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## **Transnet Pipelines**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

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

**FOR THE: INSTALLATION OF THE SMALLBORE STEEL PIPE WASTEWATER SYSTEM  
AT THE ALRODE AND WITBANK TRANSNET PIPELINES PETROLEUM PRODUCTS  
STORAGE AND HANDLING FACILITY.**

|                               |                                                                             |
|-------------------------------|-----------------------------------------------------------------------------|
| <b>RFP NUMBER</b>             | <b>: TPL/2026/08/0562/10316/RFP</b>                                         |
| <b>ISSUE DATE</b>             | <b>: 24 August 2026</b>                                                     |
| <b>COMPULSORY BRIEFING</b>    | <b>: Yes</b>                                                                |
| <b>DATE</b>                   | <b>: 04 September 2026</b>                                                  |
| <b>VENUE</b>                  | <b>: Transnet Pipeline's Alrode Depot, 35 Garfield<br/>Street, Alberton</b> |
| <b>CLOSING DATE</b>           | <b>: 23 September 2026</b>                                                  |
| <b>CLOSING TIME</b>           | <b>: 12h00</b>                                                              |
| <b>TENDER VALIDITY PERIOD</b> | <b>: 180 Business days from closing date</b>                                |

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION</b>                             | <b>For the installation of the smallbore steel pipe spill basin wastewater system to municipal sewer line at the Alrode and Witbank Transnet pipelines petroleum products storage and handling facility.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>TENDER DOWNLOADING</b>                      | <b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>COMPULSORY TENDER CLARIFICATION MEETING</b> | <p>A Compulsory Tender Clarification Meeting will be conducted at Transnet Pipeline's Alrode Depot on <b>04th September 2026</b>, located at <b>35 Garfield Street, Alberton</b>, at <b>10:30am</b> for a period of <math>\pm</math> 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><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• 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.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your</p> |



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|                     |                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <p>Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-10 the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p> |
| <b>CLOSING DATE</b> | <p><b>12:00pm on 23rd September 2026</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></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.....



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**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](mailto: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](http://www.cidb.org.za)).

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

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

| Clause                                                      | Data                                                                                            |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| C.1.1 The Employer is                                       | <b>Transnet SOC Ltd</b><br><b>(Reg No. 1990/000900/30)</b>                                      |
| C.1.2 The tender documents issued by the Employer comprise: |                                                                                                 |
| <b>Part T: The Tender</b>                                   |                                                                                                 |
| Part T1: Tendering procedures                               | T1.1 Tender notice and invitation to tender<br>T1.2 Tender data                                 |
| Part T2 : Returnable documents                              | T2.1 List of returnable documents<br>T2.2 Returnable schedules                                  |
| <b>Part C: The contract</b>                                 |                                                                                                 |
| Part C1: Agreements and contract data                       | C1.1 Form of offer and acceptance<br>C1.2 Contract data (Part 1 & 2) C1.3<br>Form of Securities |
| 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                                                        |
| C.1.4 | The Employer's agent is:  | Procurement Manager Administrator                                            |
|       | Name:                     | Fezeka Mhlongo                                                               |
|       | Address:                  | 202 Anton Lembede Street, Durban 4001                                        |
|       | Tel No.                   | 031 816 9888                                                                 |
|       | E – mail                  | <a href="mailto:Fezeka.mhlongo@transnet.net">Fezeka.mhlongo@transnet.net</a> |

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

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

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

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

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3 ME or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

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



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

### 3. Stage Three: Eligibility Criteria and Returnable

3.1 **Construction Manager** - Registration with SACPCMP as Professional Construction Manager (PrCM).

3.2 **Health and Safety Officer** - Registration with SACPCMP as Construction Health and Safety officer (CHSO)

The Respondent shall provide valid proof of professional registration for respective disciplines.

***Any tenderer that fails to meet the stipulated eligibility 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 **60** points.

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

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

- C.2.2 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.
- C.2.3 Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-10 certificate of attendance** signed off by the Employer's authorised representative.
- C.2.4 No alternative tender offers will be considered.



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- C.2.5.1 Each tender offer shall be in the **English Language**.
- 
- C.2.5.2 The Employer's details and identification details that are to be shown on each tender offer are as follows:
- C.2.5.3
- |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identification details: | <p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> <li>▪ Name of Tenderer: <b>(insert company name)</b></li> <li>▪ Contact person and details: <b>(insert details)</b></li> <li>▪ The Tender Number:<br/><b>TPL/2026/08/0562/10316/RFP</b></li> <li>▪ The Tender Description <b>For the installation of the Smallbore Steel Pipe Spill Basin Wastewater System to Municipal Sewer Line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility</b></li> </ul> <p>Documents must be marked for the attention of:<br/><b>Employer's Agent:</b></p> |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
- C.2.5.4 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
- C.2.6 The closing time for submission of tender offers is:  
Time: **12:00pm** on the **23rd September 2026**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);
- NO LATE TENDERS WILL BE ACCEPTED**
- C.2.7 The tender offer validity period is **180 Business days** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
- C.2.8 The tenderer is required to submit with his tender:
- 1) A valid TCS PIN issued by the by the South African Revenue Services. **To verify Tenderers compliance status.**
  - 2) A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
  - 3) A valid CIDB certificate in the correct designated grading;
  - 4) Proof of registration on the Central Supplier Database;

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

**Note:** Refer to Section T2.1 for List of Returnable Documents C3.11

The minimum number of evaluation points for functionality is: **60**

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 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------|
| <b>T2.2-04 Management &amp; CVs of Key persons</b><br><br>Experience in fabrication and installation of steel pipe in a petrochemical or process facility for the identified key persons. | <b>Construction Manager</b>                                                                                                       | 10                  | <b>35</b>                |
|                                                                                                                                                                                           | <b>Mechanical Supervisor</b>                                                                                                      | 10                  |                          |
|                                                                                                                                                                                           | <b>Civil &amp; Structural Supervisor</b>                                                                                          | 5                   |                          |
|                                                                                                                                                                                           | <b>Electrical supervisor</b>                                                                                                      | 5                   |                          |
|                                                                                                                                                                                           | <b>Health &amp; Safety</b>                                                                                                        | 5                   |                          |
| <b>T2.2-05 Previous Experience</b><br>Tenderers are required to demonstrate performance in comparable projects of similar size and nature.                                                | A list of past / current comparable projects. Demonstrate relevant experience in the fabrication and installation of steel pipe.  | 45                  | <b>45</b>                |
| <b>T2.2-06 Method Statement</b><br>The tenderers must sufficiently demonstrate the approach /methodology that will be employed to cover the scope of the project                          | The tenderer shall indicate in logical sequenced matter the method of approach in executing key and safety critical work packages | 10                  | <b>10</b>                |

|                                                 |                                                                                                                                                                                                                                                                    |    |            |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------|
| <b>T2.2-07 Programme</b>                        | The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme using Programme software: Primavera P6/MS Projects detailed programme as per the Works Information | 10 | <b>10</b>  |
| <b>Maximum possible score for Functionality</b> |                                                                                                                                                                                                                                                                    |    | <b>100</b> |

