

Transnet Pipelines

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: COP OPTIMIZATION PROJECT – REPLACE AND REFURBISHMENT OF PUMPS

RFP NUMBER	: TPL/2024/03/0004/60569/
ISSUE DATE	: 28 June 2024
COMPULSORY BRIEFING	: 10 July 2024
CLOSING DATE	: 07 August 2024
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number Heading

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Document

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Parts 1 & 2)

C1.3 Form of Guarantee

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Activity Schedule

Part C3: Scope of Work

C3.1 Works Information

Part C4: Site Information

C4.1 Site Information



T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	COP OPTIMIZATION PROJECT – REPLACE AND REFURBISHMENT OF PUMPS
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 Durban pump station, Cnr Abadan & Sumatra Rd, Island View – within the Harbour Cutler Complex on the 10 July 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 antistatic safety shoes, flame retardant pants, long sleeve shirts 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. • bidder are required to submit their ID numbers atleast 3 days before the tender briefing date to arrange for Cutler permit access. <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 Employer’s Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>12:00pm on (07 August 2024)</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 T2.2-15], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

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

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 Part T2 : Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities C2.1 Pricing instructions C2.2 Activity Schedule



	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer’s agent is:	Procurement Manager
	Name:	Andile Khuzwayo
	Address:	202 Anton Lembede Street, Durban
	Tel No.	031 361 1405
	E – mail	Andile.khuzwayo@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>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</p> <p>a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of SME or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Joint Venture (JV)</p> <p>Joint ventures are eligible to submit tenders subject to the following:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 8 ME or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations <p>The tenderer shall provide a certified copy of its signed joint venture agreement</p>	



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

3. Stage Three - Eligibility with regards to professional registration:

- A. Project manager certification of SACPCMP.
- B. Mechanical Engineer to be registered as a professional engineer with ECSA.
- C. Electrical Engineer to be registered as a professional engineer with ECSA.
- D. Civil Engineer to be registered as a professional engineer with ECSA.
- E. Safety officer to be registered with SACPMP.

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

4. Stage Four - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70** points.

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

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

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

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer’s authorised representative.

C.2.12 No alternative tender offers will be considered.

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

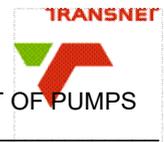
C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

C2.15.1

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: **12:00pm** on the **07 August 2024** (Date)

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

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

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

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;

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

4. Proof of registration on the Central Supplier Database;

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

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

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
T2.2-03 Programme	Schedule must provide detail to Level 3 where applicable and demonstrate the contractors full understanding of the scope by way of logical sequencing of activities, realistic durations, risks allowances, floats and critical paths taking into consideration all dependencies associated with the project of this nature. The schedule should be resource loaded.		15
T2.2-04 Project Management Organogram, Management & CVs of Key persons	Project Manager Experience	10	30
	Mechanical Engineer Experience.	10	
	Electrical Engineer Experience.	5	
	Civil Engineer Experience.	5	
T2.2-05 Company's Previous Experience	COMPANY EXPERIENCE - PUMP REFURBISHMENT	15	35



	COMPANY EXPERIENCE - PUMP REPLACEMENT	20	
T2.2-06 Method Statement	<p>The Tenderer must provide an overall method statement with full details on how the refurbishment of these pump will be executed.</p> <p>The method statement should include the following aspects:</p> <ol style="list-style-type: none"> 1. Detail the technical approach: Repair or manufacture processes to be implemented for defective pump components ie wear rings, impellers, shafts, casings, bearings. 2. Detailed approach to modifications to be applied to piping and manifolds where new pumps are to be fitted. 3. Detailed Quality control plan, applicable holds points and Health & Safety management plan to reduce the possibility of any re-work which may impact the schedule and safety on site. 4. Identify key risk elements associated with refurbishing and replacing pumps and indicate how 		20



	<p>these risks will be managed to ensure completion of the project is on time.</p> <p>5. detailed design approach for correct pump selection to suit TPL process requirements, manufacturing, installation works, modifications to manifolds and commissioning of new pumps for Durban depot.</p>		
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:

- T2.2-03 Programme
- T2.2-04 Project Organogram, Management & CVs of Key Persons
- T2.2-05 Previous Experience
- T2.2-06 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 90/10 preference points systems as described in Preferential Procurement Regulations.
90 where the financial value of one or more responsive tenders received have a value equal to or above R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
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 (90/10)
B-BBEE Level of contributor (1 or 2)	5
Local Content and Local Production	5
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 Cert case of JV, a consolidate scorecard will be accep DTIC guidelines
Local Content and Local Production	Returnable Local Content and production Annex



The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	5
LOCAL CONTENT AND LOCAL PRODUCTION	5
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

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

the tenderer:

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



professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- d) has the legal capacity to enter into the contract,
- e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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



T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02A **Stage Two as per CIDB: Eligibility Criteria Schedule** – CIDB Registration/Certificate
- T2.2-02B **Stage Three as per CIDB: Eligibility Criteria Schedule** - Proof of Professional Registration/Certificate

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

- T2.2-03 **Evaluation Schedule:** Programme
- T2.2-04 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-05 **Evaluation Schedule:** Companies Previous experience
- T2.2-06 **Evaluation Schedule:** Method Statement

2.1.3 Returnable Schedules:

General:

- T2.2-07 Authority to submit tender
- T2.2-08 Record of addenda to tender documents
- T2.2-09 Letter of Good Standing
- T2.2-10 Risk Elements

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

- T2.2-11 Declaration Certificate For Local Production And Content For Designated Sectors

Agreement and Commitment by Tenderer:

- T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-13 Non-Disclosure Agreement
- T2.2-14 RFP Declaration Form
- T2.2-15 RFP – Breach of Law
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Service Provider Integrity Pact
- T2.2-18 Supplier Code of Conduct



1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-19 Insurance provided by the Contractor
- T2.2-20 Form of Intent to provide a Performance Guarantee
- T2.2-21 Foreign Exchange requirements
- T2.2-22 Forecast Rate of Invoicing
- T2.2-23 Three (3) years audited financial statements

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

2.6 C3 Works Information



T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02A: Eligibility Criteria Schedule - CIDB Grading

Designation

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

2. Joint Venture (JV)

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

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



T2.2-02B: Eligibility Criteria Schedule – Proof of Registration

Eligibility Criteria

A1: Project manager certification of SACPCMP

NAME OF COMPANY:

I/We _____

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of
_____ 2024

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



B2: Mechanical Engineer to be registered as a professional engineer with ECSA

NAME OF COMPANY:

I/We

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of
_____ 2024

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



B3: Electrical Engineer to be registered as a professional engineer with ECSA

NAME OF COMPANY:

I/We

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of _____ 2024

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



B4: Civil Engineer to be registered as a professional engineer with ECSA

NAME OF COMPANY:

I/We

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of _____ 2024

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



B5: Safety officer to be registered with SACPCMP

NAME OF COMPANY:

I/We

In our capacity as:

do hereby certify that (Name)

is a professionally registered member of the following body

Certificate Number:

A certificate must be attached

SIGNED at _____ on this _____ day of
_____ 2024

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



T2.2-03: Evaluation Schedule: Programme

The Tenderer must provide a level 3 schedule to demonstrate *The Contractors* full understanding of the scope by way of logical sequencing of activities, critical path, realistic durations, long lead items, linking tasks and sub tasks and critical paths taking into consideration all dependencies associated with the project of this nature. The schedule must be resource loaded. Schedule to include:

1. Detailed design for new pumps for Durban and installation timelines.
2. Refurbishment stages for the rest of the pipeline network and installation timelines.
3. Identify long lead items and impact to the schedule.
4. Schedule to be detailed in a logical manner.
5. Schedule to detail all tasks to be completed and linked to relevant sub tasks.
6. Schedule to be resource loaded.
7. Schedule to show the critical path.

Attached submissions to this schedule:

The scoring of the Project Schedule will be as follows:

The Tenderer must provide a level 3 schedule. (15)	0	The Tenderer has provided a schedule that list 2 or less of the 7 items
	20	The tender has provided a schedule that includes 3 of the 7 items listed above.
	40	The tender has provided a schedule that includes 4 of the 7 items listed above.
	60	The tender has provided a schedule that includes 5 of the 7 items listed above.
	80	The tender has provided a schedule that includes 6 of the 7 items listed above.
	100	The tender has provided a schedule that includes all of the 7 and more of the items listed above.

Signed _____ Date _____

Name _____ Position _____



Tenderer



T2.2-04: Evaluation Schedule: Project Organogram, Key Persons Experience & CV's

Submit the key persons listed below CV's stating experience as a minimum with your tender document:

1. Project Manager experience.
2. Mechanical Engineer experience.
3. Electrical Engineer experience.
4. Civil/Structural Engineer experience.

An Organisation Chart to be submitted showing key personnel responsible for managing the project and refurbishing and designing new pumps defining their role and responsibilities. ie, project manager, Engineers, workshop manager, health and safety , millwright or trade tested mechanical artisan, senior pump technician, turner machinist, quality control, health and safety, pipe fabricators, construction personnel.

Attached submissions to this schedule:

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1. Key for scoring on Project Manager Experience.

Project Manager Experience (10)	0	The Project manager has Less than 1 year project management experience in Petrochemical Industry.
	20	The Project manager has 1 year but less than 2 years project management experience in Petrochemical Industry.
	40	The Project manager has 2 years but less than 3 years project management experience in Petrochemical Industry.
	60	The Project manager has 3 years but less than 4 years project management experience in Petrochemical Industry.



	80	The Project manager has 4 years but less than 5 years project management experience in Petrochemical Industry.
	100	The Project manager has 5 years or more project management experience in Petrochemical Industry.

Signed Date

Name Position

Tenderer

2. Key for scoring on Mechanical Engineer Experience.

Mechanical Engineer Experience (10)	0	Mechanical Engineer has Less than 2 year2 experience in pipeline or pump systems design experience.
	20	Mechanical Engineer has 2 year but less than 4 years experience in pipeline or pump systems design experience.
	40	Mechanical Engineer has 4 years but less than 6 years experience in pipeline or pump systems design experience.
	60	Mechanical Engineer has 6 years but less than 8 years experience in pipeline or pump systems design experience.
	80	Mechanical Engineer has 8 years but less than 10 years experience in pipeline or pump systems design experience.
	100	Mechanical Engineer has 10 years or more experience in pipeline or pump systems design experience.

Signed Date

Name Position



Tenderer

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3. Key for scoring on Electrical Engineer Experience.

Electrical Engineer Experience (5)	0	Electrical Engineer has Less than 1 year experience in high voltage industry.
	20	Electrical Engineer has 1 year but less than 2 years experience in high voltage industry.
	40	Electrical Engineer has 2 years but less than 3 years experience in high voltage industry.
	60	Electrical Engineer has 3 years but less than 4 years experience in high voltage industry.
	80	Electrical Engineer has 4 years but less than 5 years experience in high voltage industry.
	100	Electrical Engineer has 5 years or more experience in high voltage industry.

Signed

.....

Date

.....

Name

.....

Position

.....

Tenderer

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4. Key for scoring on Structural Engineer Experience.

Civil/ Structural Engineer Experience (5)	0	Civil/ Structural Engineer has Less than 1 year experience in the construction industry.
	20	Civil/Structural Engineer has 1 year but less than 2 years experience in the construction industry. The Structural Engineer must have experience in



		reinforced concrete design and assessment (foundations, slabs, columns and beams).
	40	Civil/ Structural Engineer has 2 year but less than 3 years experience in the construction industry. The Structural Engineer must have experience in reinforced concrete design and assessment (foundations, slabs, columns and beams).
	60	Civil/ Structural Engineer has 3 year but less than 4 years experience in the construction industry. The Structural Engineer must have experience in reinforced concrete design and assessment (foundations, slabs, columns and beams).
	80	Civil/ Structural Engineer has 4 year but less than 5 years experience in the construction industry. The Structural Engineer must have experience in reinforced concrete design and assessment (foundations, slabs, columns and beams).
	100	Civil/ Structural Engineer has 5 years or more experience in the construction industry. The Structural Engineer must have experience in reinforced concrete design and assessment (foundations, slabs, columns and beams).

Signed Date

Name Position

Tenderer



1. The scoring of the Company’s Previous Pump Refurbishment Experience:

COMPANY EXPERIENCE - PUMP REFURBISHMENT (15)	0	The tenderer has shown no experience in the refurbishment of API610 pumps in relation to the scope of services.
	20	The tenderer has shown 1 multi stage API610 pump refurbishment project in relation to the scope of services.
	40	The tenderer has shown 2 multi stage API610 pump refurbishment projects in relation to the scope of services.
	60	The tenderer has shown 3 multi stage API610 pump refurbishment projects in relation to the scope of services.
	80	The tenderer has shown 4 multi stage API610 pump refurbishment projects in relation to the scope of services.
	100	The tenderer has shown 5 or more multi stage API610 pump refurbishment projects in relation to the scope of services.

Signed _____ Date _____

Name _____ Position _____

2. The scoring of the Company’s Previous New Pump Replacement Experience:

COMPANY EXPERIENCE – NEW PUMP REPLACEMENT (20)	0	The tenderer has shown no Project design, supply and installation experience for New API610 pumps and petroleum systems in relation to the scope of services.
	20	The tenderer has shown 1 project where they can demonstrate design, supply and installation experience for New API610 pumps in relation to the scope of services.
	40	The tenderer has shown 2 projects where they can demonstrate design, supply and installation experience for New API610 pumps in relation to the scope of services.
	60	The tenderer has shown 3 projects where they can demonstrate design, supply and installation experience for New API610 pumps in relation to the scope of services.
	80	The tenderer has shown 4 projects where they can demonstrate design, supply and installation experience for New API610 pumps in relation to the scope of services.
	100	The tenderer has shown 5 projects where they can demonstrate design, supply and installation experience for New API610 pumps in relation to the scope of services.



Signed	.....	Date	.....
Name	.....	Position	.....



T2.2-06: Evaluation Schedule: Method Statement

The Tenderer must provide an overall method statement with full details on how the refurbishment and replacement of these pumps will be executed. The method statement should include the following aspects:

1. Detailed approach to modifications to be applied to piping and manifolds where new pumps are to be fitted.
2. Identify key risk elements associated with refurbishing and replacing pumps and indicate how these risks will be managed to ensure completion of the project is on time.
3. Detailed Quality control plan, applicable holds points and Health & Safety management plan to reduce the possibility of any re-work which may impact the schedule and safety on site as well as commissioning plan.
4. Detail the technical approach: Repair or manufacture processes to be implemented for defective pump components ie wear rings, impellers, shafts, casings, bearings.
5. Detailed design approach for correct pump selection to suit TPL process requirements, manufacturing, installation works, modifications to manifolds and commissioning of new pumps for Durban depot.

