13000	NO
28.	Tank No 7: PD 500157	Ø 20000	12000	YES
29.	Tank No 8: PD 500158	Ø 20000	12000	NO
30.	Tank No 9: PD 500159	Ø 20000	12000	NO
TPL Twini Depot Tanks:				
31.	51-T01	Ø 4400	9400	NO
32.	51-T02	Ø 4400	9400	NO

TPL Hilltop Depot Tanks:				
33.	53-T01	Ø 4400	9400	NO
34.	53-T02	Ø 4400	9400	NO
TPL Mnambithi Depot Tanks:				
35.	55-T01	Ø 4400	9400	NO
36.	55-T02	Ø 4400	9400	NO
TPL Jameson Park Depot Tanks:				
37.	Tank No. T2	Ø 20000	21300	YES
38.	Tank No. T3	Ø 20000	21300	YES
TPL Island View Depot Tanks:				
39.	Tank No. T01	Ø22660	10000	YES
TPL Kroonstad Depot Tanks:				
40.	Tank No. 1: PD 300101	Ø 9140	13000	NO
TPL Sasolburg Depot Tanks:				
41.	Tank No. 1: PD 500283	Ø 4572	5486	NO
TPL Watloo Depot Tanks:				
42.	Tank No. 8: PD 500038	Ø12500	162000	YES

Transnet Pipelines

Specification No. PL 831/B

**Specification for the Inspection
of Aboveground Accumulator
Tanks.**

June 2019

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1. SCOPE

This specification covers Transnet Pipelines' requirements for the inspection of aboveground storage tanks. The evaluation and inspection are to be in accordance with API standard 653 / Latest.

2. TANK ROOF EVALUATION

- 2.1 The structural integrity of the roof and roof support system is to be evaluated.
- 2.2 The minimum average thickness of roof plates is 2.3 mm in any 645-cm² area (0.09 inch in any 100 square inch area).

3. FLOATING ROOF EVALUATION (FLOATING BLANKETS)

- 3.1 Roof plates and pontoons are to be checked for cracks, through-pitting and or punctures, in accordance with API standard 653 paragraph 2.2.3.
- 3.2 Roof support systems, perimeter seal systems, appurtenances such as anti - rotation devices, antistatic cables, water drain systems (if applicable) and venting systems are to be evaluated for needed repairs or replacements.

4. TANK SHELL EVALUATION

4.1 Distortions

Shell distortions include out of roundness, buckled areas, flat spots, and peaking and banding at welded joints. The possible cause of the distortion is to be ascertained and determined if the specific conditions are considered acceptable for continuing tank service and / or the extent of corrective action.

4.2 Flaws

Flaws such as cracks and laminations shall be thoroughly examined and evaluated to determine their nature and extent and the need for repair. All cracks in the shell to bottom weld are critical.

4.3 Shell Stiffeners (if applicable)

The condition (corrosion or the attachment welds to the shell) of the wind girders or shell stiffeners is to be determined.

4.4 Shell Welds

The condition of the tank shell welds shall be evaluated for suitability for service. Any deterioration of the existing welds that results from corrosion or pitting must be evaluated. The welds are also to be evaluated for cracks. In the case of the tank being fitted with a floating roof and flexible seals, the shell is to be inspected for excessive weld reinforcement.

4.5 Shell Penetrations

The condition of existing penetrations (nozzles, manholes, cleanout openings, etc.) is to be evaluated. Shell penetrations shall be reviewed for structural adequacy and compliance with API standard 650.

4.6 Shell Corrosion

4.6.1 Tank shell shall be evaluated for flaws, deterioration, scattered pits, and or corrosion in accordance with API standard 653 paragraph 2.3.1.

4.6.2 Each corrosion event shall be evaluated for suitability. The tank shell thickness shall be compared with the calculated minimum thickness in accordance with API standard 653 paragraphs 2.3.2 and 2.3.3. The results are to be included in the inspection report.

5. TANK BOTTOM EVALUATION

5.1 Evaluation of Tank Bottom Settlement

5.1.1 Edge Settlement

This is any settlement that has occurred around the periphery, resulting in deformation of the bottom plate near the shell-to-bottom corner junction. The permissible settlement is to be determined in accordance with API standard 653, *Appendix B*.

5.1.2 Internal bottom settlements or bulges

The bulge or depression is to be measured. The permissible bulge or depression is to be determined in accordance with API standard 653, *Appendix B*.