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

- T2.2-04 Management & CVs of Key Persons
- T2.2-05 Previous Experience
- T2.2-06 Method Statement
- T2.2-07 Programme

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

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

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

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

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

| Thresholds                | Minimum Threshold |
|---------------------------|-------------------|
| Technical / functionality | 60 points         |

| Evaluation Criteria        | Final Weighted Scores |
|----------------------------|-----------------------|
| Price                      | 80                    |
| Specific goals - Scorecard | 20                    |
| <b>TOTAL SCORE</b>         | <b>100</b>            |

Up to 100 minus W1 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 BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

| Specific Goals                            | Number of points (80/20 system) |
|-------------------------------------------|---------------------------------|
| B-BBEE Status Level of Contributor 1 or 2 | 10                              |
| Qualifying Black Women Owned (30%)        | 10                              |
| Non-compliant contributor                 | 0                               |

The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender. The maximum points for this bid are allocated as follows:

| DESCRIPTION                                               | POINTS |
|-----------------------------------------------------------|--------|
| Price                                                     | 80     |
| B-BBEE Status Level of Contribution Level 1 or 2          | 10     |
| Qualifying Black women Owned (30                          | 10     |
| 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 conduc

The due diligence exercise may take the following factors into account inter alia; the tenderer:

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

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

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## 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 Eligibility Criteria Schedule** - Certificate of attendance at Compulsory

Tender Clarification Meeting

T2.2-02 **Stage Two as per CIDB Eligibility Criteria Schedule** – CIDB Registration

T2.2-03 **Stage Three as per Eligibility Criteria Schedule** – Technical Pre-qualification Criteria

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

T2.2-04 **Evaluation Schedule:** Key Person Related Experience

T2.2-05 **Evaluation Schedule:** Company experience

T2.2-06 **Evaluation Schedule:** Method Statement

T2.2-07 **Evaluation Schedule:** Programme

### 2.1.3 Returnable Schedules: General

T2.2-08 Authority to submit tender

T2.2-09 Record of addenda to tender documents Letter of

T2.2-10 Good Standing

T2.2-11 Schedule of proposed Subcontractor

### Agreement and Commitment by Tenderer:

T2.2-12 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-13 Non-Disclosure Agreement RFP

T2.2-14 Declaration Form

T2.2-15 RFP – Breach of Law

T2.2-16 Certificate of Acquaintance with Tender Document Service

T2.2-17 Provider Integrity Pact

T2.2-18 Supplier Code of Conduct

### 2.1.4 Bonds/Guarantees/Financial/Insurance:

T2.2-19 Insurance provided by the Contractor



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Description of the Works: For the Installation of the Smallbore Steel Pipe Wastewater System at the Alrode and Witbank  
Transnet Pipelines Petroleum Products Storage and Handling Facility.

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### **2.1.5 Transnet Vendor Registration Form:**

T2.2-20 Transnet Vendor Registration Form

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

## **2.3 C1.2 Contract Data**

## **2.4 C1.3 Forms of Securities**

## **2.5 C2.1 Pricing Instructions (Activity Schedule)**

## **2.6 C2.2 Activity Schedule**

**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:  | <b>Alrode Transnet Pipelines Depot</b> |                |
| 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 \_\_\_\_\_



Transnet Pipelines

Tender Number: TPL/2026/08/0562/10316/RFP

Description of the Works: For the Installation of the Smallbore Steel Pipe Wastewater System at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

## T2.2-02: 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 **3 ME or Higher** 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 **3 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
- 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.

Transnet Pipelines

Tender Number: TPL/2026/08/0562/10316/RFP

Description of the Works: For the Installation of the Smallbore Steel Pipe Wastewater System at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

**T2.2-03 (A) Technical Pre-qualification Criteria Schedule: Construction Manager's registration with SACMP as Professional Construction Manager (PrCM).**

**Tenderers are to Refer to Annexure A1 Below and Complete BOTH Annexure A1 and the information requested below.**

NAME OF COMPANY:

---

---

I/We \_\_\_\_\_

---

In our capacity as:

---

do hereby certify that (Name)

---

---

**is a professionally registered member of the following body**

---

---

**Note: Tenderers without proof of the professional registration will be disqualified.**

## Annexure A1 Construction Supervisor

| Qualifications Information Schedule |  |
|-------------------------------------|--|
| 1. Name                             |  |
| 2. ID Number                        |  |
| 3. Nationality                      |  |
| 3. Profession:                      |  |
| 4. Education/Qualifications         |  |
| 5. Date Obtained                    |  |
| 5. Issuing Institution              |  |
| 6. Date Obtained                    |  |

### Notes:

1. The *Contractor* shall submit certified copies of certificates for required qualifications for respective disciplines.
2. Certification of documents by the Commissioner of Oaths must not be older that six months.
3. The Contractor that fails to meet the above stipulated registration requirements will be given a score of zero (0).

Transnet Pipelines

Tender Number: TPL/2026/08/0562/10316/RFP

Description of the Works: For the Installation of the Smallbore Steel Pipe Wastewater System at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

---

**T2.2-03 (B) Technical Pre-qualification Criteria Schedule: Health and Safety Officer's registration with SACMP as Construction Health and Safety Officer (CHSO).**

**Tenderers are to Refer to Annexure A2 Below and Complete BOTH Annexure A2 and the information requested below.**

NAME OF COMPANY:

---

---

I/We \_\_\_\_\_

---

In our capacity as:

---

---

do hereby certify that (Name)

---

---

**is a professionally registered member of the following body**

---

---

**Note: Tenderers without valid proof of professional registration will be disqualified.**

**Annexure A2 Mechanical Supervisor**

| Qualifications Information Schedule |  |
|-------------------------------------|--|
| 1. Name                             |  |
| 2. ID Number                        |  |
| 3. Nationality                      |  |
| 3. Profession:                      |  |
| 4. Education/Qualifications         |  |
| 5. Date Obtained                    |  |
| 5. Issuing Institution              |  |
| 6. Date Obtained                    |  |

**Notes:**

1. The *Contractor* shall submit certified copies of certificates for required qualifications for respective disciplines.
2. Certification of documents by the Commissioner of Oaths must not be older that six months.
3. The Contractor that fails to meet the above stipulated registration requirements will be given a score of zero (0).