Attached submissions to this schedule:

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The scoring of the Method Statement will be as follows:

The Tenderer must provide an overall method statement with full details on how the refurbishment and replacement of these pumps will be executed as per 5 points above. (20)	0	The tenderer has submitted insufficient information to determine a score.
	20	The method statement only addresses 1 item listed.
	40	The method statement is generic as it addresses at least 2 items listed.
	60	The method statement is adequately structured and addresses at least 3 items listed.
	80	The method statement is comprehensive showing that the contractor has a high level understanding of pump refurbishments and replacements and addresses at least 4 items listed.
	100	The method statement addresses 5 or more of the items listed, indicating that the tenderer has fully understood the scope of work and able to mitigate the risks highlighted.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



T2.2-07: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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



C. Certificate for Joint Venture

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

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

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

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



D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor



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

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

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



T2.2-09 Letter/s of Good Standing with the Workmen's Compensation Fund

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

Name of Company/Members of Joint Venture:

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.....
.....
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T2.2-11 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.2. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;



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

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

<u>Description of Goods</u> Description of services, works or goods	<u>Stipulated minimum threshold</u> Stipulated minimum threshold
<ul style="list-style-type: none"> • Valve Products and Actuators 	70%

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

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



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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
do hereby declare, in my capacity as



of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Price of the Designated commodity Valve Products and Actuators Ex VAT	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

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

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Annex C

Local Content Declaration - Summary Schedule

(C1) **Tender No.** TPL/2024/03/0004/60569/RFP
 (C2) **Tender description:** COP OPTIMIZATION PROJECT – REPLACE AND REFURBISHMENT OF PUMPS
 (C3) **Designated product(s)** Valves
 (C4) **Tender Authority:** Transnet Pipelines
 (C5) **Tendering Entity name:**
 (C6) **Tender Exchange Rate:** Pula EU GBP
 (C7) **Specified local content %**

Note: VAT to be excluded from all calculations

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
5	" 150# API6D ball valves						
6	" 150# API 6D ball valves						

Tender summary

Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
2			
2			

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) **Tender No.** TPL/2024/03/0004/60569/RFP
(C2) **Tender description:** COP OPTIMIZATION PROJECT – REPLACE AND REFURBISHMENT OF PUMPS
(C3) **Designated product(s)** Valves
(C4) **Tender Authority:** Transnet Pipelines
(C5) **Tendering Entity name:**
(C6) **Tender Exchange Rate:** Pula EU GBP
(C7) **Specified local content %**

Note: VAT to be excluded from all calculations

Calculation of local content							Tender summary				
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Commodity Qty	Total Commodity value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								(C20) Total tender value			
								(C21) Total Exempt imported content			
								(C22) Total Tender value net of exempt imported content			
								(C23) Total Imported content			
								(C24) Total local content			
								(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

<i>(D1)</i>	Tender No.	TPL/2024/03/0004/60569/RFP	Note: VAT to be excluded from all calculations
<i>(D2)</i>	Tender description:	COP OPTIMIZATION PROJECT – REPLACE AND REFURBISHMENT OF PUMPS	
<i>(D3)</i>	Designated Products:	Valves	
<i>(D4)</i>	Tender Authority:	Transnet Pipelines	
<i>(D5)</i>	Tendering Entity name:		
<i>(D6)</i>	Tender Exchange Rate:	Pula <input style="width: 80px;" type="text"/> EU <input style="width: 50px;" type="text"/> GBP <input style="width: 50px;" type="text"/>	

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
<i>(D7)</i>	<i>(D8)</i>	<i>(D9)</i>	<i>(D10)</i>	<i>(D11)</i>	<i>(D12)</i>	<i>(D13)</i>	<i>(D14)</i>	<i>(D15)</i>	<i>(D16)</i>	<i>(D17)</i>	<i>(D18)</i>
<i>(D19)</i> Total exempt imported value											R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
<i>(D20)</i>	<i>(D21)</i>	<i>(D22)</i>	<i>(D23)</i>	<i>(D24)</i>	<i>(D25)</i>	<i>(D26)</i>	<i>(D27)</i>	<i>(D28)</i>	<i>(D29)</i>	<i>(D30)</i>	<i>(D31)</i>
<i>(D32)</i> Total imported value by tenderer											R 0

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

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					

Signature of tenderer from Annex B

Date: _____

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

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

<i>(E1)</i>	Tender No.	TPL/2024/03/0004/60569/RFP	Note: VAT to be excluded from all calculations
<i>(E2)</i>	Tender description:	COP OPTIMIZATION PROJECT – REPLACE AND REFURBISHMENT OF PUMPS	
<i>(E3)</i>	Designated products:	Valves	
<i>(E4)</i>	Tender Authority:	Transnet Pipelines	
<i>(E5)</i>	Tendering Entity name:		

Local Products (Goods, Services and Works)	Description Raw Material items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	<i>(E6)</i>	<i>(E7)</i>		<i>(E8)</i>
<i>(E9)</i> TotalRaw Materials (Goods, Services and Works)				R 0

<i>(E10)</i>	Manpower costs (Tenderer's manpower cost)	R 0
<i>(E11)</i>	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
<i>(E12)</i>	Administration overheads and mark (Marketing, insurance, financing, interest etc.)	R 0
<i>(E13)</i> Total local content		R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

T2.2-12: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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 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 **exceed** R50 000 000 (all applicable taxes included) and therefore the 90/10 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:

DISCRIPTION	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	5
LOCAL CONTENT AND LOCAL PRODUCTION	5
Total points for Price and Specific Goals must not exceed	100

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax,

unemployment insurance fund contributions and skills development levies;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women, 51% Black Youth and 51% Black people with	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned	
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

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

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

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.



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 10 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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



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:

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners



or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

I, _____ the _____ undersigned,

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.



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

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

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

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

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.



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



T2.2-13 NON-DISCLOSURE AGREEMENT



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

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

TRANSNET SOC LTD

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

and

.....

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

.....

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 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	.....	



T2.2-14: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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 T2.2-17 "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.



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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER



T2.2-16 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



T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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



PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage



from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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



privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the 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

T2.2-18 : Supplier Code of Conduct

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

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

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

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

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

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

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



-
- 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

T2.2-19: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for 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			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			



T2.2-20: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor
(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date



T2.2-21: Foreign Exchange Requirements

If Secondary Option X3 is included in the *conditions of contract* of the NEC3, the Tenderer to provide detailed breakdown of items that will have a foreign exchange implication.

Justification and full details supporting foreign currency requirements to be appended to this Schedule.

Items & activities	Currency	Bank	Maximum payment

The *exchange rates* to be used are stated in the Contract Data provided by the *Employer*.

It is expected that the percentages of foreign currency or currencies quoted are realistic and that they adequately reflect the overall foreign component of cost.

Due to the introduction of International Financial Reporting Standards IS32 and IS39, the *Employer* may not be able to accommodate a tenderer’s requirements in full or at all.



T2.2-22: Forecast Rate of Invoicing

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

Index of documentation attached to this schedule:

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T2.2-23: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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C1.1: Form of Offer & Acceptance

Offer

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

CRUDE OIL PIPELINE OPTIMIZATION PROJECT – PUMP REPLACEMENT AND REFURBISHMENT

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:



Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

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

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



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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(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		

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 <i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
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	
	dispute resolution Option	Engineering and Construction Contract (ECC) Option A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X7: Delay damages
		X13: Performance bond
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
		Z1: Intellectual property
		Z2: Assignment and Waiver
		Z3: Right Reserved by Transnet to Conduct State Security Agency (SSA) Vetting
		Z4: Additional Clause Relating to Collusion
		Z5: Protection of Personal Information Act
		Z6: Additional clause relating to Performance Bonds and/or Guarantees
		Z7: Obligations in respect of Joint Venture Agreements
		Z8: Additional Obligations in Respect of Termination



**Z9: Local Production and Content Obligations
in Respect of Specific Goals (If applicable)**

Z10 Obligations In Respect Of The CSDG Goals

10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Reg no. 1990/000900/30)
	Address	Registered address: 138 Eloff Street Braamfontein JOHANNESBURG 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001
10.1	The <i>Project Manager</i> is: (Name)	TBC
	Address	Transnet Pipelines 202 Anton Lembede Street Durban, South Africa 4001
	Tel No.	TBC
	e-mail	TBC
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	TBC
	Tel No.	TBC
	e-mail	TBC
11.2(13)	The <i>works</i> are	Crude Oil Pipeline Optimization Project – Pump Replacement and Refurbishment
11.2(14)	The following matters will be included in the Risk Register	1. Community Unrest 2. Local Business Forums interruptions
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1.”Description of the Site and it surroundings”
11.2(16)	The Site Information is	As prescribed in Part C3
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.



13.1	The <i>language of this contract</i> is	English				
13.3	The <i>period for reply</i> is	2 weeks				
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.				
3	Time					
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBC				
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met key date				
	As described in detail Part 3 Works Information					
		<i>Key dates</i> will be based on the bidder's programme				
30.1	The <i>access dates</i> are	<table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1 Whole of the Site</td> <td>2 days after safety file approval</td> </tr> </tbody> </table>	Part of the Site	Date	1 Whole of the Site	2 days after safety file approval
Part of the Site	Date					
1 Whole of the Site	2 days after safety file approval					
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.				
31.2	The <i>starting date</i> is	TBC				
32.2	The Contractor submit a revised programme	Every 4 weeks				
4	Testing and Defects					
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>works</i>.				
43.2	The <i>defect correction period</i> is	2 weeks				
5	Payment					
50.1	The <i>assessment interval</i> is monthly on the	15th (fifteenth) day of each successive month, and the final invoice to be submitted by the 20th (twentieth) 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	30 days from date of receipt of valid Tax Invoice and month-end Statement.				
51.4	The <i>interest rate</i> is	Prime lending rate of the Rand Merchant Bank South Africa as determined from time to time.				
6	Compensation events					
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)				



the number of days with rainfall more than 10 mm

The place where weather is to be recorded (on the Site) is:

The site under execution

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

The closest weather station to the site under execution

and which are available from:

South African Weather Services 012 367 6000 or info4@weathersa.co.za.

7 Title

No additional data is required for this section of the conditions of contract.

8 Risks and insurance

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:
Blanket Principal Controlled Insurance (BPCI),
Principal Controlled Insurance (PCI),
Principal Controlled Contractors Liability Insurance,
Principal Controlled Insurance One-off; and
Project Specific Insurance

Select one	
BPCI	x
PCI	
PCI Liab only	
PCI One Off	
PSI	

84.1 The *Employer* provides these insurances from the Insurance Table

1 Insurance against:

Loss of or damage to the *works*, Plant and Materials is as stated in the **selected Insurance policy for Contract Works/ Public Liability.**

Cover / indemnity:

to the extent as stated in the **selected insurance policy for Contract Works / Public Liability**

The deductibles are:

as stated in the **selected insurance policy for Contract Works / Public Liability (Principal Controlled Insurance)**



	<p>2 Insurance against:</p> <p>Cover / indemnity</p> <p>The deductibles are</p>	<p>Loss of or damage to property (except the <i>works</i>, plant, materials & equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the selected insurance policy for Contract Works / Public Liability</p> <p>Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability</p> <p>as stated in the selected insurance policy for Contract Works / Public Liability</p>
84.1	<p>3 Insurance against:</p> <p>Cover / indemnity</p> <p>The deductibles are:</p> <p>4 Insurance against:</p> <p>Cover / indemnity</p> <p>The deductibles are</p>	<p>Loss of or damage to Equipment (Temporary Works only) as stated in the selected insurance policy for contract Works and Public Liability</p> <p>Is to the extent as stated in the selected insurance policy for Contract Works / Public Liability</p> <p>As stated in the selected insurance policy for Contract Works / Public Liability</p> <p>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</p> <p>Cover / indemnity is to the extent provided by the SASRIA coupon</p> <p>The deductibles are in respect of each, and every theft claim 0,1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.</p>
84.1	<p>The <i>Contractor</i> provides these additional insurances.</p>	<ol style="list-style-type: none"> 1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i>, the <i>Contractor</i> shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the Employer have an insurable interest in such items during manufacture of fabrication, such interest shall not be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any subcontractor



		<p>4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5,000,000.00</p> <p>5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i></p>
9	Termination	There is no additional Contract Data required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) 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 place where arbitration is to be held is 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 Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Durban, KwaZulu Natal The Chairman of the Association of Arbitrators (Southern Africa)
X1	Price adjustment for inflation	
X1.1(a)	The base date for indices is	



X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-portion	linked to index for	Index prepared by
		0.30	Labour (People)	The Consumer Price Index (CPI) for “All Items” in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 “Consumer Price Index - Additional Tables” published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)
		0.00	Plant (Equipment)	The “Plant and Equipment” index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 “Construction Materials Price Indices” published by Statistics South Africa.
		0.00	Material (Civil)	The “Civil Engineering Material - Total” index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 “Construction Materials Price Indices” published by Statistics South Africa.



		0.00	Material (Electrical)	The “Electrical Engineering” index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 “Construction Materials Price Indices” published by Statistics South Africa.
		0.65	Material (Mechanical)	The “Mechanical Engineering” index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 “Construction Materials Price Indices” published by Statistics South Africa.
		0.05	Fuel	The “Diesel” index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 “Producer Price Index” published by Statistics South Africa.
		1.00		
		0.15	Non-adjustable	
X2	Changes in the law	No additional data is required for this Option		
X3	Multiple Currencies	Refer to T2.2-21		
X7	Delay Damages			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 2500 per day excl. VAT The parties agree that this constitutes a genuine pre-estimate of the damages.		
X13	Performance Bond			



X13.1	The amount of the Performance Bond is	5% of the total of the Price at the contract date (excluding V.A.T.) By an issuer reasonably acceptable to Transnet SOC Ltd
X16	Retention	
X16.1	The <i>retention free amount</i> is	Nil
	The <i>retention percentage</i> is	10% on all payments certified
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 Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:	The deductible of the relevant insurance policy
X18.3	The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 (Five) years after Completion of the whole of the services
Z	Additional conditions of contract	
	The <i>additional conditions of contract</i> are:	
Z 1	INTELLECTUAL PROPERTY	
Z 1.1	Intellectual property rights (including patents, copyright, trademarks etc.) rest with the party owning them.	
Z 1.2	The Employer indemnifies the Contractor against any claim or action (including costs) caused by or arising from the failure as the Employer to obtain such consent and the contractor indemnifies the Employer against any claim or action (including costs) caused by or arising from the failure of the Contractor to obtain such consent.	
Z 2	ASSIGNMENT AND WAIVER	
Z 2.1	No rights, duties or liabilities under this contract may be ceded, assigned, transferred, conveyed or otherwise disposed of by either Party (<i>Employer or Contractor</i>) without the prior written consent of the other Party (<i>Employer or Contractor</i>), which consent shall not be unreasonably withheld.	
Z 2.2	No grant by the <i>Contractor</i> or the <i>Employer</i> 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 <i>estoppel</i> of the grantor's right to enforce the provisions of the Contract.	