5.1.3 Shell and Bottom Plate Settlements

5.1.3.1 These settlements are to be recorded by taking elevation measurements around the tank circumference and across the tank diameter, in accordance with API standard 653, *Appendix B*.

5.1.3.2 Shell settlement shall be evaluated to determine if they are the result of either one or a combination of the following components:

- (a) Uniform settlement, which induces stress in piping and tank shell attachments.
- (b) Rigid body tilting of tank (planar tilts), which increases hoop stress in the tank shell.
- (c) Out-of-plane settlement, which induces additional stress and can cause ovality.

5.1.3.3 The graphical representation of the tank shell settlement is to be developed in accordance with API standard 653, *Appendix B*.

5.2 Tank Foundation Evaluation

The foundations are to be examined for settlement, erosion, cracking and deterioration of concrete initiated by: calcimining, attack by underground water, attack by frost, and attack by alkalies and acids, in accordance with API standard 653 paragraph 2.5.

5.3 Annular Plate Ring

The annular plate is to be inspected for uniform loss of metal, in accordance with API standard 653 paragraph 2.4.8.2 and table 2.3.

5.4 Tank Bottom Plate Evaluation

- 5.4.1 Magnetic flux leakage (MFL) floor scanners and manual Ultrasonic Thickness (UT) test methods shall be used to survey the tank bottom.
- 5.4.2 The MFL method is to be done without removing the tank floor coating. If the MFL method show signs of severe corrosion both on bottom surface and underside, then the usage of the ultrasonic testing shall be required on that area to confirm the MFL survey of the tank bottom.
- 5.4.3 Tenderers to supply details of the inspection technique and rates per tank for each method of inspection. Equally effective or better methods of inspection can also be offered as an alternative at the time of tender.
- 5.4.4 The minimum bottom plate thickness is to be determined in accordance with API standard 653 - 2014 table 4-4.

5.5 Tank Bottom Lining

The lining is to be examined for discontinuities using the holiday test method. For thin linings, holiday testing should be performed with a low voltage (67,5 volts) wet sponge detector. The possible cause and extent of any failure must be established and recorded.

6. RECORDS

The inspection records are to include all measurements taken, the condition of all parts inspected, and a record of all examinations and tests. A complete description of any unusual conditions, with recommendations for correction of details that caused the conditions shall also be included. The report shall be compiled as follows:

- Cover
 - Contractor Name
 - Contract number
 - Depot
 - Tank number
 - Tank Asset number
 - Inspection Date
- Index
 - Summary
 - Examination of Plant
 - Nature of tests performed
 - Overview of results
 - Observations or Pertinent findings
 - Tank Bottom plates scanned by MFL Scanner, capable to distinguish between top and bottom side defects and 10% of MFL results cross-checked by UT. (MFL Sketches and details)
 - Magnetic Particle Inspection of floor plate T-joints, 100% sump, internal nozzles and shell to floor plate including first strake welding
 - Vacuum box inspection of all floor welds and shell to floor welds, where applicable. If tank floor is coated, ACFM inspection of welds to done.
 - AUT Scanning (C-Scan) of shell and Roof (B-Scan) using crawlers.

- EODR Tank Survey for settlement survey in accordance with API 653 Annexure B
- Details of repairs (if any)
- API 653 checklist, Visual Inspection and Remaining Life calculations, findings and recommendations

7. REPORT

The contractor must provide a report with the Records as outlined in Section 6 above. There must be one hard copy (PDF) and one soft copy.

7.1 Internal Inspection

In addition to the information required in Section 6 above, the report shall include the following:

- 7.1.1 The information on bottom and shell thickness assessments determined by using the ultrasonic sensor, and or magnetic flux leakage test.
- 7.1.2 The drawings for the tank floor drawn to scale and showing all the defects on the bottom plates. The size of the drawings shall be A3 page minimum.
- 7.1.3 The estimated inspection intervals determined by the anticipated corrosion rates based on experience with tanks in similar service.