## T2.2-04: Evaluation Schedule: Key Person Related Experience

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

1. The bidders shall complete and submit a detailed related key person's experience register clearly indicating required data in accordance with annexures. Only experience and work carried out by the key persons on fabrication, installation of steel piping and equipment for similar scope. The Bidders Related Experience Registers: Shall demonstrate compliance with the requirements of stage 2.
2. If the Bidders Related key persons experience registers are not signed, they will not be accepted as valid evidence.
3. If the Bidders Related key persons experience registers do not provide related projects successfully executed, they will not be considered as accepted evidence.
4. "Completed" means that the company name and other company information are filled in, and relevant tables in the Company Related Experience Registers contain relevant information and are not left blank.

Proof of relevant working experience and responsibility on similar projects shall be provided for:

- Construction Manager
- Mechanical Supervisor
- Civils & Structural Supervisor
- Electrical Supervisor
- Health & Safety Officer

### 1. Key Persons Experience

**Construction Manager** – Determine if the Construction Manager has the necessary relevant experience working as a "Construction Manager" in steel pipe fabrication and installation. Documentary proof is required as per Annexure B1.

| Weighting – 10 points                                                                                       |      |                                                                                                            |
|-------------------------------------------------------------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------|
| Number of years of relevant experience as a Construction Manager in steel pipe fabrication and installation | 0%   | Less than 2 years' experience as a Professionally Registered Project/Construction Manager                  |
|                                                                                                             | 20%  | 2 to less than 3 years' experience as a Professionally Registered Project/Construction Manager             |
|                                                                                                             | 40%  | 3 to less than 4 years' experience as a Construction Manager in a steel pipe fabrication and installation. |
|                                                                                                             | 60%  | 4 to less than 5 years' experience as a Construction Manager in a steel pipe fabrication and installation. |
|                                                                                                             | 80%  | 5 to less than 6 years' experience as a Construction Manager in a steel pipe fabrication and installation. |
|                                                                                                             | 100% | 6 or more years' experience as a Construction Manager in a steel pipe fabrication and installation.        |

2. **Mechanical Supervisor** - Determine if the Supervisor has relevant experience working as a "Mechanical Supervisor" in steel pipe fabrication and installation. Documentary proof is required as per Annexure B2.

| Weighting – 10 points                                                                                         |      |                                                                                                     |
|---------------------------------------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------|
| Number of years of relevant experience as a Mechanical Supervisor in steel pipe fabrication and installation. | 0%   | Less than 2 years' experience as a Mechanical Supervisor on pipe fabrication and installation.      |
|                                                                                                               | 20%  | 2 to less than 3 years' experience as a Mechanical Supervisor on pipe fabrication and installation. |
|                                                                                                               | 40%  | 3 to less than 4 years' experience as a Mechanical Supervisor on pipe fabrication and installation. |
|                                                                                                               | 60%  | 4 to less than 5 years' experience as a Mechanical Supervisor on pipe fabrication and installation. |
|                                                                                                               | 80%  | 5 to less than 6 years' experience as a Mechanical Supervisor on pipe fabrication and installation. |
|                                                                                                               | 100% | 6 or more years' experience as a Mechanical Supervisor on pipe fabrication and installation.        |

**3. Civil & Structural Supervisor** - Determine if the Supervisor has relevant experience working as a **"Civil or Structural Supervisor"** in the construction of buildings, civils and steel structures. Documentary proof is required as per Annexure B3.

| Weighting – 5 points                                                                                   |      |                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Number of years of relevant experience as a Civil or Structural Supervisor in the civils and projects. | 0%   | Less than 2 years' relevant experience as a Civil or Structural Supervisor in the construction of buildings, civils and steel structures projects.  |
|                                                                                                        | 20%  | 2 to less than 3 relevant years' experience as a Civil or Structural Supervisor in construction of buildings, civils and steel structures projects. |
|                                                                                                        | 40%  | 3 to less than 4 years' relevant experience as a Civil or Structural Supervisor in construction of buildings, civils and steel structures projects. |
|                                                                                                        | 60%  | 4 to less than 5 years' relevant experience as a Civil or Structural Supervisor in construction of buildings, civils and steel structures projects. |
|                                                                                                        | 80%  | 5 to less than 6 years' relevant experience as a Civil or Structural Supervisor in construction of buildings, civils and steel structures projects. |
|                                                                                                        | 100% | 6 or more years' relevant experience as a Civil or Structural Supervisor in the construction of buildings, civils and steel structures projects.    |

**4. Electrical Supervisor** - Determine if the Supervisor has relevant experience working as an **“Electrical Supervisor”** in electrical installation project. Documentary proof is required as per Annexure B4

| Weighting – 5 points                                                                                                        |      |                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------|
| Determine if the Supervisor has relevant experience working as an Electrical Supervisor in electrical installation project. | 0%   | Less than 2 years' experience as an Electrical Supervisor on relevant electrical installation projects.      |
|                                                                                                                             | 20%  | 2 to less than 3 years' experience as an Electrical Supervisor on relevant electrical installation projects. |
|                                                                                                                             | 40%  | 3 to less than 4 years' experience as an Electrical Supervisor on relevant electrical installation projects. |
|                                                                                                                             | 60%  | 4 to less than 5 years' experience as an Electrical Supervisor on relevant electrical installation projects. |
|                                                                                                                             | 80%  | 5 to less than 6 years' experience as an Electrical Supervisor on relevant electrical installation projects. |
|                                                                                                                             | 100% | 6 or more years' experience as an Electrical Supervisor on relevant electrical installation projects.        |

**5. Health & Safety Officer** - Determine if the Officer has relevant experience working as a **“Health & Safety Officer”** in an installation project in a petrochemical or process facility. Documentary proof is required as per Annexure B5.

**Weighting- 5 points**

|                                                                                                                             |      |                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------|
| Number of years relevant years' experience required working as a Health and Safety Supervisor in pipeline and installation. | 0%   | Less than 2 years' experience as a Health & Safety Officer in steel pipe fabrication & installation.      |
|                                                                                                                             | 20%  | 2 to less than 3 years' experience as a Health & Safety Officer in steel pipe fabrication & installation. |
|                                                                                                                             | 40%  | 3 to less than 4 years' experience as a Health & Safety Officer in steel pipe fabrication & installation. |
|                                                                                                                             | 60%  | 4 to less than 5 years' experience as a Health & Safety Officer in steel pipe fabrication & installation. |
|                                                                                                                             | 80%  | 5 to less than 6 years' experience as a Health & Safety Officer in steel pipe fabrication & installation. |
|                                                                                                                             | 100% | 6 or more years' experience as a Health & Safety Officer in steel pipe fabrication & installation.        |

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## **T2.2-05: Evaluation Schedule: Previous Experience**

### **Note to tenderers:**

#### **Number of Completed Projects**

Required to determine if respondents can demonstrate relevant experience in the steel pipe fabrication and installation project. Respondents shall supply a sufficiently detailed list of projects successfully completed in accordance with the requirements of Annexure C1.