**Z 3 RIGHT RESERVED BY TRANSNET TO CONDUCT VETTING THROUGH STATE SECURITY AGENCY (SSA):**

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

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

Z 4 ADDITIONAL CLAUSE RELATING TO COLLUSION IN THE CONSTRUCTION INDUSTRY

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

Z 5 PROTECTION OF PERSONAL INFORMATION ACT:

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

Z 6 ADDITIONAL CLAUSE RELATING TO PERFORMANCE BONDS AND/OR GUARANTEES

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued in the same form of the Pro Forma document provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*

Failure to comply with this obligation by the *Contractor* will entitle the *Employer* to terminate the *Contractor's* obligation to Provide the remainder of the Works without any further entitlement to the *Contractor* for any payment or consideration with regards to the provision of the remainder of the work contracted for.



Z 7 OBLIGATIONS IN RESPECT OF JOINT VENTURE AGREEMENTS:

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

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

- A brief description of the Contract and the Deliverables.
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture.
- The constituents' interests.
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents.
- Details of an internal dispute resolution procedure.

Written confirmation by all of the constituents:

- i. of their joint and several liability to the *Employer* to Provide the *works*.
- ii. proof of separate bank account/s in the name of the joint venture.
- iii. identification of the lead in the joint venture confirming the authority of the lead to bind the joint venture through the *Contractor's* representative.
- iv. Identification of the roles and responsibilities of the constituents to provide the *works*.

Financial requirements for the Joint Venture:

- i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time.

the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

Z8 ADDITIONAL OBLIGATIONS IN RESPECT OF TERMINATION

Z8.1

The following will be included under core clause 91.1:

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

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

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

Z8.2

Termination Table

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

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

Z8.3

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

Z9

LOCAL PRODUCTION AND CONTENT OBLIGATIONS IN RESPECT OF SPECIFIC GOALS

Z9.1

In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the **Returnable Schedule T2.2-18**: Declaration Certificate of Local Production and Content, the *Contractor* has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: **1. Cement; 2. Steel Products and components for construction; 3. Valves Products and Actuators; and 4. Electric Cables and Products.**



- Z9.2** The *Contractor* is required to note that the *Employer*, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements.
- Z9.3** The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.
- The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.
- Z9.4** The *Contractor* must refer to **Schedule A** attached to the **Returnable Schedule T2.2-11: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content**.
- Z9.5** Breach of Local Production and Content commitments provides the *Employer* cause to terminate the contract.
- Z10 OBLIGATIONS IN RESPECT OF THE CSDG GOALS**
- Z10.1** It is a fundamental condition of contract that the tenderer meet the required CSDG goals as stated in the RFP
- Z10.1.1** Compliance with requirements
The contractor shall:
a) within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged.
b) at intervals not exceeding three (3) months, submit to the employer's representative interim contract compliance training reports; and
c) shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the employer's representative a final contract compliance training report
- Z10.1.2** It is the responsibility of the Contractor to ensure that all CSDG goals and compliance requirements are satisfied.
- Z10.1.3** It is the responsibility of the Contractor to notify the Employer of any changes to agreed upon CSDG goals.
- Z10.1.4** In the event that the contractor fails to provide reasonable explanation to the employer for any failure to achieve the contract participation goal, the sanctions as agreed in the contract shall apply.
- Z10.1.5** The employer has the right to withhold payment in respect of the main offer, should the contractor default on the implementation of achieving the CSDG goals. In such an instance the value of the payment withheld, shall be no less than the value of the CSDG requirement where non-performance has occurred.
- Z10.1.6** The Employer has the right to terminate the contract should the Contractor default on the CSDG condition of tender.



C1.2 Contract Data

Part two - Data provided by the Contractor

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



A	Priced contract with price list		
11.2(21)	Priced contract with price list	Part C2 Pricing Data	
11.2(31)	The tendered total of the Prices is	(in figures)	
		(in words), excluding VAT	
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 56 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 59 of ECC.</i>	
A	Priced contract with price list		Data for the Shorter Schedule of Cost Components
41 in SSCC	The percentage for people overheads is:	.....
21 in SSCC	The published list of Equipment is the last edition of the list published by	.....
	The percentage for adjustment for Equipment in the published list is	.....
22 in SSCC	The rates of other Equipment are:	Equipment	Size or Rate capacity
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62 in SSCC	The percentage for design overheads is	.....



C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.



Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd
C/o Transnet Pipelines
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. TPL/2024/03/0004/60569/RFP

With reference to the above numbered contract made or to be made between

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.



4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) _____
- R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

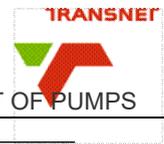
Signed at _____ on this _____ day of _____ 201_

Signature(s)	_____	_____
Name(s) (printed)	_____	_____
Position in Guarantor company	_____	_____
Signature of Witness(s)	_____	_____
Name(s) (printed)	_____	_____



PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	7



C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

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

Identified and defined terms 11
11.2

(20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.



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

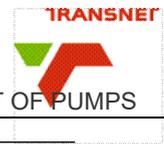
C2.2 Activity Schedule

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

1. DURBAN MAINLINE PUMP REPLACEMENTS (4 off pumps)					
Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity
1.1	Design, supply and install a new pump with the same or higher flowrate to replace the existing 2 stage Byron Jackson pump utilizing existing electrical infrastructure including all works as detailed in section 5.2 of the scope of works.	SUM	1	R	
1.2	Design, supply and install a new pump with the same or higher flowrate to replace the existing 3 stage Byron Jackson pump utilizing existing electrical infrastructure including all works as detailed in section 5.2 of the scope of works.	SUM	1	R	
1.3	Design, supply and install a new pump with the same or higher flowrate to replace the existing 4 stage Byron Jackson pump utilizing existing electrical infrastructure including all works as detailed in section 5.2 of the scope of works.	SUM	1	R	
1.4	Design, supply and install a new pump with the same or higher flowrate to replace the existing 4 stage Byron Jackson pump utilizing existing electrical infrastructure including all works as detailed in section 5.2 of the scope of works.	SUM	1	R	

1.5	Establishment of Contractors temporary facilities on site at Durban pump station for mainline and vertical spindle pumps.	Sum	1	R	
1.6	De-Establishment of Contractors temporary facilities on site at Durban Pump station for mainline and vertical spindle pumps.	Sum	1	R	
1.7	Full Vibration assessment of the entire Durban Depot manifold, Pre and post vibration report and the comparison between the reports as in the scope of works in section 5.1.	SUM	1	R	
1.8	Supply 2 set of spares for each pump – refurbishment components for each of the 4 new mainline pumps as stipulated in the scope of works in section 5.2.14	EA	4	R	
1.9	Data books, drawings and manuals to be supplied for the 4 new mainline pumps at Durban. 3 hard copies of each in PDF format and 1 soft copy including all drawings in Autocad 2016 DWG format.	SUM	1	R	
2. DURBAN VERTICAL SPINDLE PUMPS (2 off pumps)					
2.1	Design, supply and install a new vertical spindle pump and motor set with 870m ³ h flowrate or maximum allowed to replace the existing 3 stage Vertical spindle Byron Jackson pumpset utilizing the current electrical infrastructure including all works as detailed in section 5.3 of the scope of works.	EA	2	R	
2.3	Supply a set of refurbishment components for each of the new vertical spindle pumps as stipulated in the scope of works. For TPL to conduct 2 full refurbishments in the future as per scope section 5.3.14.	EA	2	R	

2.4	Data books, drawings and manuals to be supplied for the 2 new vertical spindle pump and motor sets at Durban. 3 hard copies of each in PDF format and 1 soft copy including all drawing in Autocad 2016 DWG format.	SUM	1	R	
2.5	Supply and install 14” 150# API6D ball valves, gearboxes and handwheels to positively isolate the vertical spindle pumps during installation and commissioning activities. Data sheet supplied as Annexure E.	EA	4	R	
<p>3. BASELINE PERFORMANCE TESTS AND HYDRAULIC MODELLING</p>					
3.1	Full hydraulic analysis (model) report of the entire crude oil pipeline using the current pumps design parameters, pipeline profile and using the proposed new pump data. To be used as a baseline as well for later comparison as in section 2.4 objectives. (pre and post studies)	sum	1	R	
3.2	Final performance assessment report of all pumps across the crude pipeline network after replacements and refurbishments of pumps to be issued to TPL to ensure 840m ³ h - 870m ³ h flowrate has been achieved as well as energy consumption of the entire network been reduced as in section 2.5.	sum	1	R	
<p>4. PUMP REFURBISHMENT</p>					



2, 3 AND 4 STAGE BYRON JACKSON OLD SERIES PUMP – BRONZE INTERNALS (DVMX 8X10X13 SPEC) (QUAGGA PUMP STATION)					
4.1	2 stage Byron Jackson Old Series horizontally split BB1 pump – Bronze internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	1	R	
4.2	3 stage Byron Jackson Old Series horizontally split BB3 pump – Bronze internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	1	R	
4.3	4 stage Byron Jackson Old Series horizontally split BB3 pump – Bronze internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	2	R	
2, 3 AND 4 STAGE BYRON JACKSON NEW SERIES PUMPS – STAINLESS STEEL INTERNALS (DVMX 8X10X13 SPEC) (4 PUMPS AT 4 PUMP STATIONS)					

HILLCREST PUMP STATION					
4.4	2 stage Byron Jackson New Series horizontally split BB1 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	1	R	
4.5	3 stage Byron Jackson New Series horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	1	R	
4.6	4 stage Byron Jackson New Series horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	2	R	
HOWICK PUMP STATION					
4.7	2 stage Byron Jackson New Series horizontally split BB1 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour,	EA	1	R	

	performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.				
4.8	3 stage Byron Jackson New Series horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	1	R	
4.9	4 stage Byron Jackson New Series horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	2	R	
LADYSMITH PUMP STATION					
4.10	2 stage Byron Jackson New Series horizontally split BB1 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	1	R	
4.11	3 stage Byron Jackson New Series horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the	EA	1	R	

	scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.				
4.12	4 stage Byron Jackson New Series horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	2	R	
NEW CASTLE PUMP STATION					
4.13	2 stage Byron Jackson New Series horizontally split BB1 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	1	R	
4.14	3 stage Byron Jackson New Series horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	1	R	
4.15	4 stage Byron Jackson New Series horizontally split BB3 pump – Stainless steel internal wear rings and impellers -	EA	2	R	

	full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.				
3 AND 4 STAGE SULZER BOOSTER PUMPS– STAINLESS INTERNALS (MSD 10X10X13.5 SPEC) (1 pump each at 5 pump stations)					
4.16	Mngeni pump station - 3 stage Sulzer MSD Pump - horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	1	R	
4.17	Duzi pump station - 3 stage Sulzer MSD Pump - horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	1	R	
4.18	Mooi River pump station - 3 stage Sulzer MSD Pump - horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.	EA	1	R	

4.19	<p>Fort Mistake pump station - 3 stage Sulzer MSD Pump - horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.</p>	EA	1	R	
4.20	<p>Wilge pump station - 4 stage Sulzer MSD Pump - horizontally split BB3 pump – Stainless steel internal wear rings and impellers - full refurbishment as according to the scope section 6. Including all labour, performance testing, installation and commissioning. Schedule of cost components to be included, use the component breakdown guide, section 7 in the scope as a baseline.</p>	EA	1	R	
<p>5. CONTRACT SKILLS DEVELOPMENT GOALS</p>					
5.1	Contract skills development goal (0.25% factor).	EA	1	R	
<p style="text-align: center;">Total Price to be carried over to the Form of Offer & Acceptance</p>					

WORKS INFORMATION FOR
THE OPTIMIZATION OF THE
CRUDE OIL PIPELINE – PUMP
REPLACEMENT AND
REFURBISHMENT

Table of Contents

1.	BACKGROUND	3
2.	PROJECT OBJECTIVE	4
3.	PROJECT REQUIREMENTS	5
4.	WORKS INFORMATION	5
5.	DURBAN PUMP STATION PUMP REPLACEMENT SCOPE.....	6
5.1.	VIBRATION REPORT:.....	6
5.2.	MAINLINE PUMP REPLACEMENT:.....	6
5.3.	VERTICAL SPINDLE PUMP REPLACEMENT:.....	7
5.4.	SITE ESTABLISHMENT FOR DURBAN DEPOT	8
5.5.	FIRE PROTECTION.....	9
5.6.	APPLICABLE CODES AND STANDARDS	9
6.	REFURBISHMENT OF MAINLINE CRUDE PUMPS SCOPE	11
6.4	4 STAGE PUMP REFURBISHMENT	14
6.5	SITE ESTABLISHMENT FOR REFURBISHED PUMPS	15
7	COMPONENT BREAKDOWN GUIDE	15
8	BRAND NAME PUMPS ON THE CRUDE NETWORK DRAWING ANNEXURES FOR INFORMATION. 20	
9	ORIGINAL PUMP NAMEPLATE INFORMATION.....	21
9.1	VERTICAL SPINDLE – BYRON JACKSON BRONZE IMPELLERS.....	21
9.2	OLD SERIES – BYRON JACKSON BRONZE IMPELLERS	21
9.3	NEW SERIES – BYRON JACKSON STAINLESS STEEL IMPELLERS	21
9.4	SULZER PUMPS – STAINLESS STEEL IMPELLERS	21
10	MECHANICAL SEALS ON CRUDE NETWORK.....	22
11	PUMP IDENTIFICATION, WORK REQUIRED AND LOCATION	22
12	COMPULSORY SITE BRIEFING.....	23
13	ADDITIONAL INFORMATION	24
14	HEALTH AND SAFETY.....	25
15	INSTALLATION AND COMMISSIONING.	25
16	PROJECT SCHEDULE	26
17	OBLIGATIONS IN RESPECT OF THE CSDG GOALS(Z9):	27
18	ANNEXURES.....	28
19	TYPICAL CRUDE PUMP DRAWINGS - INFORMATION.....	28
20	CRUDE PIPELINE NETWORK PROFILE	31
21	DATA PACKAGE REQUIREMENT FOR NEW PUMPS GUIDE	31

1. BACKGROUND

Transnet Pipelines (TPL) is the largest multi-product pipeline operator in Southern Africa, maintaining and operating a network of 3114 km of pipeline infrastructure across five provinces in South Africa. TPL plays a key role in the country's economy, with the core strategic objective of ensuring petroleum product security of supply for the inland market and gas security of supply for the KwaZulu-Natal market using environmentally responsible methods while ensuring optimal efficiencies.