7.2 General Inspection

- 7.2.1 The inspection report recommending repairs shall include reasons for the repairs, and sketches showing location of the defects and the extent.
- 7.2.2 General inspection report shall include metal thickness measurements, conditions found, repairs, any settlement measurements, and recommendations

TANK OUT-OF-SERVICE INSPECTION CHECKLIST		
Item	Completed	Comments
1. OVERVIEW		
(a) Check that tank has been cleaned, is gas free and safe for entry		
(b) Check that the tank is completely isolated from product lines and all electrical power.		
(c) Check that roof is adequately supported, including fixed roof structures and floating roof legs.		
(d) Check for presence of falling object hazards, such as corroded-through roof rafters, asphalt stalactites, and trapped hydrocarbons in unopened or plugged equipment or appurtenances, ledges etc.		
(e) Inspect for slipping hazards on the bottom and roof decks.		
(f) Inspect structural welds on access ways and clips.		
(g) Check surfaces needing inspection for a heavy-scale build-up and check weld seams and oily surfaces where welding is to be done. Note areas needing more cleaning, including blasting.		
2. BOTTOM INTERIOR SURFACE		
(a) Visually inspect and randomly perform the ultrasonic test on the entire tank bottom.		
(b) Measure the depth of pitting and describe the pitting appearance (sharp edged, lake type, dense, scattered etc.).		
(c) Mark areas requiring patching or further inspection.		
(d) Inspect all welds for corrosion and leaks, particularly the shell-to-bottom weld.		
(e) Locate and mark voids under the bottom.		
(f) Record bottom data on a layout sketch using the existing bottom plates as a grid.		
(g) Vacuum test the bottom lap welds. (only applicable for new welds or modifications)		
(h) Hammer test or ultrasonically examine any slightly discoloured spots or damp areas.		
(i) Check for reinforcing pads under all bottom attached clips, brackets and supports.		
(j) Inspect floating roof leg pads for pitting or cutting and excessive dimpling (indicating excessive loading).		
(k) Check the column bases of fixed roof supports for adequate pads and restraining clips. (If applicable).		
(l) Identify and report low areas on the bottom that do not drain adequately.		
(m) Inspect coating for holes, disbonding, deterioration and discolourisation.		
3. SHELLS		
3.1 External Visual Inspection		
(a) Visually inspect for paint failures, pitting and corrosion		
(b) Clean off the bottom angle area and inspect for corrosion and thinning on plate and weld.		
(c) Inspect the bottom-to-foundation seal for condition, if any.		

TANK OUT-OF-SERVICE INSPECTION CHECKLIST - Continued		
3.2 Shell Seams and Plate		
(a)	On cone up bottoms, closely inspect and gauge the depth of metal loss on the lower 2 to 4 inches of the shell (area of standing water).	
(b)	Measure to the depth of pitting on each course.	
(c)	Inspect for vertical grooving damage from seal assembly protrusions.	
(d)	Check for areas of rubbing (indicating too much pressure by the seal assembly shoes or inadequate annular space).	
(e)	Inspect existing protective coatings for damage, deterioration and disbonding.	
(f)	Visually inspect the shell plates and seams for indications of leakage.	
(g)	Survey the tank shell to check for roundness and plumb.	
4. ROOF INTERIOR SURFACE		
4.1 General		
(a)	Visually inspect the underside surface of the roof plates for holes, scale build-up and pitting.	
(b)	Hammer test or ultrasonically examine to check for thin areas, particularly in the vapour space of floating roofs and at edge of roof on cone roof tank.	
(c)	Check all clips, brackets, braces etc. welded to the roof deck (plate) for welded reinforcing pads and see that they have not broken free.	
(d)	If no pad is present, penetrant tests for cracking of the weld or deck plate.	
(e)	Inspect protective coating for break, disbondment and deterioration (if applicable).	
4.2 Fixed Roof Support Structure		
(a)	Inspect the support columns for thinning in the upper two feet. (If applicable).	
(b)	Check that the reinforcing pad on the bottom is seal welded to the tank bottom with horizontal movement restraining clips welded to the pad.	
(c)	Inspect and gauge rafters for thinning, particularly near the centre of the roof. Report metal loss.	
(d)	Check for loose or twisted rafters.	
(e)	Inspect girders for thinning and check that they are attached securely to the top of the columns. (If applicable)	
5. FIXED ROOF APPURTENANCES		
5.1 Inspection and Light Hatches		
(a)	Inspect the hatches for corrosion, paint and coating failures, holes and cover sealing.	
(b)	On loose covers, check for a safety chain in good condition.	
(c)	On light hatches over 30 inches across, check for safety rods.	
(d)	Inspect the condition of the gaskets on bolted or latched down hatch covers	