- The Bidders shall submit a detailed schedule of adequate relevant construction, fabrication & installation information for similar projects. Only experience and work carried out by the bidding entity on the construction, fabrication and installation of piping and equipment for similar projects.
- If the bidding entity related project experience registers are not signed, they will not be accepted as valid evidence.
- "Completed" means that the company name and other company information are filled in, and relevant tables in the Company Related Experience Registers contain relevant information and are not left blank. Annexure C1
- The Tenderer shall submit a detailed project related experience register clearly indicating required data in Annexure B1 for Tenderer relevant project value and number of projects.
- Project related experience for Tenderer should be in accordance with requirements of the evaluation criteria.
- The Tenderer Related Experience Registers: Shall demonstrate compliance with the requirements of the scoring criteria.
- The Tenderer should provide any of the following as proof of having successfully executed the works: project signed and stamped copy of the completion certificates or a signed letter of reference or a signed copy of the final payment certificate.

| Score                 | Previous Experience                                                                                           |
|-----------------------|---------------------------------------------------------------------------------------------------------------|
| <b>Weighting – 45</b> |                                                                                                               |
| <b>0%</b>             | The respondent did not meet the minimum requirement of having installed and fabricated 3 steel pipe projects. |
| <b>20%</b>            | The respondent has successfully executed 3 to less than 4 steel pipe fabrication and installation projects.   |
| <b>40%</b>            | The respondent has successfully executed 4 to less than 5 steel pipe fabrication and installation projects.   |
| <b>60%</b>            | The respondent has successfully executed 5 to less than 6 steel pipe fabrication and installation projects.   |
| <b>80%</b>            | The respondent has successfully executed 6 to less than 7 steel pipe fabrication and installation projects.   |
| <b>100%</b>           | The respondent has successfully executed 7 or more steel pipe fabrication and installation projects.          |

## T2.2-06: Evaluation Schedule: Method Statement

### Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

The tenderer shall indicate in logical sequenced matter the method of approach in executing key and safety critical work packages (including but not limited) the following to satisfy project objectives.

1. The method and processes of site establishment.
2. Method of ensuring compliance to the requirements of the Construction Regulations 2024
3. Method of implementing quality assurance during execution
4. Method of execution of the scope of work for all trade disciplines
5. Method of procuring key equipment and materials required for the project.
6. Procedure for inspection, testing, commissioning and handover.

The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

| Weighting – 10 points                                                                                                                                                                                                                                                                                                       |      |                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------|
| The bidder must indicate in a coordinated and logical manner indicate the requirements and timing of the elements listed above in ensuring that the scope of work is executed in an efficient and integrated matter in ensuring that the objectives of the project are achieved in a safe, cost- and time effective manner. | 0%   | The method statement does not included elements 2,4,5.                                                                         |
|                                                                                                                                                                                                                                                                                                                             | 20%  | The method statement excluded in a logical sequence one or two of element 2,4,5 and any other or all remaining three elements. |
|                                                                                                                                                                                                                                                                                                                             | 40%  | The method statement included in a logical sequence element 2,4,5 and none of the other remaining three elements.              |
|                                                                                                                                                                                                                                                                                                                             | 60%  | The method statement included in a logical sequence element 2,4,5 and any one of the other remaining three elements.           |
|                                                                                                                                                                                                                                                                                                                             | 80%  | The method statement included in a logical sequence element 2,4,5 and any two of the other remaining three elements.           |
|                                                                                                                                                                                                                                                                                                                             | 100% | The method statement included in a logical sequence all listed six elements.                                                   |

## T2.2-07: Evaluation Schedule: Programme

### Note to tenderers:

#### Programme

**The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme using Programme software: Primavera P6/MS Projects detailed programme as per the Works Information**

The tenderer shall provide the proposed programme, at a minimum **Level 4** schedule aligned to the works information showing but not limited to the following:

- **Project Timeline:** The bidder to demonstrate capability to meet the required construction period of 9 months for Alrode depot and 8 months for Witbank depot aligning with the Works Information.
- **Key Milestones:** The Tenderer to clearly indicate the key milestones for all activities e.g., Project start date, Site Access date, Completion date, material delivery date, employer documents review & approval date.
- **Critical Path:** Clearly show the sequencing of all deliverables/activities. All activities should be linked with no open-end activities, critical path method to be used, and critical path clearly visible.
- **Project Activities:** The Tenderer to list all activities involved to complete the works, including but not limited to SHERQ submissions, Time Risk Allowance for *Employer's* review and approval activities, Time risk allowance (TRA) for e.g. allowance for inclement weather conditions, construction and project close out activities.
- **Basis of Schedule:** Schedule Narrative that explains schedule development, resources utilized / loaded (personnel, Plant and Equipment) in the schedule to determine the production rates, schedule risks, project calendar, project exclusions, assumptions.

The scoring of the Programme will be as follows:

| Weighting |                |                                                                                                                                                                                                                                                                                                                     | 10    |
|-----------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
|           | %<br>Weighting | Criteria                                                                                                                                                                                                                                                                                                            | Score |
|           | 0%             | <ul style="list-style-type: none"> <li>Respondent submitted inadequate or no information to achieve a score.</li> </ul>                                                                                                                                                                                             | 0     |
|           | 20%            | <ul style="list-style-type: none"> <li>Programme reflects Level 2 activities and is not aligned to the works information.</li> <li>Required columns missing.</li> <li>No clear indication of key milestones.</li> <li>Does not demonstrate capability to meet the required project timeframe.</li> </ul>            | 2     |
|           | 40%            | <ul style="list-style-type: none"> <li>Programme reflects Level 3 activities and is partially aligned to the Works Information.</li> <li>Key milestones not comprehensive.</li> <li>Critical path not identifiable and/or activities are not fully linked.</li> <li>Required Columns partially included.</li> </ul> | 4     |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |    |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
|      | <ul style="list-style-type: none"> <li>• Programme does not adequately demonstrate the sequencing and timing of the works or achievement of the required timeframe.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |    |
| 60%  | <ul style="list-style-type: none"> <li>• Programme submitted in Primavera P6 or MS Project.</li> <li>• Programme reflects Level 4 activities aligned to the Works Information.</li> <li>• Key milestones identified.</li> <li>• Critical path identified, Activities linked with minimal open ends.</li> <li>• Programme demonstrates a realistic approach to achieving the required project timeframe.</li> </ul>                                                                                                                                                                                                                                                                                | 6  |
| 80%  | <ul style="list-style-type: none"> <li>• Programme submitted in Primavera P6 or MS Project.</li> <li>• Programme reflects a Level 4 schedule fully aligned to the Works Information.</li> <li>• All required columns included and fully populated for every activity.</li> <li>• All activities logically linked, no open-end activities, and critical path clearly visible.</li> <li>• Key milestones comprehensively identified.</li> <li>• Activities comprehensively cover all works, including SHERQ submissions, employer review and approval periods and Time Risk Allowances.</li> <li>• Programme clearly demonstrates the ability to achieve the required project timeframe.</li> </ul> | 8  |
| 100% | <ul style="list-style-type: none"> <li>• In addition to achieving a score of 80, the respondent submitted a basis of schedule.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 10 |