TPL currently transports:

- More than 80% of all refined products to the inland market
- More than 70% of all jet fuel required at OR Tambo International Airport
- 100% of crude requirements for the National Petroleum Refiners of South Africa (Natref). This project benefit is linked to meeting that 100% crude requirement for Natref.
- 500 million cubic metres per annum of methane-rich gas requirements to KwaZulu-Natal from Secunda
- 100% of Tarlton Distribution Terminal volumes

The pipeline network consists of three intakes located in Durban, Sasolburg and Secunda. The pipeline is laid within servitudes which traverse through various properties and the pump stations and delivery depots are located in rural, industrial and suburban areas along the pipeline routes. The pipelines range from 6" (150mm) to 24" (600mm) in diameter and conform to ASME B31.4. Pressure in the pipeline network is monitored on a 24 hour-a-day, 365 days-a-year basis at the control centre at the National Operating Centre (NOC).

High level route overview of the crude network - The pipeline starts at Islandview Cutler Complex and runs through Durban/Hillcrest, Pietermaritzburg, Howick, Mooi River, Ladysmith, Fort Mistake, New castle, Quaggasnek and Frankfort Areas. Geographic locations of all the depots are included in this scope below.

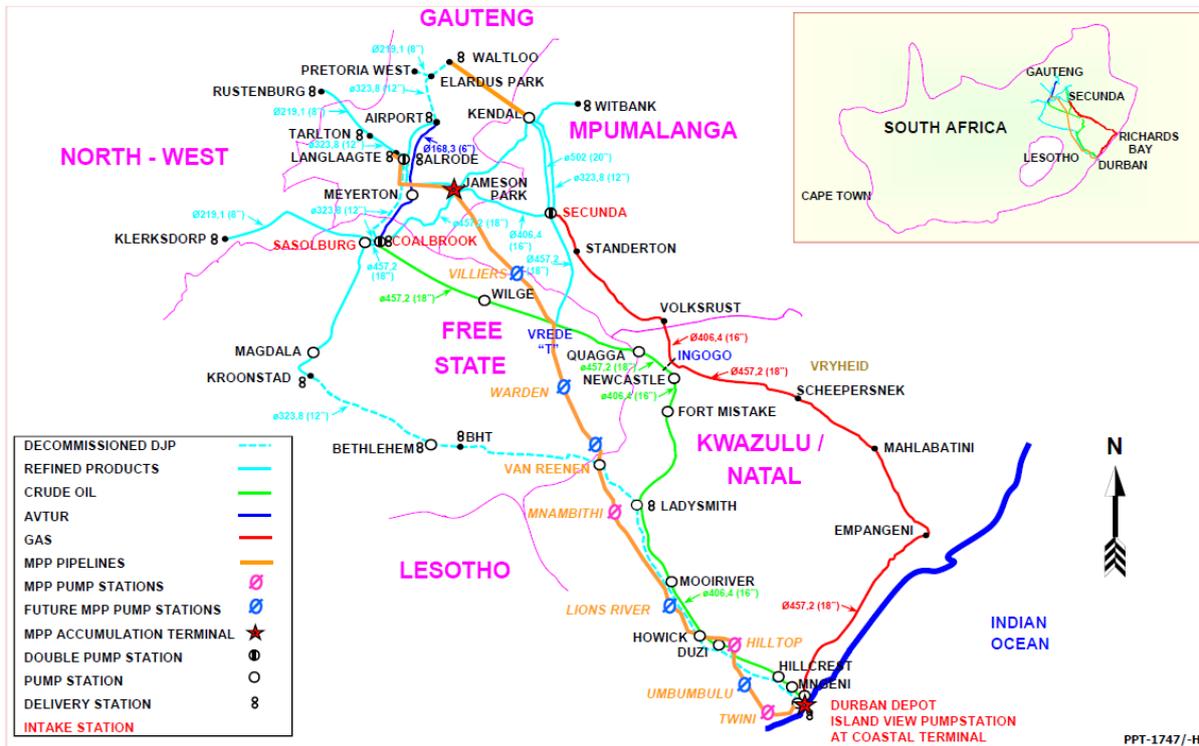
A pump systems optimisation assessment was conducted on crude oil pipeline network by an external service provider in 2018 to find the root cause of high electricity costs on the pipeline network and recommended the following energy saving initiative:

- Replace 6 off new pumps at Durban pumpstation and Refurbish the remainder 25 off 2, 3 and 4 stage Mainline and Booster pumps along the crude pipeline network.
- The individual performance and history of each crude pump was assessed and found that pumps in the network required Replacement, Refurbishment or upgrading either due to poor performance, lower capacity pumps being over worked or regular pump defects keeping the pumps out of operation.

TRANSNET'S PETROLEUM AND GAS PIPELINE SYSTEM CURRENT AND FUTURE LAYOUT



delivering on our commitment to you pipelines



2. PROJECT OBJECTIVE

The project objective is to reduce wasteful energy costs relating to the operation of inefficient pumps across the entire crude pipeline network whilst maintaining an operational flowrate of 840m³h to 870m³h to deliver product reliably to our customer. This will include but not limited to:

- 2.1. Replacement of the 2 off old and undersized vertical Spindle Booster pump sets at Durban Pump station up to 840m³h - 870m³h flowrate or maximum allowable flowrate that will be suitable with the current electrical infrastructure that is supplying the existing 275kw motors, motor supply cables are 70mm, 3 core SWA armoured cable with 3.3kv, 160 amp vacuum circuit breaker switch gear.
- 2.2. Replacement of 4 off Durban Mainline Pumps: Install 4 new pumps with the same or higher flowrate than 760m³h that can be accommodated with the existing motors on site and fit into the manifold. Suction and discharge piping and pump base feet mods will be permitted if required by the the *Contractor*.
- 2.3. Full refurbishment of 25 off multi-stage pumps along the rest of the pipeline network.
- 2.4. Full hydraulic analysis (model) report of the entire crude oil pipeline using the current pumps design parameters, pipeline profile and using the proposed new pump data to predict the pressure and flow scenarios once all works have been completed. This is to be done before any pump replacement or refurbishment is completed as well as after all replacements and refurbishments are completed to give a comparison. This hydraulic model can also be used to setup a baseline model of what is currently being operated in TPL and then compared against what the new parameters will be once all works have been carried out.

- 2.5. Final performance assessment report of all pumps in their final operating place across the crude pipeline network after replacements and refurbishments of pumps to be issued to TPL to ensure 840m³h - 870m³h flowrate has been achieved as well as energy consumption of the entire network been reduced. New performance assessment to be compared against the 2018 energy report that was conducted, which will be made available to the *Contractor* once appointed.

3. PROJECT REQUIREMENTS

- 3.1 The Pump Optimization Project will be executed in line with TPL's engineering standards, international codes and in accordance with industry acceptable standards related to such work. The engineering is to include but not be limited to the following requirements.
- a) Operational requirements (i.e. maximum allowable operating pressures, minimising of operational shutdowns)
 - b) Mechanical requirements.
 - c) Electrical requirements
 - d) Civil and structural requirements
- 3.2 The pumps are to be refurbished and procured in accordance with the regulatory and compliance requirements as stipulated by the applicable legislation, including but not be limited to the:
- (a) Best practise - in accordance with RP 697 for API 610 pumps.
 - (b) Health and Safety legislations
 - (c) Construction legislation
- 3.3 The project is to be completed with little to no impact on TPL's day to day operations and adherence to Safety requirements.
- 3.4 Transnet's policies and procedures are to be adhered to throughout the project lifecycle and should there be any deviation, the deviation is to be highlighted to the project sponsor and or steering committee through the project manager.

4. WORKS INFORMATION

The purpose of this scope is to seek the services of a competent pump *Contractor* to Replace Durban Pump station mainline pumps and vertical pumps as well as refurbish the remainder 25 pumps along the crude network to ensure efficient operation of the high pressure crude oil pipeline network in order to reach the optimal pipeline network flowrate of 840m³h - 870m³h. included in this scope will be a portion of Engineering for pumping and piping systems, Electrical systems, possible piping and civil modifications to accommodate new mainline and vertical pumps. Detailed design, drawings and BOQ's to be completed by the *Contractor* must be signed off by TPL before the *Contractor* starts execution of these activities at the Durban Pump station. Any works that are subcontracted out will require full safety file to be included in the *Contractors* safety file and approved by TPL.

5. DURBAN PUMP STATION PUMP REPLACEMENT SCOPE

5.1. VIBRATION REPORT:

- 5.1.1 The *Contractor* is required to conduct a full vibration analysis (pre and post installation of all new pumps) of the entire Durban pump station manifold, including all pumps, motors, piping, supports, stands, provers, launchers, valves, booster pumps, drain piping, concrete plinths, lube oil system, electrical racking etc and submit a report with the comparison to show the improvement.

5.2. MAINLINE PUMP REPLACEMENT:

- 5.2.1 Design, supply and install 4 off new pumps to replace the current Durban pumps with the same or higher flowrate than 760m³/h whilst maintaining the same head according to the pipeline profile. Modifications to the existing manifold suction and discharge piping will be permitted and the new pumps will utilize the existing motors that are currently onsite. Ratings of the pump and motor listed below.
- 5.2.2 All Engineering works required to modify the existing piping and pump bases pedestal feet to accommodate new pumps must be catered for by the *Contractor*.
- 5.2.3 Design and Execution of all modifications required to fit new pumps to be done by the *Contractor* and signed off by the *Contractors* appointed AIA where required. The *contractor* must provide all crane requirements for lifting and rigging and any other machinery/equipment required to install and commission the new pumps. TPL will not provide any tooling, cranes or machinery.
- 5.2.4 The *Contractor* will propose new mainline pumps that will be suitable for Transnet Pipelines application. Transnet Pipelines will accept the proposed pumps based on the hydraulic model before any pump orders are placed with the manufacturer.
- 5.2.5 FAT of the new pumps will be done at the pump manufacturers factory or suitable facility and TPL to witness all pump performance testing before delivery of the pumps to site.
- 5.2.6 All supply, installation, commissioning and SAT works required to install, test and operate the pumps will be done by The *Contractor*. The *Contractor* must ensure that their safety file and any Sub contractors required to execute works safety file will be submitted to TPL and approved by TPL before any works will take place.
- 5.2.7 NOTE: Durban's 4 off mainline pumps currently have oil pumped to the bearing housings via a separate oil feed pump system which is connected to each pump and motor Drive-end and Non-drive end bearing housings. It is not a requirement for the new pump to be connected to the same lubrication system if not required by the manufacturer. if the new pumps require a lubrication system the specs of the current system can be made available or assessed on site. Current oil used in the oil feed system is ISO VG 32-46.
- 5.2.8 Provision on the new pumps to be made for the installation of a vibration sensor(accelerometer) on the NDE bearing housing. Temperature sensors on both the DE and NDE bearing housings and pump casing. Provision to be made for a connection to the mechanical seal to detect when a seal leaks (seal leak detection). These sensors will be free issued on site by TPL to be installed once pumps are commissioned to display on the control system for pump protection.

- 5.2.9 Current pumps have single cartridge type mechanical seals with secondary gas seal together with a Plan 31 seal flush system and new pumps will require the same or similar system with mechanical seals that can be sourced locally in South Africa.
- 5.2.10 The *Contractor* will provide TPL with a full SOP on how to maintain the new mainline pumps, including bearing oil requirements.
- 5.2.11 The *Contractor* will provide TPL with drawings of all the new pumps at Durban including components in Native AutoCAD 2016 DWG format.
- 5.2.12 The *Contractor* must note that all works required to remove old pumps, install the new pumps and commission them will rest with the *Contractor* and must be allowed for in their pricing.
- 5.2.13 Supply of commissioning spares for the new mainline pumps
 - a) 1 off mechanical seal on hand at all times.
 - b) 2 off white metal bearings on hand at all times.
 - c) 2 off thrust bearings on hand at all times.
 - d) Hand tools to work onsite during commissioning (do not rely on TPL tools).
- 5.2.14 Supply of complete sets of maintenance and refurbishment spares for the new mainline pumps.
 - a) Complete pump internal component set (wear rings and impellers etc) – 2 sets per pump.
 - b) White metal bearings – 4 bearings. Locally available
 - c) Mechanical seals – 4 mechanical seals. Locally available
 - d) Thrust bearings – 4 sets. Locally available
 - e) Couplings – 2 couplings. Locally available
 - f) 1 spare shaft per pump – 4 shafts in total.
 - g) Horizontal casing gasket – 2 per pump size.