TANK OUT-OF-SERVICE INSPECTION CHECKLIST - Continued		
5.2 Breathers and Vents		
(a) Inspect the breather		
(b) Inspect screens on vents and breathers		
5.3 Sample Hatch		
(a) Inspect sample hatch for corrosion		
(b) Check that the cover operates properly.		
(c) If the tank has no gauge well, check for a hold of distance marker and check measurement.		
(d) Test operation of the system.		
6. FLOATING ROOF (if applicable)		
6.1 Floating Roof Pontoons (float)		
(a) Visually inspect each pontoon (float) for liquid leakage.		
(b) Run a light wire through the gooseneck vents on locked down inspection hatch covers to make sure they are open.		
(c) Inspect lockdown latches on each cover.		
(d) Check and report each pontoon is :		
(1) Vapour tight (bulkhead seal welded on one side on bottom, sides and top).		
(2) Liquid tight seal welded on bottom and sides only, or		
(3) Unacceptable (minimum acceptable condition is liquid tight).		
6.2 Floating Roof Supports		
(a) Inspect fixed low and removable high floating roof legs for thinning.		
(b) Inspect for notching at bottom of legs for drainage		
(c) Inspect for leg buckling or felling at bottom.		
(d) Inspect pinhole in roof guide for tears.		
(e) Check that all legs are plumb.		
(f) Inspect for adequate reinforcing gussets on all legs through a single portion of the roof.		
(g) Inspect the area around the roof legs for cracking if there is no internal reinforcing pad or if the topside pad is not welded to the deck plate on the underside.		
6.3 Floating Roof Seal Assemblies		
(a) Inspect hanger attachment to roof rim for thinning, bending, broken welds and wear of pinholes.		
(b) Inspect clips welded to roof rim for thinning.		
(c) Shoes-inspect for thinning and holes in shoes.		
(d) Seal fabric-inspect for deterioration, stiffening, holes, and tears in fabric.		
(e) Inspect shoes for damage caused by striking shell nozzles, mixers etc.		
6.4 Floating Roof Appurtenances		
6.4.1 Roof Manholes (if applicable)		
(a) Inspect walls of manholes for pitting and thinning.		
(b) On tanks with interface auto gauges. Check seal around gauge tape cable and guide wires through man way cover.		
TANK OUT-OF-SERVICE INSPECTION CHECKLIST - Continued		

	(c) Inspect cover gasket and bolts.		
6.4.2	Vacuum Breaker (if applicable)		
	(a) Check operation of breather valve.		
6.4.3	Drain System		
	(a) Inspect for thinning and pitting.		
	(b) Inspect for scale/debris plugging		
7. MECHANICAL GAUGE SYSTEM			
	(a) Check float for leakage.		
	(b) Test float guide wire anchors for spring action by pulling on wire and releasing.		
	(c) Check that the gauge tape is firmly attached to the float.		
	(d) Inspect the tape cable and float guide wire fabric seals through the float well cover.		
	(e) Inspect the bottom guide wire attachment clip.		
	(f) Inspect board-type auto gauge indicators for legibility and freedom of movement of indicator.		
	(g) Identify floating roofs where the tape is connected directly to the roof.		
	(h) Overfill alarm: Inspect tank overfill prevention alarm switches for proper operation. (If applicable)		
8. COMMON TANK APPURTENANCES			
8.1 Gauge Well			
	(a) Inspect gauge well guide in floating roof for pitting and thinning.		
	(b) Inspect the guide rollers and sliding plates for freedom of movement.		
	(c) Inspect condition of gauge well pipe seal system.		
8.2 Sampling Systems : Roof Sample Hatches			
	(a) Inspect roof mounted sample hatches for reinforcing pads and cracking.		
	(b) Inspect cover for operation.		
	(c) Inspect visible portion of the gauge well for thinning, size of slots, and cover condition.		
	(d) Check horizontal alignment of internal floating roof sample hatches under fixed roof hatches.		
	(e) Inspect the sealing system on the internal floating roof sample hatch cover (if applicable)		
8.3 Man ways and nozzles			
	(a) Inspect for cracks or signs of leakage on weld joint at nozzles, man ways and reinforcing plates.		
	(b) Inspect for shell plate dimpling around nozzles, caused by excessive pipe deflection.		
	(c) Inspect for flange leaks and leaks around bolting.		
	(d) Inspect sealing of insulation around man ways and nozzles.		
	(e) Check for inadequate man way flange.		
8.4 Shell Nozzles			
	(a) Inspect shell nozzles for thinning and pitting.		
	(b) Inspect hot tap nozzles to trimming of holes. (If applicable).		
TANK OUT-OF-SERVICE INSPECTION CHECKLIST - Continued			