## T2.2-08: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in

connection with the tender offer for Contract \_\_\_\_\_ and any

contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

### C. Certificate for Joint Venture

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

\_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead

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

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

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

---

**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

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

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

|    | Date | Title or Details |
|----|------|------------------|
| 1  |      |                  |
| 2  |      |                  |
| 3  |      |                  |
| 4  |      |                  |
| 5  |      |                  |
| 6  |      |                  |
| 7  |      |                  |
| 8  |      |                  |
| 9  |      |                  |
| 10 |      |                  |

---

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

Attached to this schedule is the Letter/s of Good Standing. 1.

2.

3.

4.

|       |
|-------|
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |
| ..... |

Name of Company/Members of Joint Venture

## T2.2-11: Schedule of Proposed Subcontractors

**Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract.**

Provide information of the Sub-contractors below:

| Name of Proposed Subcontractor |                          |                          | Address                  |                          | Nature of work           |                                        | Amount of Worked         | Percentage of work |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------|--------------------------|--------------------|
|                                |                          |                          |                          |                          |                          |                                        |                          |                    |
| % Black Owned                  | EME                      | QSE                      | Youth                    | Women                    | Disabilities             | Rural/ Underdeveloped areas/ Townships | Military Veterans        |                    |
|                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>               | <input type="checkbox"/> |                    |

| Name of Proposed Subcontractor |                          |                          | Address                  |                          | Nature of work           |                                        | Amount of Worked         | Percentage of work |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------|--------------------------|--------------------|
|                                |                          |                          |                          |                          |                          |                                        |                          |                    |
| % Black Owned                  | EME                      | QSE                      | Youth                    | Women                    | Disabilities             | Rural/ Underdeveloped areas/ Townships | Military Veterans        |                    |
|                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>               | <input type="checkbox"/> |                    |

| Name of Proposed Subcontractor |                          |                          | Address                  |                          | Nature of work           |                                        | Amount of Worked         | Percentage of work |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------|--------------------------|--------------------|
|                                |                          |                          |                          |                          |                          |                                        |                          |                    |
| % Black Owned                  | EME                      | QSE                      | Youth                    | Women                    | Disabilities             | Rural/ Underdeveloped areas/ Townships | Military Veterans        |                    |
|                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>               | <input type="checkbox"/> |                    |

| Name of Proposed Subcontractor |                          |                          | Address                  | Nature of work           |                          | Amount of Worked                       | Percentage of work       |
|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------------|--------------------------|
|                                |                          |                          |                          |                          |                          |                                        |                          |
| % Black Owned                  | EME                      | QSE                      | Youth                    | Women                    | Disabilities             | Rural/ Underdeveloped areas/ Townships | Military Veterans        |
|                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>               | <input type="checkbox"/> |

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

|                                                                                                  | POINTS     |
|--------------------------------------------------------------------------------------------------|------------|
| <b>PRICE</b>                                                                                     | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2</b><br><b>30% Black Women Owned Entities</b> | <b>20</b>  |
| <b>Total points for Price and B-BBEE must not exceed</b>                                         | <b>100</b> |

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

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

manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: 80/20

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

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

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

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

| Enterprise             | B-BBEE Certificate & Sworn Affidavit                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Large</b>           | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>QSE</b>             | Certificate issued by SANAS accredited verification agency<br>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)<br>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .] |
| <b>EME<sup>1</sup></b> | Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership<br>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership                                                                                                                                                                                                                                                           |

<sup>1</sup> 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.

|  |                                                                                                                   |
|--|-------------------------------------------------------------------------------------------------------------------|
|  | 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 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: Level 1 or 2 and 30% Black Women Owned Entities = (maximum of 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE  
BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Service provider
- Other 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 interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of institution | State |
|-----------|-----------------|---------------------|-------|
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |
|           |                 |                     |       |

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:

.....  
.....

---

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## **T2.2- 13 NON-DISCLOSURE AGREEMENT [2020]**

**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

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**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. PRIVACY AND DATA PROTECTION**

7.1 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.

7.2 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.

**8 GENERAL**

8.1 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.

8.2 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.

8.3 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.

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

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

8.6 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:

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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:

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Indicate nature of relationship with Transnet:

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

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

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

For and on behalf of

.....  
.....

duly authorized there to

|            |
|------------|
| 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](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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

NAME OF COMPANY:

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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:

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DATE OF BREACH:

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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\_\_\_\_

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SIGNATURE OF TENDER

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## T2.2-16 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

- b) geographical area where Services will be rendered [market allocation]
  - 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 they have acquainted themselves with, and agree with the content.**

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
  - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
  - Principle 4: the elimination of all forms of forced and compulsory labour;
  - Principle 5: the effective abolition of child labour; and
  - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;

- Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications

and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount

of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

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

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

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## 9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

## 10 DISPUTE RESOLUTION

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

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

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

## 11 GENERAL

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

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

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

Signature .....

Date .....