5.3. VERTICAL SPINDLE PUMP REPLACEMENT:

- 5.3.1 Design, supply and install 2 off new 870m³h vertical spindle pumps to replace the current 636m³h Byron Jackson vertical spindle Booster pump sets. New vertical spindle pumps and motors to be sized to deliver a flowrate of 870m³h or highest possible flow rate with the same head as per pipeline profile utilizing the same electrical infrastructure (cabling and switchgear that is existing).
- 5.3.2 Electrical Engineer to confirm compatibility of the new pump sets with the existing electrical infrastructure.
- 5.3.3 Mechanical Engineering, design and execution of piping and civil modifications to pump, nozzles, plinths and manifold bund areas for vertical spindle booster pumps.
- 5.3.4 Engineering designs and calculations report to prove pumps will deliver correct flow rate.
- 5.3.5 The purpose of the vertical spindle pumps is to increase the pressure that is fed from Natcos to meet the requirement of the mainline pumps NPSH of minimum 250kpa and maximum of 1250kpa, taking into account the booster pumps, piping, valves and strainers are all classified as a low pressure (150#) manifold with a maximum operating pressure of 1900kpa. The pumps must not be able to over pressurize the system as there is no over pressure protection (PRV), only thermal protection.
- 5.3.6 Current motors are greased via grease gun on a 2 weekly basis. New motors will have automatic grease pods that will grease the bearings automatically. TPL will re-fill the pods as and when stipulated by the OEM of the new pumps. The *Contractor* will provide

- TPL with a full SOP on how to maintain the new vertical spindle pumps as well as a jobcard stating maintenance tasks and timelines, including grade of bearing grease.
- 5.3.7 Current vertical spindle pumps have a single cartridge mechanical seal and plan 11 flush system. The same or similar is to be installed on the new vertical spindle pumps as required by the OEM of the new pumps.
 - 5.3.8 Transnet Pipelines will approve the proposed pumps before any order of pumps is placed with the manufacturer.
 - 5.3.9 Supply and install 4 new 14" 150# full-bore API 6D ball valves to be installed as part of the pump installation for positive isolation purposes during installation. 2 off valves with gearbox and handwheels and 2 off valves with gearbox only (existing actuators onsite will be used). Data sheet attached as **Annexure E**.
 - 5.3.10 FAT of the pumps to be conducted at manufacturers factory before delivery of the pumps to site to ensure correct operation and design parameters are met and TPL to witness.
 - 5.3.11 The *Contractor* will provide TPL with drawings of all the new vertical spindle pumps at Durban including components in Native AutoCAD 2016 DWG format.
 - 5.3.12 All Design, supply, installation, commissioning, manifold modifications and SAT works required to install, test and operate the pump must be carried out by The *Contractor* and be included in their pricing.
 - 5.3.13 Supply of commissioning spares for the new vertical spindle pumps.
 - A. 1 off mechanical seal on hand.
 - B. Hand tools to work onsite during commissioning (do not rely on TPL tools).
 - 5.3.14 Supply of complete sets of maintenance and refurbishment spares for the new vertical spindle pumps.
 - A. Complete pump internal component sets (wear rings, bearing journal sleeves and impellers etc) – 2 complete sets. (for TPL to be able to conduct 2 full refurbishments in the future).
 - B. Mechanical seals – 2 mechanical seals. Locally available.
 - C. Couplings – 2 couplings. Locally available
 - D. 2 spare shafts.
 - E. Gasket and o-ring sets – 2 sets.

5.4. SITE ESTABLISHMENT FOR DURBAN DEPOT

- 5.4.1 The *Contractor* must allow for site establishment facilities at the Durban depot should there be a requirement to. Transnet Pipelines will provide an electrical connection point to connect to, electrical Coc will be required to be supplied by the *Contractor*.
- 5.4.2 The *Contractor* and TPL will conduct a pre entry survey report including photos, any damage to the site will be rectified by the *Contractor* when site de-establishment takes places.
- 5.4.3 The safety file will be kept on site and will be subject to TPL auditing process as and when required.
- 5.4.4 The *Contractor* ensures that work performed by a Subcontractor appointed by The *Contractor* complies with the requirements of the *Employer* with special reference to Occupational Health and Safety requirements. The *Contractor* will submit to TPL the Subcontractors' SHE file according to the same requirements of the *Employer*. The

Contractor will notify the *Employer* whenever a new Subcontractor has been appointed and will submit the SHE plan approval document to the *Employer* before work commences.

- 5.4.5 The *Contractor* to supply as required:
- A. Offices for staff.
 - B. Portable toilets (cleaned daily).
 - C. Facility to safeguard tools etc.
 - D. Eating area.
 - E. Laydown area demarcated.

5.5. FIRE PROTECTION

5.5.1 The *Contractor* provides a Fire Standby or Fire Watch at the facilities during the execution of the hot work modifications required at Durban Depot.

5.5.2 **Hot Works Definition:** Hot work is a task/work process that can be a source of ignition when flammable material is present or can be a fire hazard regardless of the presence of flammable material in the workplace. These can be tasks involving welding, grinding, friction and any work where heat or sparks is generated. Hot work includes the following:

5.5.2.1 All hot work where fuel/product is exposed to the environment.

5.5.2.2 All hot work in the existing TPL bund area on a live plant/manifold.

5.5.2.3 All hot work by their nature, deemed to be risk activity by TPL representative, Depot Manager or the risk assessment.

5.5.2.4 All lifting work in the live manifold/plant.

5.5.2.5 In a case where the permit issuer is uncertain whether a Fire Standby or Fire Watch is required, and work performed is hot by nature, a Fire Standby shall be specified.

5.5.2.6 The fire Standby shall be a professional fire fighter with a Fire Fighter 1 and 2 professional qualifications.

5.6. APPLICABLE CODES AND STANDARDS

The *works* shall be designed, fabricated, erected and installed as a minimum, in strict compliance with the following codes, standard and specifications:

Table 1 below: Applicable Codes and Standards

Code/ Standard	Revision	Description
OHS Act	Act 85 / 1993	Occupational Health and Safety Act and Regulations as amended
SANS 1200	Latest Edition	Standardized specifications for civil engineering construction
SANS 2001	Latest Edition	Construction works
ISO 9001	2008	Quality Management

ASME B31.4	2016	Pipeline Transportation for Liquid Hydrocarbons and Slurries
API 1104	2013 21st Edition, Includes Errata 1 (2013), Errata 2 (2014), Errata 3 (2014), Errata 4 (2015), Errata 5 (2018) and Addendum 1 (2014), Addendum 2 (2016)	Welding of Pipelines and Related Facilities
ASME B36.10M	2018	Welded and Seamless Wrought Steel Pipe
ASME B16.5	2017	Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24 Metric/Inch Standard
ASTM A106	2014	Standard Specification for Seamless Carbon Steel Pipe for High-Temperature Service
ASTM A105	2019	Standard Specification for Carbon Steel Forgings for Piping Application
ASTM A193	2018	Standard Specification for Alloy-Steel and Stainless Steel Bolting for High Temperature or High Pressure Service and Other Special Purpose Applications
ASTM A194	2017	Standard Specification For Carbon Steel, Alloy Steel, And Stainless Steel Nuts For Bolts For High Pressure Or High Temperature Service, Or Both
SANS 1431	2018	Weldable structural steels
ASME B16.20	2019	Metallic Gaskets for Pipe Flanges
API RP 520 Part 1	2014	Sizing, Selection, and Installation of Pressure-relieving Devices, Part I - Sizing and Selection, Ninth Edition
API RP 697	2023	Repair of centrifugal pumps for the petroleum, petrochemical and natural gas industry
API 610	2021	Centrifugal Pumps for Petroleum, Petrochemical, and Natural Gas Industries
API 6D	25 th edition	Valves for petroleum transportation

SANS 10142 Part 1	2017	The wiring of Premises Part 1: Low-voltage installations
SANS 10086	2014	Installation, inspection and maintenance of equipment used in explosive atmospheres
SANS 1019	2014	Standard Voltages, Currents and Insulation levels for Electricity Supply
SANS 10089 Part 1	2008	The petroleum industry Part 1: Storage and distribution of petroleum products in above-ground bulk installations
SANS 10089 Part 2	2017	The petroleum industry – Part 2: Electrical and other installations in the distribution and marketing sector
SANS 10199	2016	Design and installation of earth electrodes
SANS 10292	2013	Earthing of Low Voltage Distribution System
SANS 60079 (IEC 60079)	2014 (2013)	Explosive atmospheres

6. REFURBISHMENT OF MAINLINE CRUDE PUMPS SCOPE

6.1 Each pump will be isolated, drained and unbolted from the manifold by Transnet Pipelines technicians. Lifting, rigging and transportation of the pumps to and from the Transnet Pumpstation will be done by the *Contractor*. Each pump weighs a maximum of 5 tons and will require a crane mounted truck with approx. 10m reach to remove and re-install each pump from its current location on majority of the sites. The *Contractor* will, at their workshop:

- 6.1.1 Strip and assess the entire pump and components for defects and wear.
- 6.1.2 Issue a full report for each pump and its components including casing assessment to the TPL rotating specialist to review.
- 6.1.3 TPL specialist will conduct a site inspection at the *Contractor* workshop of the stripped pump and confirm refurbishment plan presented by the *Contractor* including all components to be either repaired or replaced with new, before repairs and assembly takes place.
- 6.1.4 Pressure test certificate to be issued for each pump. To Ensure zero casing leakage on the gasket.
- 6.1.5 Repair/ refurbish the pump fully with new components (impellers, wear rings, bushes, bearings, seals, gaskets etc so when the pump is placed back in service it operates as per its nameplate capacity.
- 6.1.6 Pump performance testing certificate will be done for each pump that is refurbished stating that it will achieve the specified pressure and flowrate to ensure pumps operate correctly in its final operating position as per name plate information. If

they cannot carry out adequate performance testing at their facility, the *Contractor* must make arrangements with a facility that can accommodate TPL pumps.

- 6.1.7 If the *Contractor* don't have suitable motors, TPL may be able to provide the motors for testing purposes. Transportation and storage of the TPL free issue motors will be done by the *Contractor*. Where no motors are available, the *Contractor* to propose an approved alternative form of performance testing.
- 6.1.8 Original pump curves can be supplied to the *Contractor*.
- 6.1.9 All old pump components that are removed and replaced with new components by the *Contractor*, will be issued back to TPL to assess and keep as stock if requested by TPL.
- 6.1.10 All new components manufactured and not used in the refurbishment process will be issued to TPL to keep as stock as well.
- 6.1.11 All repairs and assembly of the pumps will be carried out by the *Contractor* as outlined below. Additional works not listed must be listed by the *Contractor* as an annexure. Each pump refurbishment will differ due to defects found or not found; therefore the *Contractor* must price for full refurbishment of each pump with all new components. The attached pricing schedule will only show total cost for refurbishing each size of pump taking into account all labour, performance testing installation and commissioning activities to ensure pump is refurbished back to like new state and returned to operation.
- 6.1.12 Should any of the pump internal components still be in a good condition and not require replacement, TPL may opt to not receive the components and realize a cost saving instead of the components be issued to TPL.

6.2 2 STAGE PUMP REFURBISHMENT

- 6.2.1 The *Contractor* will collect each pump to be refurbished, from the TPL operational depot, including lifting the pump off the base. TPL mechanical staff will make safe and unbolt from the manifold.
- 6.2.2 Strip pump and shaft, assess components and casing, send report to TPL stating replace or repair components.
- 6.2.3 Re-assembly of shaft and pump will include but not limited to the following:
 - 6.2.3.1 Hard chrome, grind shaft and repair damaged threads.
 - 6.2.3.2 Machine and line-bore pump casing where required.
 - 6.2.3.3 Bronze or stainless steel impellers.
 - 6.2.3.3.1 Replace with 2 new impellers.
 - 6.2.3.3.2 Re-use existing impellers.
 - 6.2.3.4 Replace 2 x large eye case wear ring.
 - 6.2.3.5 Replace 2 x large eye impeller wear ring.
 - 6.2.3.6 Replace 1 x center stage piece.
 - 6.2.3.7 Replace 2 x impeller stage piece.
 - 6.2.3.8 Replace 1 x balance sleeve on shaft.
 - 6.2.3.9 Replace 1 x stage-piece balance in casing.
 - 6.2.3.10 Replace 2 x throat bushes.
 - 6.2.3.11 Repair 2 x white metal bearings new.
 - 6.2.3.12 Replace 2 x new 7311/7409 thrust bearings.
 - 6.2.3.13 Refurbish 2 x mechanical seals (Burgmann or Flowserve).
 - 6.2.3.14 Replace 1 x coupling and hub including bolt set and lock washer and nut new.

- 6.2.3.15 Machine all wear ring clearances.
- 6.2.3.16 Balance completely assembled and machined shaft to 2960rpm (include coupling shaft hub).
- 6.2.3.17 Clean, repair or replace 2 x cyclone separators.
- 6.2.3.18 Clean, repair or replace 2 x cyclone separator sight glasses.
- 6.2.3.19 Replace 1 x cyclone hydraulic piping set approx. 12m including hydraulic fittings.
- 6.2.3.20 Replace 8 x bearing housing bolts.
- 6.2.3.21 Replace 14 x bearing housing cap head screws.
- 6.2.3.22 Replace 8 x bearing housing dowel pins.
- 6.2.3.23 Replace 1 x thrust bearing nut.
- 6.2.3.24 Paint pump casing as per TPL painting spec PL407.
- 6.2.3.25 2 x lube oil emergency bulbs.
- 6.2.3.26 2 x fans.
- 6.2.3.27 Replace 2 x fans covers and bolts.
- 6.2.3.28 Replace 2 x bearing housing breather vents.
- 6.2.3.29 Replace 3 x bearing housing oil deflectors - brass.
- 6.2.3.30 Replace 1 x horizontal casing gasket.
- 6.2.3.31 Conduct 1 x pressure testing of pump casing and seals.
- 6.2.3.32 Conduct 1 x performance test of the pump. Bearing temperatures and vibration levels.
- 6.2.3.33 The *Contractor* to transport pump back to the TPL operational depot and lift into place. TPL mechanical staff will make safe and bolt pump back into place.
- 6.2.3.34 The *Contractor* will conduct laser alignment and commissioning onsite and issue commissioning report signed off by TPL.

6.3 3 STAGE PUMP REFURBISHMENT

- 6.3.1 The *Contractor* will collect each pump to be refurbished, from the TPL operational depot, including lifting the pump off the base. TPL mechanical staff will make safe and unbolt from the manifold.
- 6.3.2 Strip pump and shaft, assess components and casing, send report to TPL stating replace or repair components.
- 6.3.3 Re-assemble shaft and pump including but not limited to the following:
 - 6.3.3.1 Hard chrome, grind shaft and repair damaged threads.
 - 6.3.3.2 Machine and line-bore pump casing where required.
 - 6.3.3.3 Bronze or stainless steel impellers.
 - 6.3.3.3.1 Replace with 3 new impellers.
 - 6.3.3.3.2 Re-use existing impellers.
 - 6.3.3.4 Replace 4 x large eye case wear ring.
 - 6.3.3.5 Replace 4 x large eye impeller wear ring.
 - 6.3.3.6 Replace 1 x center stage piece.
 - 6.3.3.7 Replace 2 x impeller stage piece.
 - 6.3.3.8 Replace 1 x balance sleeve on shaft.
 - 6.3.3.9 Replace 1 x stage piece balance in casing.
 - 6.3.3.10 Replace 1 x intermediate balance sleeve on shaft.
 - 6.3.3.11 Replace 1 x intermediate stage-piece balance in casing.