8.5 For Nozzles Extended into the Tank		
(a) Inspect pipe support pads welded to tank bottom.		
(b) Inspect to see that pipe is free to move along support without strain or tearing action on bottom plate.		
(c) Inspect nozzle valves for packing leaks and damaged flange faces.		
(d) In internal elbow-down fill line nozzles; inspect the wear plate on the tank bottom.		
(e) On elbow-up fill lines in floating roof tanks, check that opening is directed against underside of roof, not against vapour space. Inspect impact area for erosion.		
8.6 Diffusers		
(a) Inspect diffuser pipe for erosion and thinning.		
(b) Check holes in diffuser for excessive wear and enlargement.		
(c) Inspect diffuser supports for damage and corrosion.		
(d) Check that diffuser supports restrain, not anchor, longitudinal line movement.		
8.7 Tank Piping Manifolds		
(a) Inspect manifold piping, flanges, and valves for leaks.		
(b) Inspect fire fighting system components.		
(c) Check for anchored piping which would be hazardous to the tank shell or bottom connections during earth movements.		
9. ACCESS STRUCTURES		
9.1 Handrails		
(a) Inspect for pitting and holes, paint failure.		
(b) Inspect attachment welds.		
9.2 Platform Frame and Grating		
(a) Inspect frame for corrosion and paint failure.		
(b) Inspect the attachment of frame to supports and supports to tank for corrosion and weld failure.		
(c) Check reinforcing pads where supports are attached to shell or roof.		
(d) Inspect the surface that deck plate or grating rests on, for thinning and holes.		
(e) Inspect grating for corrosion-caused thinning of bars and failure of welds.		
9.3 Stairway		
(a) Inspect spiral stairway for corrosion, paint failure and weld failure.		
(b) Inspect stairway supports to shell welds and reinforcing pads.		
(c) Inspect steel support attachment to concrete base for corrosion.		
10. FOUNDATION		
Measure foundation levelness and bottom elevations (see Appendix B for extent of measurements).		
TANK OUT-OF-SERVICE INSPECTION CHECKLIST - Continued		
10.1 Concrete Ring		

(a)	Inspect for broken concrete, spalling, and cracks, particularly under backup bars used in welding butt-welded annular rings under the shell.		
(b)	Inspect drain openings in ring, back of waterdraw basins and top surface of ring for indications of bottom leakage.		
(c)	Inspect for cavities under foundation and vegetation against bottom of tank.		
(d)	Check that runoff rainwater from the shell drains away from tank.		
(e)	Check for settlement around perimeter of tank.		
10.2 Asphalt			
(a)	Check for settling of tank into asphalt base which would direct runoff rainwater under the tank instead of away from it.		
(b)	Look for areas where leaching of oil has left rock filler exposed, which indicates hydrocarbon leakage.		
10.3 Oiled Dirt or Sand			
Check for settlement into the base that would direct runoff rainwater under the tank rather than away from it.			
10.4 Rock			
Presence of crushed rock under the steel bottom usually results in severe underside corrosion. Make a note to do additional bottom plate examination (ultrasonic, hammer testing, or turning of coupons) when the tank is out of service.			
10.5 Site Drainage			
(a)	Check site for drainage away from the tank and associated piping and manifolds.		
(b)	Check operating condition of the dike drains.		
10.6 Housekeeping			
Inspect the area for build-up of trash, vegetation and other inflammable build-up.			

CONTRACTOR'S COMPLIANCE FILE ASSESSMENT CHECKLIST

Project Manager:			
Project name:			
Client:			
Contractor Details:			

No.	items	Approved	Not Approved
1	Principal Contractors Organogram		
2	Letter Of Good Standing With Compensation Fund		
3	Notification Letter Of Construction Work ~ Department Of Labour (If Applicable)		
4	Appointments		
5	Induction: Employees And Visitors: Staff Medical Certificates		
6	Principal Contractor's SHEQ Policy		
7	Health & Safety Plan, Integrated Legal Register, Client Specification.		
8	Fall Protection Plan (If Applicable)		
9	Risk Assessments: Method Statements: Safe Operating Procedures		
10	Incidents / Accidents Register And Investigation Reports		
11	Emergency Contact Telephone Numbers		
12	Business Continuity Plan Including Emergency Plan		
13	Documented Proof Of Daily Toolbox Safety Talks/ DSTI		
14	Inspections Checklist		
15	All Registers		
16	Welfare Facilities		
17	Electrical Compliance		
18	Mandatory Agreement		
19	Communication Plan		
20	Training Records and Competency Certificates		
21	General		

CONTRACTOR'S COMPLIANCE FILE REVIEW			
Date	Print Full Name	Designation	Signature
Status			
Approved			
Not Approved			
Reasons for not approving			