## T2.2-18: 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.

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**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<br>(See clause 84.2 of the ECC)                                                                                                                                                          | Name of Insurance<br>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 Transnet Vendor Registration Form

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

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

### General Terms and Conditions:

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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



## SUPPLIER DECLARATION FORM

### Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

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

|                                                                                                                       |  |
|-----------------------------------------------------------------------------------------------------------------------|--|
| Your Current Company's VAT Registration Status                                                                        |  |
| VAT Registration Number                                                                                               |  |
| If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status |  |



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

|                         |  |                     |  |
|-------------------------|--|---------------------|--|
| Company Banking Details |  | Bank Name           |  |
| Universal Branch Code   |  | Bank Account Number |  |

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

|                             |  |
|-----------------------------|--|
| Company Contact Person Name |  |
| Designation                 |  |
| Telephone                   |  |
| Email                       |  |

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

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

|                                                                                    |  |                                      |  |                                      |          |                         |          |          |          |          |          |          |          |
|------------------------------------------------------------------------------------|--|--------------------------------------|--|--------------------------------------|----------|-------------------------|----------|----------|----------|----------|----------|----------|----------|
| Does your company have a valid proof of B-BBEE status?                             |  |                                      |  |                                      | Yes      |                         | No       |          |          |          |          |          |          |
| Please indicate your Broad Based BEE status (Level 1 to 9)                         |  |                                      |  |                                      | <b>1</b> | <b>2</b>                | <b>3</b> | <b>4</b> | <b>5</b> | <b>6</b> | <b>7</b> | <b>8</b> | <b>9</b> |
| Majority Race of Ownership                                                         |  |                                      |  |                                      |          |                         |          |          |          |          |          |          |          |
| % Black Ownership                                                                  |  | % Black Women Ownership              |  | % Black Disabled person(s) Ownership |          | % Black Youth Ownership |          |          |          |          |          |          |          |
| % Black Unemployed                                                                 |  | % Black People Living in Rural Areas |  | % Black Military Veterans            |          |                         |          |          |          |          |          |          |          |
| <b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C and D: |  |                                      |  |                                      |          |                         |          |          |          |          |          |          |          |



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

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



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

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

|                  |  |             |  |
|------------------|--|-------------|--|
| Name and Surname |  | Designation |  |
| Signature        |  | Date        |  |

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

---

**Affidavit or Solemn Declaration**

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

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

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

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

**Commissioner of Oaths**

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

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

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



**APPENDIX C**

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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



|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Definition of "Black Designated Groups"</b> | <p>Black Designated Groups means:</p> <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul> |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3. I hereby declare under Oath that:

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

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between  
R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

**Deponent Signature .....**

**Date .....**

---

**Commissioner of Oaths**  
Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

---

I, the undersigned,

|                     |  |
|---------------------|--|
| Full name & Surname |  |
| Identity number     |  |

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

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



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

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

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

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

**Deponent Signature .....**

**Date .....**

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

Signature & stamp



### VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

## C1.1: Form of Offer & Acceptance

### Offer

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

### Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

The tenderer, identified in the Offer signature block, has

|               |                                                                                                                                                                                 |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>either</i> | 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. |
| <i>or</i>     | examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.                                                                               |

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 | <b>R</b> |
| Value Added Tax @ 15% is                            | <b>R</b> |
| The offered total of the Prices inclusive of VAT is | <b>R</b> |
| (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   |         |         |
| 5   |         |         |

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.

|                             | <b>For the tenderer:</b>                         | <b>For the Employer</b> |
|-----------------------------|--------------------------------------------------|-------------------------|
| 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      | <b>General</b><br><br>The <i>conditions of contract</i> are the core clauses and the clauses for main Option | <b>A: Priced contract with activity schedule</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|        | dispute resolution Option                                                                                    | <b>W1: Dispute resolution procedure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|        | and secondary Options                                                                                        | <b>X2: Changes in the law</b><br><b>X5: Sectional Completion</b><br><b>X7: Delay damages</b><br><b>X16: Retention</b><br><b>X18: Limitation of liability</b><br><b>Z: Additional conditions of contract</b><br><b>Z1: Additional clauses relating to Joint Venture</b><br><b>Z2: Additional obligations in respect of Termination</b><br><b>Z3: Right Reserved by the Employer to Conduct screening through SSA</b><br><b>Z4: Additional Clause Relating to Collusion in the Construction Industry</b><br><b>Z5: Protection of Personal Information Act</b> |
|        | of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 10.1   | The <i>Employer</i> is:                                                                                      | <b>Transnet SOC Ltd</b><br><b>(Registration No. 1990/000900/30)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|          |                                                                              |                                                                                                                                                                                                      |
|----------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Address                                                                      | Registered address:<br><b>Transnet Corporate Centre<br/>138 Eloff Street<br/>Braamfontein<br/>Johannesburg<br/>2000</b>                                                                              |
|          | Having elected its Contractual Address for the purposes of this contract as: | <b>Transnet Pipelines<br/>202 Anton Lembede Street<br/>Durban<br/>4001</b>                                                                                                                           |
| 10.1     | The <i>Project Manager</i> is: (Name)                                        | <b>TBA</b>                                                                                                                                                                                           |
|          | Address                                                                      | <b>TBA</b>                                                                                                                                                                                           |
|          | Tel                                                                          | <b>TBA</b>                                                                                                                                                                                           |
|          | e-mail                                                                       | <b>TBA</b>                                                                                                                                                                                           |
| 10.1     | The <i>Supervisor</i> is: (Name)                                             | <b>TBA</b>                                                                                                                                                                                           |
|          | Address                                                                      | <b>TBA</b>                                                                                                                                                                                           |
|          | Tel No.                                                                      | <b>TBA</b>                                                                                                                                                                                           |
|          | e-mail                                                                       | <b>TBA</b>                                                                                                                                                                                           |
| 11.2(13) | The <i>works</i> are                                                         | <b>Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.</b> |
| 11.2(14) | The following matters will be included in the Risk Register                  | <b>.....</b>                                                                                                                                                                                         |
| 11.2(15) | The <i>boundaries of the site</i> are                                        | <b>As stated in Part C4.1."Description of the Site and it surroundings"</b>                                                                                                                          |
| 11.2(16) | The Site Information is in                                                   | <b>Part C4</b>                                                                                                                                                                                       |
| 11.2(19) | The Works Information is in                                                  | <b>Part C3</b>                                                                                                                                                                                       |
| 12.2     | The <i>law of the contract</i> is the law of                                 | <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>                                                                                                       |
| 13.1     | The <i>language of this contract</i> is                                      | <b>English</b>                                                                                                                                                                                       |
| 13.3     | The <i>period for reply</i> is                                               | <b>2 weeks</b>                                                                                                                                                                                       |
| <b>2</b> | <b>The <i>Contractor's</i> main responsibilities</b>                         | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                                         |