- 6.3.3.12 Replace 2 x throat bushes.
- 6.3.3.13 Repair 2 x white metal bearings new.
- 6.3.3.14 Replace 2 x 7311/7409 new thrust bearings.
- 6.3.3.15 Refurbish 2 x mechanical seals (Burgmann or Flowserve).
- 6.3.3.16 Replace 1 x coupling and hub including bolt set and lock washer and nut new.
- 6.3.3.17 Machine all wear ring clearances.
- 6.3.3.18 Balance completely assembled and machined shaft to 2960rpm.
- 6.3.3.19 Clean, repair or replace 2 x cyclone separators.
- 6.3.3.20 Clean, repair or replace 2 x cyclone separator sight glasses.
- 6.3.3.21 Replace 1 x cyclone hydraulic piping set approx. 12m including hydraulic fittings.
- 6.3.3.22 Replace 8 x bearing housing bolts.
- 6.3.3.23 Replace 14 x bearing housing cap head screws.
- 6.3.3.24 Replace 8 x bearing housing dowel pins.
- 6.3.3.25 Replace 1 x thrust bearing nut.
- 6.3.3.26 Paint pump casing as per TPL painting spec PL407.
- 6.3.3.27 2 x lube oil emergency bulbs.
- 6.3.3.28 2 x fans.
- 6.3.3.29 Replace 2 x fans covers and bolts.
- 6.3.3.30 Replace 2 x bearing housing breather vents.
- 6.3.3.31 Replace 3 x bearing housing oil deflectors - brass.
- 6.3.3.32 Replace 1 x horizontal casing gasket.
- 6.3.3.33 Conduct 1 x pressure testing of pump casing and seals.
- 6.3.3.34 Conduct 1 x performance test of the pump. Bearing temperatures and vibration levels.
- 6.3.3.35 The *Contractor* to transport pump back to the TPL operational depot and lift into place. TPL mechanical staff will make safe and bolt pump back into place.
- 6.3.3.36 The *Contractor* will conduct laser alignment and commissioning onsite and issue commissioning report signed off by TPL.

6.4 4 STAGE PUMP REFURBISHMENT

- 6.4.1 The *Contractor* to collect each pump to be refurbished, from the TPL operational depot, including lifting the pump off the base. TPL mechanical staff will make safe and unbolt from the manifold.
- 6.4.2 Strip pump and shaft, assess components and casing, send report to TPL stating replace or repair components.
- 6.4.3 Re-assemble shaft and pump including but not limited to the following:
 - 6.4.3.1 Hard chrome and grind shaft and repair damaged threads.
 - 6.4.3.2 Machine and line-bore pump casing where required.
 - 6.4.3.3 Bronze or stainless steel impellers.
 - 6.4.3.3.1 Replace with 4 new impellers.
 - 6.4.3.3.2 Re-use existing impellers.
 - 6.4.3.4 Replace 4 x large eye case wear ring.
 - 6.4.3.5 Replace 4 x large eye impeller wear ring.
 - 6.4.3.6 Replace 2 x small eye case wear ring.
 - 6.4.3.7 Replace 2 x small eye impeller wear ring.
 - 6.4.3.8 Replace 1 x center stage piece.
 - 6.4.3.9 Replace 2 x impeller stage piece.

- 6.4.3.10 Replace 1 x balance sleeve on shaft.
- 6.4.3.11 Replace 1 x stage-piece balance in casing.
- 6.4.3.12 Replace 2 x throat bushes.
- 6.4.3.13 Repair 2 x white metal bearings new.
- 6.4.3.14 Replace 2 x new 7311/7409 thrust bearings.
- 6.4.3.15 Refurbish 2 x mechanical seals. (Burgmann or Flowserve)
- 6.4.3.16 Replace 1 x coupling and hub including bolt set and lock washer and nut new.
- 6.4.3.17 Machine all wear ring clearances.
- 6.4.3.18 Balance completely assembled and machined shaft to 2960rpm.
- 6.4.3.19 Clean, repair or replace 2 x cyclone separators.
- 6.4.3.20 Clean, repair or replace 2 x cyclone separator sight glasses.
- 6.4.3.21 Replace 1 x cyclone hydraulic piping set approx. 12m including hydraulic fittings.
- 6.4.3.22 Replace 8 x bearing housing bolts.
- 6.4.3.23 Replace 14 x bearing housing cap head screws.
- 6.4.3.24 Replace 8 x bearing housing dowel pins.
- 6.4.3.25 Replace 1 x thrust bearing nut.
- 6.4.3.26 Paint pump casing as per TPL painting spec PL407.
- 6.4.3.27 2 x lube oil emergency bulbs.
- 6.4.3.28 2 x fans.
- 6.4.3.29 Replace 2 x fans covers and bolts.
- 6.4.3.30 Replace 2 x bearing housing breather vents.
- 6.4.3.31 Replace 3 x bearing housing oil deflectors - brass.
- 6.4.3.32 Replace 1 x horizontal casing gasket.
- 6.4.3.33 Conduct 1 x pressure testing of pump casing and seals.
- 6.4.3.34 Conduct 1 x performance test of the pump. Bearing temperatures and vibration levels.
- 6.4.3.35 The *Contractor* to transport pump back to the TPL operational depot and lift into place. TPL mechanical staff will make safe and bolt pump back into place.
- 6.4.3.36 Conduct laser alignment and commissioning onsite and issue commissioning report signed off by TPL.

6.5 SITE ESTABLISHMENT FOR REFURBISHED PUMPS

There will be no requirement for site establishment for the removal and re-installation of the refurbished pumps. Installation of 1 pump should take less than 8 hours to complete, including install, laser alignment and commissioning period of 4 hours. Removal of the pump will take approx. 2-3 hours.

7 COMPONENT BREAKDOWN GUIDE

This serves as a guide to provide a cost breakdown of each component per pump. The *Contractor* may add items to the list as required and must be clearly stipulated.

Table 2 below:

2, 3 and 4 STAGE BYRON JACKSON OLD SERIES PUMP – Bronze INTERNALS
(DVMX 8x10x13 spec)

1.	Hard chrome and grind shaft, repair damaged shaft threads. 2 stage 3 stage 4 stage
2.	New standard impeller 13" – bronze.
3.	New large eye case wear ring - bronze
4.	New large eye impeller wear ring - bronze
5.	New small eye impeller wear ring - bronze
6.	New small eye case wear ring
7.	New center stage piece – bronze
8.	New impeller stage piece - bronze
9.	New balance sleeve on shaft - stainless
10.	New stage-piece balance in casing - stainless
11.	intermediate balance sleeve on shaft - bronze
12.	Intermediate stage-piece balance in casing - bronze
13.	throat bush - bronze
14.	New Radial white metal bearing – 76.2mm shaft size.
15.	New angular contact thrust bearing set of 2 – 7409 BCBM SERIES C3
16.	Refurbish existing Flowserve mechanical seal - No UC 3250 - Drawing No A1N01006 Rev C
17.	New Kopflex series 3.5H coupling and hub including bolt set, lock washer and nut – size 3 ½ ". Machine to suit shaft taper and keyway.

18.	Machining of clearances on wear ring landings 4 stage machining 3 stage machining 2 stage machining
19.	Dynamic balancing of refurbished shaft to 2960rpm: 2 stage shaft balancing 3 stage shaft balancing 4 stage shaft balancing
20.	New cyclone separator – ½ “ NPT ports
21.	New high pressure cyclone separator sight glass – ½ “ NPT ports.
22.	New cyclone separator hydraulic piping set – 22mmOD Hydraulic fittings: Elbow connector – WE15L ½”NPT Straight connector – GE15L ½”NPT T-piece - T15L Pipe to pipe connector – G15L Socket pipe to pipe – 08GGS Reducer bush – ¾”- ½” NPT PTR1208
23.	New bolt set for bearing housing to pump - set of 8 – ¾” NC x 2”
24.	New cap head screws - bearing housing top cover - set of 10 – 5/8” NC x 1 1/8”
25.	New bearing housing taper dowel pins manufactured to suit housing set of 8
26.	New cap screw end cover bolt set of 4 – ½”NC x ¾”
27.	New thrust bearing nut and lock grub screw
28.	New lube oil level bulb – ¼ “ NPT
29.	New bearing housing fan – as sample

30.	New fan cover and bolt set – as sample
31.	New bearing housing breather vent – ½ “ NPT
32.	New bearing housing oil deflector - bronze
33.	Apply TPL painting spec PL407

2,3 AND 4 STAGE BYRON JACKSON NEW SERIES PUMP and SULZER BOOSTER PUMPS– STAINLESS INTERNALS(DVMX 8X10X13 SPEC)

1.	Hard chrome and grind shaft, repair damaged threads. 2 stage. 3 stage 4 stage
2.	New standard 13” impeller – stainless steel
3.	New large eye case wear ring – stainless steel
4.	New large eye impeller wear ring – stainless steel
5.	New small eye impeller wear ring – stainless steel
6.	New small eye casing wear ring – stainless steel
7.	New center stage piece – stainless steel
8.	New impeller stage piece – stainless steel
9.	New balance sleeve on shaft – stainless steel
10.	New stage-piece balance in casing – stainless steel
11.	intermediate balance sleeve on shaft – stainless steel
12.	Intermediate stage-piece balance in casing – stainless steel

13.	throat bush
14.	New Radial white metal bearing Diameter - 88.9mm SULZER Diameter - 75.95mm BJ
15.	New thrust bearing set of 2 each: 7311 7409 7315
16.	Refurbish existing Eagle Burgmann cartridge Mechanical seal - SHV2/117-E2 AQ22VGG
17.	Refurbish existing Flowserve cartridge Mechanical seal – seal type UO4000 SNL
18.	New kopflex series 3.5 H - coupling and hub including bolt set, lock washer and nut – size 3 ½” and machine to suit pump shaft taper and keyway.
19.	Machining of clearances on wear ring landings 2 stage machining 3 stage machining 4 stage machining
20.	Dynamic balancing of refurbished shaft to 2960rpm: 2 stage shaft balancing 3 stage shaft balancing 4 stage shaft balancing
21.	New cyclone separator – ½ “ NPT ports
22.	New high pressure cyclone separator sight glass – ½” NPT ports
23.	New cyclone separator hydraulic piping set – 22mmOD Hydraulic fittings: Elbow connector – WE15L ½”NPT Straight connector – GE15L ½”NPT T-piece - T15L

	Pipe to pipe connector – G15L Socket pipe to pipe – 08GGS Reducer bush – ¾” - ½” NPT PTR1208
24.	New bearing housing to casing bolt set of 8 – ¾”NC x 2”
25.	New bearing housing cap head screw set of 14 – 5/8” NC x 1 ½”
26.	New bearing housing taper dowel pins manufactured to suit housing set of 8
27.	New thrust bearing nut and lock grub screw
28.	New lube oil emergency bulb
29.	New bearing housing breather vent – ½” NPT fitting
30.	New oil ring – brass – OD-135, ID-124, THK 6mm
31.	New bearing housing oil deflector - brass
32.	Apply TPL painting Spec PL407
33.	Pump performance test
34.	Commissioning of pump on site

8 BRAND NAME PUMPS ON THE CRUDE NETWORK – DRAWING ANNEXURES FOR INFORMATION

- 8.1 8 OFF Byron Jackson 8x10x13 (old series – bronze internals – Borg Warner)- 2, 3, 4 & 4 stage pumps.(DOL) – 2 depots - Durban and Quagga **(Annexure A Drawings)**
- 8.2 2 OFF Byron Jackson 18KXH 3 stage VMT – vertical spindle pump. (DOL) – 1 depot – Durban. **(Annexure D Drawings)**
- 8.3 16 OFF Byron Jackson 8x10x13 DVMX (new series – stainless steel internals) - 2, 3, 4 & 4 stage pumps. (DOL) – 4 depots – Hillcrest, Howick, Ladysmith and New Castle. **(Annexure B Drawings)**
- 8.4 5 OFF Sulzer 10x10x13.5 MSD – 3 OR 4 stage pump. (VSD driven) – 5 depots – Mngeni, Duzi, Mooi River, Fort Mistake and Wilge. **(Annexure C Drawings)**

9 ORIGINAL PUMP NAMEPLATE INFORMATION

9.1 VERTICAL SPINDLE – BYRON JACKSON BRONZE IMPELLERS

- 9.1.1 3 Stage Vertical Spindle VMT Byron Jackson pump – Capacity = 2800 imp gallons(636m³h), Head = 275 feet, RPM = 1450, Efficiency = 84%(water).
- 9.1.2 Motor sizing shown below in table 1.
- 9.1.3 Suction and discharge Nozzle flanges are ASME B16.5 class 150#
- 9.1.4 Double casing – Diffuser – VMT – VS6

9.2 OLD SERIES – BYRON JACKSON BRONZE IMPELLERS

- 9.2.1 2 Stage Byron Jackson Old series pump – Capacity = 3360GPM, RPM = 2965 DOL, 648 BHP, differential pressure = 275 PSI, Specific Gravity – 0.861.
- 9.2.2 3 Stage Byron Jackson Old series pump – Capacity = 3360GPM, RPM = 2965 DOL, 962BHP, differential pressure = 410 PSI, Specific Gravity – 0.861.
- 9.2.3 4 Stage Byron Jackson Old series pump – Capacity = 3360GPM, RPM = 2965 DOL, 1275BHP, differential pressure = 550 PSI, Specific Gravity – 0.861.
- 9.2.4 Motor sizing shown below on table 1.
- 9.2.5 Suction and discharge Nozzle flanges are ASME B16.5 class 600#
- 9.2.6 Pumps casings are horizontally split – BB1 and BB3.

9.3 NEW SERIES – BYRON JACKSON STAINLESS STEEL IMPELLERS

- 9.3.1 2 Stage Byron Jackson New series pump - Capacity = 870m³h, Head = 235m, RPM = 2980 Variable, MAWP = 102 Bar, Efficiency = 82.5%
- 9.3.2 3 Stage Byron Jackson New series pump - Capacity = 870m³h, Head = 352m, RPM = 2980 DOL, MAWP = 102 Bar, Efficiency = 82.5%
- 9.3.3 4 Stage Byron Jackson New series pump - Capacity = 870m³h, Head = 469m, RPM = 2980 DOL, MAWP = 102 Bar, Efficiency = 82.5%
- 9.3.4 Motor sizing shown in table 1.
- 9.3.5 Suction and discharge Nozzle flanges are ASME B16.5 class 600#.
- 9.3.6 Pumps casings are horizontally split – BB1 and BB3.

9.4 SULZER PUMPS – STAINLESS STEEL IMPELLERS

- 9.4.1 3 Stage Sulzer pump – Capacity = 843m³h, Head = 406m, RPM = 2965 Variable, MAWP = 102 Bar, Efficiency = 84-81%
- 9.4.2 4 Stage Sulzer pump - Capacity = 843m³h, Head = 460m, RPM = 2965 Variable, MAWP = 102 Bar, Efficiency = 84-81%
- 9.4.3 Motor sizing shown below in table 1.
- 9.4.4 Suction and discharge Nozzle flanges are ASME B16.5 class 600#
- 9.4.5 Pumps casings are horizontally split – BB3.

10 MECHANICAL SEALS ON CRUDE NETWORK

- 10.1 Byron Jackson Old series pump – Flowserve (Borg Warner), Seal plan 31 System.
- 10.2 Byron Jackson New series pump – Eagle Burgmann, Seal plan 31 System.
- 10.3 3 stage Byron Jackson vertical Byron spindle - Flowserve Seal (Borg Warner), Seal plan 11 system.
- 10.4 Sulzer MSD pumps – UO 4000 Flowserve, seal plan 31 system.

11 PUMP IDENTIFICATION, WORK REQUIRED AND LOCATION

Table. 3 below.

DEPOT	PUMP NUMBER	NUMBER OF STAGES	MOTOR SIZE	WORKS REQUIRED TO BE PERFORMED	LOCATION – address/ longitude, latitude
Durban pumpstation	P01 – Bryon Jackson old series 8x10x13	3 STAGE	• 944KW	• Replace	Cnr Abadan & Sumatra Rd, Island View – within the Harbour Cutler Complex.
	P02 - Bryon Jackson old series 8x10x13	2 STAGE	• 629KW	• Replace	
	P03 - Bryon Jackson old series 8x10x13	4 STAGE	• 1257KW	• Replace	
	P04 - Bryon Jackson old series 8x10x13	4 STAGE	• 1257KW	• Replace	
	P08 – Byron Jackson VMT vertical spindle	VERTICAL SPINDLE 3 STAGE	• 275KW	• Replace	
	P09 – Byron Jackson VMT vertical spindle	VERTICAL SPINDLE 3 STAGE	• 275KW	• Replace	
Mngeni Booster station	P01 – Sulzer 10x10x13.5 MSD	3 STAGE	• 1289KW	• Refurbish	30.80995373 -29.82260542 – Near Marianhill Toll plaza, Mahogany Ridge, Westmead.
Hillcrest Pump station	P01 – Byron Jackson new series 8x10x13 DVMX	2 STAGE	• 821KW	• Refurbish	43 Shongweni Rd (towards M13), Hillcrest – next door to Plantations estate.
	P02 - Byron Jackson new series 8x10x13 DVMX	3 STAGE	• 1257KW	• Refurbish	
	P03 - Byron Jackson new series 8x10x13 DVMX	4 STAGE	• 1576KW	• Refurbish	
	P04 - Byron Jackson new series 8x10x13 DVMX	4 STAGE	• 1576KW	• Refurbish	
Duzi Booster station	P01 – Sulzer 10x10x13.5 MSD	3 STAGE	• 1289KW	• Refurbish	30.37169394 -29.53273097. near Albert Falls Dam area, Pietermaritzburg.
Howick Pump station	P01 – Byron Jackson new series 8x10x13 DVMX	2 STAGE	• 821KW	• Refurbish	Old Main Road (North), Tweedie off ramp, Howick (opposite nursery)
	P02 - Byron Jackson new series 8x10x13 DVMX	3 STAGE	• 1257KW	• Refurbish	

	P03 - Byron Jackson new series 8x10x13 DVMX	4 STAGE	• 1576KW	• Refurbish	
	P04 - Byron Jackson new series 8x10x13 DVMX	4 STAGE	• 1576KW	• Refurbish	
Mooi River Booster station	P01 – Sulzer 10x10x13.5 MSD	3 STAGE	• 1289KW	• Refurbish	30.02593506 -29.15797273. approx. 10km past the Mooi river toll Plaza
Ladysmith Pump station	P01 – Byron Jackson new series 8x10x13 DVMX	2 STAGE	• 821KW	• Refurbish	3 HYDE ROAD, LADYSMITH
	P02 - Byron Jackson new series 8x10x13 DVMX	3 STAGE	• 1257KW	• Refurbish	
	P03 - Byron Jackson new series 8x10x13 DVMX	4 STAGE	• 1576KW	• Refurbish	
	P04 - Byron Jackson new series 8x10x13 DVMX	4 STAGE	• 1576KW	• Refurbish	
Fort Mistake Booster station	P01 – Sulzer 10x10x13.5 MSD	3 STAGE	• 1289KW	• Refurbish	29.96273960 -28.18590814. 46km past Ladysmith on the N11 towards New castle.
Newcastle Pump station	P01 – Byron Jackson new series 8x10x13 DVMX	2 STAGE	• 821KW	• Refurbish	56 Marconi Street, Riverside Industrial, Newcastle 29.99436357 -27.74070103
	P02 - Byron Jackson new series 8x10x13 DVMX	3 STAGE	• 1257KW	• Refurbish	
	P03 - Byron Jackson new series 8x10x13 DVMX	4 STAGE	• 1576KW	• Refurbish	
	P04 - Byron Jackson new series 8x10x13 DVMX	4 STAGE	• 1576KW	• Refurbish	
Quagga Pump station	P01 – Bryon Jackson old series 8x10x13	3 STAGE	• 944KW	• Refurbish	Farm Road (P213) 29.75147325 -27.50850757
	P02 - Bryon Jackson old series 8x10x13	2 STAGE	• 629KW	• Refurbish	
	P03 - Bryon Jackson old series 8x10x13	4 STAGE	• 1257KW	• Refurbish	
	P04 - Bryon Jackson old series 8x10x13	4 STAGE	• 1257KW	• Refurbish	
Wilge Booster station	P01 – Sulzer 10x10x13.5 MSD	4 STAGE	• 1576KW	• Refurbish	28.39002936 -27.22942872. farm land near Frankfort area.
TOTAL	31 OPERATIONAL PUMPS				

12 COMPULSORY SITE BRIEFING

It is compulsory for any company bidding to provide services to refurbish and replace API 610 pumps for Transnet Pipelines, to attend a site briefing to fully understand the scope as outlined above with reference to multi-stage high pressure petroleum pumps. Site visit will be conducted at Durban

pump station, Cnr Abadan & Sumatra Rd, Island View – within the Harbour Cutler Complex, to view mainline horizontally split multi stage pumps as well as the vertical spindle Byron Jackson booster pumps in operation to have a view of how the manifolds are setup to understand Transnet pipelines operations. In order to attend the briefing session you will need to provide ID numbers of all parties attending the briefing atleast 3 days before the briefing is held. ID numbers can be sent to the procurement officer responsible for this tender. Access permit to be collected at the Cutler permit office on the day of the site briefing.

13 ADDITIONAL INFORMATION

- 13.1 The *Contractor* to include additional information/activities not listed on the Replace and Refurbish scope above as an annexure.
- 13.2 Transnet Pipelines will provide available GA drawings for casings, shafts, wear-rings, etc which are currently on hand.
- 13.3 The *Contractor* will be responsible to reverse engineer any components that do not have drawings provided by Transnet Pipelines.
- 13.4 Each pump Refurbishment will be unique due to the nature of each pump and defects found during the stripping and assessment process.
- 13.5 The *Contractor* to provide on-job training and exposure of the repair process in their workshop to TPL mechanical artisans while refurbishing TPL pumps, taking them through the whole process from stripping, making new components and through the assembly of pumps and testing them. This can be done over various stages throughout the project.
- 13.6 Document pack per refurbished pump to be issued to TPL including the following:
 - 13.6.1 Initial stripping report and defective components.
 - 13.6.2 Repair methodology to bring pump back to original design capacity.
 - 13.6.3 All material certificates and reports for new impellers, wear rings and other components, shaft centralizing, wear ring clearances, bearing clearance, end float.
 - 13.6.4 All calculations and simulations to prove impeller size, flow rate and pressure capabilities.
 - 13.6.5 Pump test results supplied to TPL:
 - 13.6.6 Hydrostatic test – witnessed by TPL.
 - 13.6.7 Performance test – Witnessed by TPL.
 - 13.6.8 Vibration test – witnessed by TPL.
 - 13.6.9 NPSH test – witnessed by TPL.
 - 13.6.10 Pump test curves issued to TPL.
- 13.7 The specified tests shall be repeated as often as may be necessary to obtain satisfactory results and, for such repeated tests, the *Contractor* shall bear the additional costs of the inspector's fees and travelling expenses as well as all other costs associated with the tests.
- 13.8 Shaft balancing report.
- 13.9 Pump casing machining and line-boring report.
- 13.10 Quality Control Plan to be developed by the *Contractor* and signed off by Transnet Pipeline rotating specialist for the full pump refurbishment process.

14 HEALTH AND SAFETY

- 14.1 The service provider shall at all times comply with Safety, Health and Environmental requirements prescribed by the relevant legislation as well as the Transnet Contractor Management Procedure (TIMS-GRP-PROC-014) as they may apply to the scope of services for installation of new pumps, modifications where required as well as refurbished pump installation along the pipeline network. The service provider shall comply with the provisions of the Occupational Health and Safety Act, 85 of 1993 and relevant regulations as amended. The service provider performs duties of the employer and is in every respect responsible for compliance with the provisions of the act. The service provider will be responsible for the safety, health and environmental rules that TPL may require to be implemented. The service provider shall ensure that no employees or persons working on his/her behalf are allowed to enter any Transnet Pipelines site, unless that employee or person has undergone safety, health and environmental induction pertaining to the hazards prevalent to the site at the time of entry. The service provider shall ensure that all employees working on site have valid medical certificates of fitness specific to the scope of work to be performed and issued by an occupational health practitioner. Before establishing or entering any Transnet site, the contractor shall submit a Safety, Health and Environmental Compliance file for review and approval by Transnet Pipelines. The submission requirements will be aligned to the scope of services of the contractor.
- 14.2 A full safety file will be submitted by the *Contractor* and approved by TPL health and safety department before any onsite works commences, including any sub-contractors safety files that will be required to work on TPL sites.
- 14.3 Baseline risk assessment attached as Annexure F.

15 INSTALLATION AND COMMISSIONING.

- 15.1 Installed pumps must be aligned by the *Contractor* using their own calibrated laser alignment machine.
- 15.2 Tolerance of alignment to be less than 0.2mm total run out for a machine operating at 2960rpm. Print out of the final alignment to be attached to commissioning data pack.
- 15.3 The *Contractor* to supply the correct shims for the motors connected to the pump. The motor is the prime mover.
- 15.4 Vibration and temperature levels to be monitored by the *Contractor* for a period of 4 hours per pump installation to ensure temperature levels normalize. The vibration level of an installed refurbished pump must be below 3.0 mm/s absolute value, this value can be seen on the SCADA system at each TPL site and must be measured and verified with a handheld vibration scanner supplied by the *Contractor*. Optimal operating temperature of the radial white meatal bearings is between 50-65 degrees. Maximum levels are 80 degrees Celsius alarm level and 85 degrees Celsius trip level and can be viewed on the TPL onsite SCADA system at each of the depots as well as handheld temperature sensor read out. Vibration and Temperature reading report to be attached to the commissioning data pack.
- 15.5 Vibration and temperature levels out of normal limits must be assessed onsite and rectified before commissioning can be signed off and completed. If levels cannot be

- rectified on site, pump must be removed from site by The *Contractor* and taken back to workshop and repaired at their own cost.
- 15.6 Transnet pipelines will only accept Zero leakage from the pump casing. Any pump casing leakage recorded during commissioning will require pump to be removed from site by the *Contractor* and repaired in their workshop at their own cost.
 - 15.7 Mechanical seals may leak at a maximum rate of 20 drops per minute while running, more than the stipulated leak rate will require repair onsite. If repairs onsite are not successful, the pump will be removed from site by the *Contractor* and be repaired at their workshop at their own cost.
 - 15.8 Any rework onsite or the pump is required to be taken back to the *Contractor* workshop will be for the *Contractors* account and not Transnet Pipelines.
 - 15.9 The *Contractor* to allow for Onsite installation and commissioning training to be given to the TPL mechanical artisans with regards to alignment, vibration and bearing temperature monitoring to ensure safe and reliable operation of the pump set.
 - 15.10 Commissioning report for onsite installation, laser alignment and monitoring data. Vibration, temperature levels, pressure and flow rate achieved while in operation. Onsite anomalies to be noted and rectified, data to be captured.
 - 15.11 Final sign off sheet by the *Contractor* commissioning technician and TPL Rotating Specialist.

16 PROJECT SCHEDULE

- 16.1 TPL will free issue 5 non-operational pumps that are currently stored in the stores at Pinetown workshop that require refurbishment (2, 3 and 4 stage pumps for old series and new series). These 5 pumps will be refurbished by the *Contractor* and be ready to install 1 pump at a time at the respective depots, starting with Hillcrest and Quagga.
- 16.2 Refurbishing this set of pumps upfront will aid in reducing the impact on the operation of the crude pipeline network. Once 3 pumps have been refurbished and are ready to be installed(the 2, 3 and 4 stage pumps), they will be delivered to the required site, installed, and commissioned. The 2nd 4 stage pump will be removed once the first 4 stage pump has been installed and operating correctly, therefore not impacting the crude pipeline operations. The *Contractor* may refine this approach in their method statement to reduce transport and labour costs in order to reduce the overall schedule and cost save on the project.
- 16.3 Vertical booster pump sets at Durban will be replaced one at a time in order to reduce impact to the operation of the crude pipeline. The first pump set will be installed and run continuously for a 5 day period to ensure correct operation, thereafter the second pump set can be installed.
- 16.4 The 2 Spare Sulzer booster pumps will be issued to the *Contractor* to refurbish upfront. Once the first pump is ready it will be installed and commissioned. The pump that is removed from operation will then be then sent for refurbishment and continue as such on a rolling basis.
- 16.5 The new Durban mainline pumps will be replaced one pump at a time to ensure each pump is operating correctly and for a stipulated 5 days continuous running period before the next pump is installed. This is to ensure that the operation of the crude pipeline is not impacted. Should piping modifications be required, TPL may require to shutdown the pipeline to conduct these modifications and must be clearly shown on the schedule.