|          |                                                                                              |                                                                                                                                                          |             |
|----------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>3</b> | <b>Time</b>                                                                                  |                                                                                                                                                          |             |
| 11.2(3)  | The <i>completion date</i> for the whole of the <i>works</i> is                              | <b>TBA</b>                                                                                                                                               |             |
| 30.1     | The <i>access dates</i> are                                                                  | <b>Part of the Site</b>                                                                                                                                  | <b>Date</b> |
|          |                                                                                              | <b>1 Alrode Site</b>                                                                                                                                     | <b>TBA</b>  |
|          |                                                                                              | <b>2 Witbank Site</b>                                                                                                                                    | <b>TBA</b>  |
| 31.1     | The <i>Contractor</i> is to submit a first programme for acceptance within                   | <b>2 weeks of the Contract Date.</b>                                                                                                                     |             |
| 31.2     | The <i>starting date</i> is                                                                  | <b>TBA</b>                                                                                                                                               |             |
| 32.2     | The <i>Contractor</i> submits revised programmes at intervals no longer than                 | <b>2 weeks.</b>                                                                                                                                          |             |
| 35.1     | The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date. |                                                                                                                                                          |             |
| <b>4</b> | <b>Testing and Defects</b>                                                                   |                                                                                                                                                          |             |
| 42.2     | The <i>defects date</i> is                                                                   | <b>52 (fifty two) weeks after Completion of the whole of the <i>works</i>.</b>                                                                           |             |
| 43.2     | The <i>defect correction period</i> is                                                       | <b>2 weeks</b>                                                                                                                                           |             |
| <b>5</b> | <b>Payment</b>                                                                               |                                                                                                                                                          |             |
| 50.1     | The <i>assessment interval</i> is monthly on the                                             | <b>15<sup>th</sup> (Fifteenth) day of each successive month.</b>                                                                                         |             |
| 51.1     | The <i>currency of this contract</i> is the                                                  | <b>South African Rand.</b>                                                                                                                               |             |
| 51.2     | The period within which payments are made is                                                 | <b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b> |             |
| 51.4     | The <i>interest rate</i> is                                                                  | <b>the prime lending rate of Rand Merchant Bank of South Africa.</b>                                                                                     |             |
| <b>6</b> | <b>Compensation events</b>                                                                   |                                                                                                                                                          |             |
| 60.1(13) | The <i>weather measurements</i> to be recorded for each calendar month are,                  | <b>the cumulative rainfall (mm)</b>                                                                                                                      |             |
|          |                                                                                              | <b>the number of days with rainfall more than 10 mm</b>                                                                                                  |             |

**the number of days with minimum air temperature less than 0 degrees Celsius**

**the number of days with snow lying at 08:00 hours South African Time**

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

**The *Contractor's* Site establishment area**

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

**Alrode and Witbank**

and which are available from:

**South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

|          |                                                                        |                                                                                                                                                                                                                                                                                                                                                     |
|----------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>7</b> | <b>Title</b>                                                           | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                                                                                                                                                                                        |
| <b>8</b> | <b>Risks and insurance</b>                                             |                                                                                                                                                                                                                                                                                                                                                     |
| 84.1     | The <i>Employer</i> provides these insurances from the Insurance Table |                                                                                                                                                                                                                                                                                                                                                     |
|          | 1 Insurance against:                                                   | <b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>                                                                                                                                                                                                        |
|          | Cover / indemnity:                                                     | <b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                        |
|          | The deductibles are:                                                   | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |
|          | 2 Insurance against:                                                   | <b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b> |
|          | Cover / indemnity                                                      | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                     |
|          | The deductibles are                                                    | <b>as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                      |

|      |                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3    | Insurance against:                                                                                                                                                                                                                    | <b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|      | Cover / indemnity                                                                                                                                                                                                                     | <b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|      | The deductibles are:                                                                                                                                                                                                                  | <b>As stated in the insurance policy for Contract Works / Public Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4    | Insurance against:                                                                                                                                                                                                                    | <b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|      | Cover / indemnity                                                                                                                                                                                                                     | <b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|      | The deductibles are                                                                                                                                                                                                                   | <b>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.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|      | Note:                                                                                                                                                                                                                                 | <b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 84.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|      | The <i>Contractor</i> provides these additional Insurances                                                                                                                                                                            | <p><b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b></p> <p><b>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 <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</b></p> <p><b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; 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 <i>Employer</i> that such plant &amp; 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.</b></p> |

|          |                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          |                                                                                                                                                                                                                                                                                                                          | <p><b>3</b> Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor</p> <p><b>4</b> Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.</p> <p><b>5</b> The insurance coverage referred to in 1, 2, 3, 4 and 5 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> |
| 84.2     | The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is | Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 84.2     | The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:                                                                                                                                                       | <b>Principal Controlled Insurance policy for Contract.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>9</b> | <b>Termination</b>                                                                                                                                                                                                                                                                                                       | <b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|         |                                                                                                                                                                                      |                                                                                                                                                                                                                |                        |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 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:<br><br>If no <i>Adjudicator nominating body</i> is entered, it is:                                                                        | The Chairman of the Association of Arbitrators (Southern Africa)<br><br>the Association of Arbitrators (Southern Africa)                                                                                       |                        |
| W1.4(2) | The <i>tribunal</i> is:                                                                                                                                                              | Arbitration                                                                                                                                                                                                    |                        |
| W1.4(5) | The <i>arbitration procedure</i> is                                                                                                                                                  | The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)                                                                                                                  |                        |
|         | The place where arbitration is to be held is                                                                                                                                         | Durban, South Africa                                                                                                                                                                                           |                        |
|         | The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or<br>- if the arbitration procedure does not state who selects an arbitrator, is | The Chairman of the Association of Arbitrators (Southern Africa)                                                                                                                                               |                        |
| 12      | Data for secondary Option clauses                                                                                                                                                    |                                                                                                                                                                                                                |                        |
| X2      | Changes in the law                                                                                                                                                                   | No additional data is required for this Option                                                                                                                                                                 |                        |
| X5      | Sectional Completion                                                                                                                                                                 |                                                                                                                                                                                                                |                        |
| X5.1    | The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:                                                                                                           | Section                                                                                                                                                                                                        | Description            |
|         |                                                                                                                                                                                      | 1 Alrode Site                                                                                                                                                                                                  | Whole of the Works TBA |
|         |                                                                                                                                                                                      | 2 Witbank Site                                                                                                                                                                                                 | Whole of the Works TBA |
| X5 & X7 | Sectional Completion and delay damages used together                                                                                                                                 |                                                                                                                                                                                                                |                        |