17 OBLIGATIONS IN RESPECT OF THE CSDG GOALS(Z9):

17.1 **Z9.1** It is a fundamental condition of contract that the tenderer meet the required CSDG goals as stated in the RFP.

17.2 **Z9.1.1** Compliance with requirements

The *Contractor* shall:

- A. within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged.
- B. at intervals not exceeding three (3) months, submit to the *Employer's* representative interim contract compliance training reports; and
- C. shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the employer's representative a final contract compliance training report.

17.3 **Z9.1.2** It is the responsibility of the *Contractor* to ensure that all CSDG goals and compliance requirements are satisfied.

17.4 **Z9.1.3** It is the responsibility of the *Contractor* to notify the Employer of any changes to agreed upon CSDG goals.

17.5 **Z9.1.4** In the event that the *Contractor* fails to provide reasonable explanation to the employer for any failure to achieve the contract participation goal, the sanctions as agreed in the contract shall apply.

17.6 **Z9.1.5** The *Employer* has the right to withhold payment in respect of the main offer, should the *Contractor* default on the implementation of achieving the CSDG goals. In such an instance the value of the payment withheld, shall be no less than the value of the CSDG requirement where non-performance has occurred.

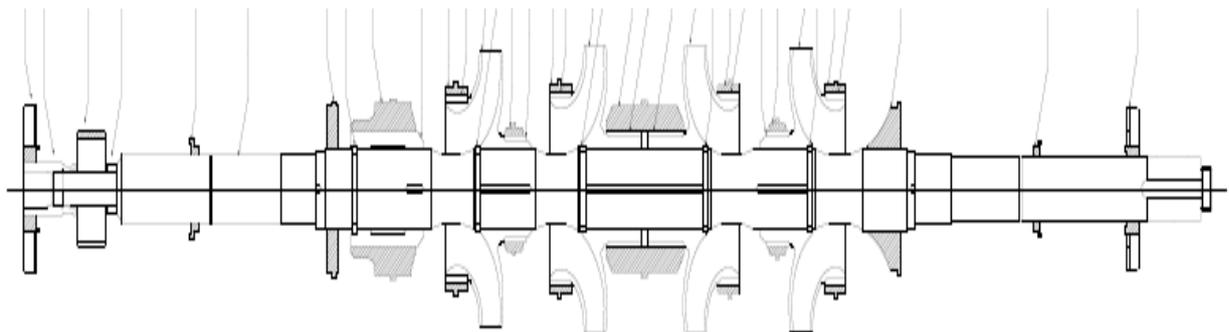
17.7 **Z9.1.6** The *Employer* has the right to terminate the contract should the Contractor default on the CSDG condition of tender.

18 ANNEXURES

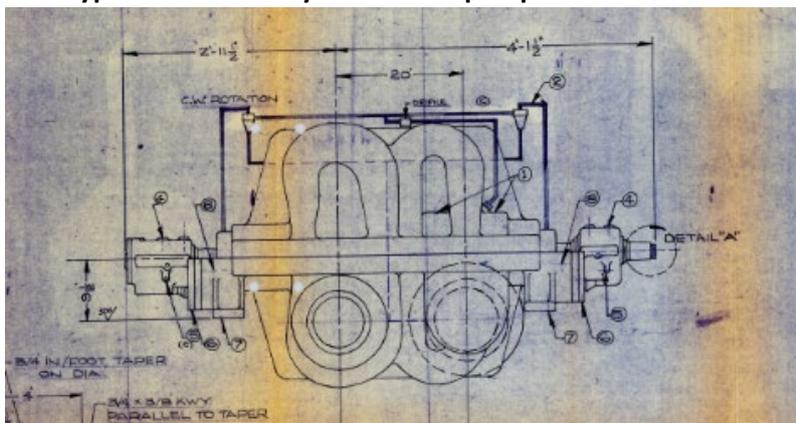
- 18.1 Annexure A Drawings - Byron Jackson Old series 8x10x13 pump drawing pack for information purposes.
- 18.2 Annexure B Drawings - Byron Jackson New series 8x10x13 pump drawing pack for information purposes.
- 18.3 Annexure C Drawings - Sulzer 10x10x13.5 drawing pack, 3 and 4 stage for information purposes.
- 18.4 Annexure D Drawings - Bryon Jackson vertical spindle VMT - 13KX-H - 3 stage pump for information purposes.
- 18.5 Annexure E – Data sheet for 14" 150# full bore ball valve - attached.
- 18.6 Annexure F – Baseline risk assessment - attached.

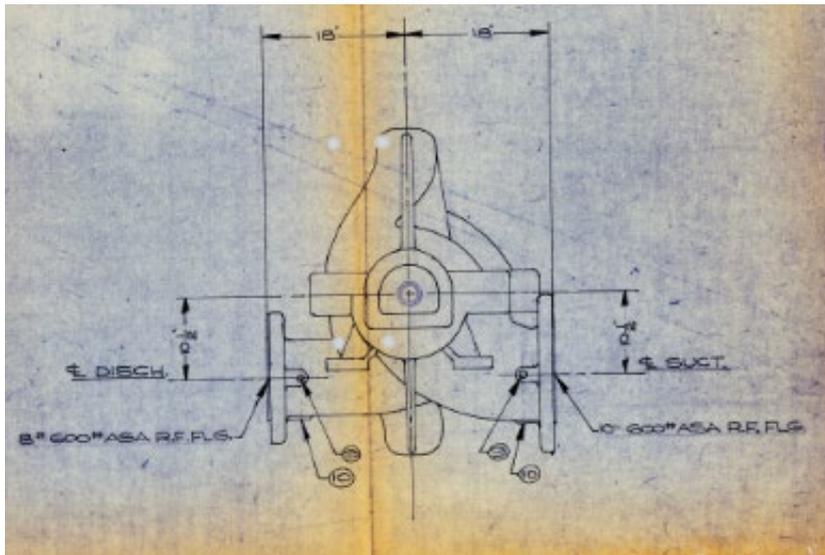
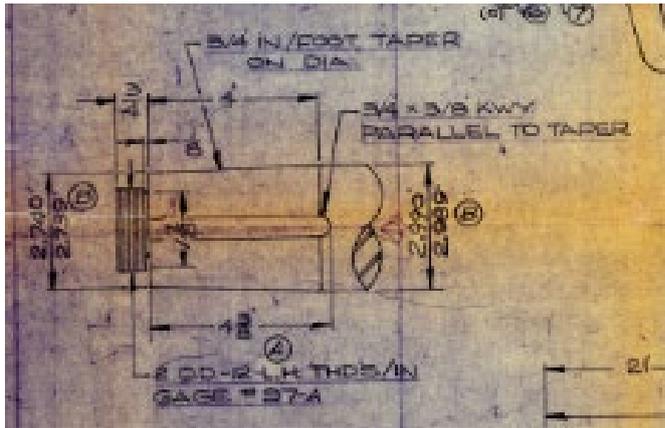
19 TYPICAL CRUDE PUMP DRAWINGS - INFORMATION.

19.1 4 STAGE PUMP TYPICAL SHAFT

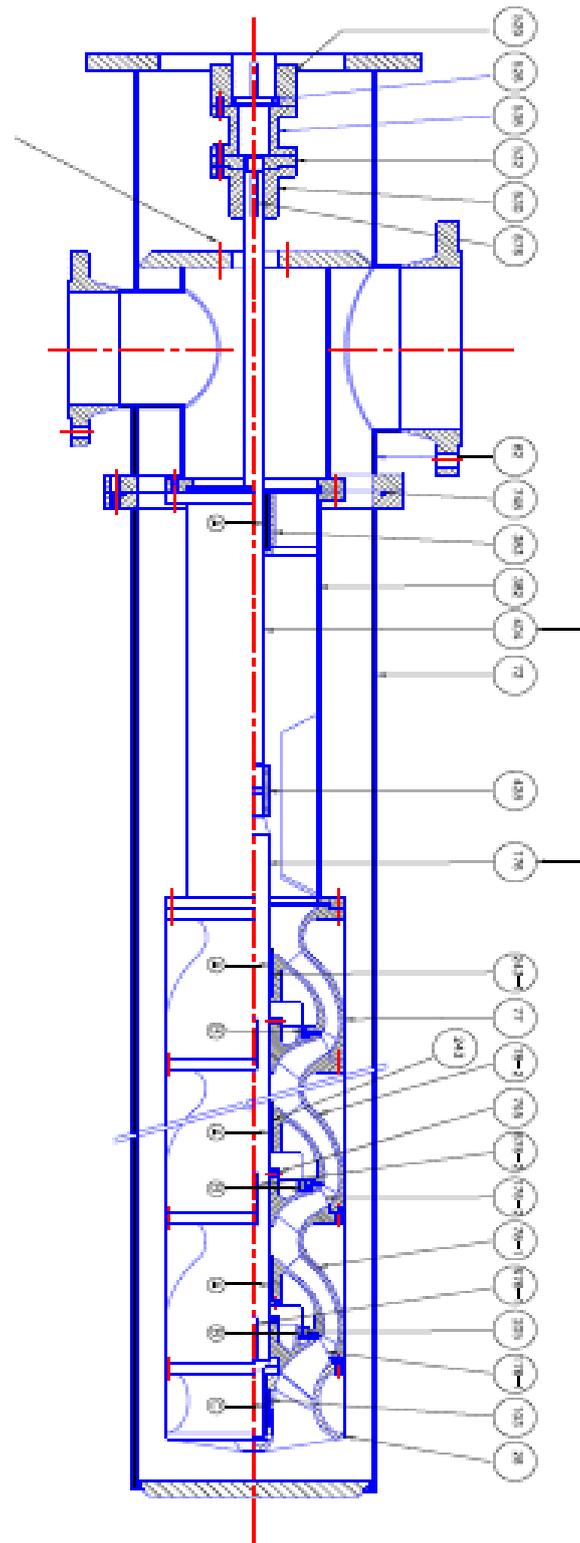


19.2 Typical Old series Byron Jackson pumps





19.3 Vertical spindle Byron Jackson pump



20 CRUDE PIPELINE NETWORK PROFILE

This profile drawing showing pipeline elevations will be supplied to the successful bidder.

21 DATA PACKAGE REQUIREMENT FOR NEW PUMPS GUIDE

1 PUMP UNIT COMPLETE - SKID			
1.1	Certificate of compliance		
1.2	As built GA Drawing		
1.3	Pump Unit Release Notes		
1.4	Nameplate Photos	Pump - Motor	
1.5	Alignment Record	Proof Alignment of Pump to Motor	
1.6	Corrosion Protection		
1.6.1	Base plate	(QCP - Product data sheets - Applicators Qualification - Water Break Test - Blas	
1.6.2	Casing Primer Coat	(Profile Records - Salt Test Report - Dust/Debris Report - Psychometric Data -	
1.6.3	Pump complete	(DFT records - Inspection Authority Reports - Adhesion Test Report - Certificate	
1.6.4	Magnetrol Unit	(of Guarantee - Final release (Above applicable to sections 1.6.1>1.6.4)	
2 SMH 354-950 PUMP			
2.1	Pump Data sheet		
2.2	SZA - Quality Control Plan	QCP XXX rev.X	(Shaft; Casing W/R; Sleeve to Imp; Pump Assembly; Seal Piping; Baseplate)
2.3	SBR - Quality Control Plan	QCP XXXX rev.X	(Casing-upper/lower; Casing Conections; Impeller; Bearing Housing; Imp W/R)
2.4	Concessions NCR	SZA / SBR	
2.2 PUMP ASSEMBLY & TEST RECORDS			
2.2.1	Pump Performance Testing	Performance - NPSH - Vibration -	
2.2.2	Pressure Testing	Casing with Conections - Plan 31 & 65 - Pressure Gauge Calibration	
2.2.3	Balancing	Rotor Balance	
2.2.4	Pump Assembly records	Rotor Alignment - Rotor Run out - Clearance Records - Torque Records with Calibration Certificate - Striping Record	
2.3 PUMP CERTIFICATION			
2.3.1	Shaft	Chemical - Tensile - Hardness - UT Report - HT Certificates	
2.3.2	Casing W/ Ring	Chemical - Hardness - WC coating C of C	
2.3.3	Sleeve to Impeller	Chemical - Hardness	
2.3.4.1	Casing Upper	Chemical - H T - Tensile - Hardness - Thickness - PT, UT & RT Report - Dimensional	
2.3.4.2	Casing Lower	Chemical - H T - Tensile - Hardness - Thickness - PT & RT Report - Dimensional	
2.3.4.3	Casing Conections	Approved Weld Map - Approved WPS & PQR - WQR - Material Certs for Flanges, Piping and Consumables - NDE Reports	
2.3.5	Impeller	Chemical - HT - Tensile - Hardness - PT Report - Dimensional	
2.3.6	Impeller W/Ring	Chemical - Hardness - WC coating C of C	
2.3.7	Bearing Housings	Chemical - Tensile - PT Report - Dimensional	
3 BASE PLATE			
3.1	Material Certification	Mill Certificates:- Chem./Tensile - Consumables	
3.2	Welding procedures	Approved WPS & PQR - Welder Qualification	
3.4	PWHT	HT Report	
3.5	NDE Reports	PT Report (welds) - PT Report (lifting lugs after stress relieving)	
3.6	Dimensional Reports	Covering Fabricarion & Machining	
3.7	Inspection	Sulzer / NMPP Releases	
4 SEALING SYSTEM			
4.1 MECHANICAL SEAL			
4.1.1	Compliance Certification		
4.1.2	Approved Quality Plan		
4.1.3	Approved drawings		
4.1.4	Material certification		
4.1.5	Pressure test certificate		
4.1.6	Sulzer / NMPP Release		

4.4 PLAN 31 & 65 CONNECTING PIPE WORK

4.4.1	Material certification	
4.4.2	Weld Procedures	Approved WPS & PQR - WQR - Weld Map
4.4.3	NDE Reports	PT Report - RT Report
4.4.4	Pressure Test	Pressure Test Certificate - Pressure Gauge Calibration
4.4.5	Cyclone Separator	Approved QP - Material certificates for body & cover

5 COUPLING

5.1	Compliance Certification	
5.2	Approved Quality Plan	
5.3	Material certification	
5.4	Balancing Record	

COMPILED BY:**REVIEWED BY:**

Signature**Name: Barry Trotter****Designation: Mechanical Specialist****Date:**

Signature**Name: Thershni Pillay****Designation: Principal Mechanical Engineer****Date:**