|            |                                                                                                                                                                               |                                                                  |                       |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------|
| X7.1       | Delay damages for late                                                                                                                                                        |                                                                  |                       |
| X5.1       | Completion of the <i>sections</i> of the <i>works</i> are:                                                                                                                    | <b>Section</b>                                                   | <b>Description</b>    |
|            |                                                                                                                                                                               | <b>1</b>                                                         | <b>Alrode Site</b>    |
|            |                                                                                                                                                                               | <b>2</b>                                                         | <b>Witbank Site</b>   |
|            |                                                                                                                                                                               |                                                                  | <b>Amount per day</b> |
|            |                                                                                                                                                                               |                                                                  | <b>R 5000 per day</b> |
|            |                                                                                                                                                                               |                                                                  | <b>R 5000 per day</b> |
| <b>X16</b> | <b>Retention</b>                                                                                                                                                              |                                                                  |                       |
| X16.1      | The retention free amount is                                                                                                                                                  | <b>Nil</b>                                                       |                       |
|            | The retention percentage is                                                                                                                                                   | <b>15% on all payments certified.</b>                            |                       |
| <b>X18</b> | <b>Limitation of liability</b>                                                                                                                                                |                                                                  |                       |
| X18.1      | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:                                                                    | <b>Nil</b>                                                       |                       |
| X18.2      | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:                            | <b>The deductible of the relevant insurance policy</b>           |                       |
| X18.3      | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:                                                | <b>The cost of correcting the Defect</b>                         |                       |
| X18.4      | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | <b>The Total of the Prices</b>                                   |                       |
| X18.5      | The <i>end of liability date</i> is                                                                                                                                           |                                                                  |                       |
|            |                                                                                                                                                                               | <b>5 years after Completion of the whole of the <i>works</i></b> |                       |
| <b>Z</b>   | <b><i>Additional conditions of contract are:</i></b>                                                                                                                          |                                                                  |                       |

---

**Z1 Additional clauses relating to Joint Venture**

**Z1.1**

**Insert the additional core clause 27.5**

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

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

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**  
**of their joint and several liabilities to the *Employer* to Provide the Works;**
  - i. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**

|             |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             |                                                         | <p>ii. <b>Identification of the roles and responsibilities of the constituents to provide the Works.</b></p> <ul style="list-style-type: none"> <li>• <b>Financial requirements for the Joint Venture:</b></li> </ul> <p>iii. <b>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;</b></p> <p>iv. <b>the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</b></p> |
| <b>Z1.2</b> |                                                         | <p><b>Insert additional core clause 27.6</b></p> <p><b>27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</b></p>                                                                                                                                                                                                                                                                                                                                                |
| <b>Z2</b>   | <b>Additional obligations in respect of Termination</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Z2.1</b> |                                                         | <p><b>The following will be included under core clause 91.1:</b></p> <p><b>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</b></p> <p><b>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</b></p> <ul style="list-style-type: none"> <li>• <b>commenced business rescue proceedings (R22)</b></li> <li>• <b>repudiated this Contract (R23)</b></li> </ul>                                       |
| <b>Z2.2</b> | <b>Termination Table</b>                                | <p><b>The following will be included under core clause 90.2 Termination Table as follows:</b></p> <p><b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b></p>                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Z2.3</b> |                                                         | <p><b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

---

**Z3 Right Reserved by the *Employer* to Conduct Screening through SSA**
**Z3.1**

The Employer reserves the right to conduct screening through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points. The following documents are needed from the company:-

1. Company registration number.
2. CIPC registration.
3. Company TAX clearance TCS Pin.
4. Copies of ID of directors.
5. Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original.
6. fingerprints must be submitted.
7. Copies of ID of employees who will be working on site.
8. Fingerprint of employees who will be working on site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted.
9. The contractor must make a copy of the extra Departmental documents and take
10. it to SAPS which prevents them from paying.
11. Note: Please take note that SSA takes 2 weeks for screening to take place once
12. all required documentation has been submitted

---

**Z4 Additional Clause Relating to Collusion in the Construction Industry**
**Z4.1**

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

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**Z5 Protection of Personal Information Act**
**Z5.1**

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

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## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

| Clause   | Statement                                                   | Data                                                                                                |
|----------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 10.1     | The <i>Contractor</i> is (Name):                            |                                                                                                     |
|          | Address                                                     |                                                                                                     |
|          | Tel No.                                                     |                                                                                                     |
|          | Fax No.                                                     |                                                                                                     |
| 11.2(8)  | The <i>direct fee percentage</i> is                         | %                                                                                                   |
|          | The <i>subcontracted fee percentage</i> is                  | %                                                                                                   |
| 11.2(18) | The <i>working areas</i> are the Site and                   |                                                                                                     |
| 24.1     | The <i>Contractor's</i> key persons are:                    |                                                                                                     |
|          | 1 Name:                                                     |                                                                                                     |
|          | Job:                                                        |                                                                                                     |
|          | Responsibilities:                                           |                                                                                                     |
|          | Qualifications:                                             |                                                                                                     |
|          | Experience:                                                 |                                                                                                     |
|          | 2 Name:                                                     |                                                                                                     |
|          | Job                                                         |                                                                                                     |
|          | Responsibilities:                                           |                                                                                                     |
|          | Qualifications:                                             |                                                                                                     |
|          | Experience:                                                 |                                                                                                     |
|          |                                                             | <b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b> |
| 11.2(14) | The following matters will be included in the Risk Register |                                                                                                     |

| 31.1                 |                  | The programme identified in the Contract Data is                             |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------------------|------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <b>A</b>             |                  | <b>Priced contract with activity schedule</b>                                |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 11.2(20)             |                  | The <i>activity schedule</i> is in                                           |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 11.2(30)             |                  | The tendered total of the Prices is                                          | <p><b>(in figures)</b></p> <p><b>(in words), excluding VAT</b></p>                                                                                                                                                                                                           |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                      |                  | <b>Data for Schedules of Cost Components</b>                                 | <p><i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i></p>                                                                                                      |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>A</b>             |                  | <b>Priced contract with activity schedule</b>                                | <b>Data for the Shorter Schedule of Cost Components</b>                                                                                                                                                                                                                      |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 41 in SSCC           |                  | The percentage for people overheads is:                                      | %                                                                                                                                                                                                                                                                            |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 21 in SSCC           |                  | The published list of Equipment is the last edition of the list published by |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                      |                  | The percentage for adjustment for Equipment in the published list is         | % (state plus or minus)                                                                                                                                                                                                                                                      |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 22 in SSCC           |                  | The rates of other Equipment are:                                            | <table> <tr> <th>Equipment</th><th>Size or capacity</th><th>Rate</th></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </table> | Equipment            | Size or capacity | Rate |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Equipment            | Size or capacity | Rate                                                                         |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                      |                  |                                                                              |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                      |                  |                                                                              |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                      |                  |                                                                              |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                      |                  |                                                                              |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                      |                  |                                                                              |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 61 in SSCC           |                  | The hourly rates for Defined Cost of design outside the Working Areas are    | <table> <tr> <th>Category of employee</th><th>Hourly rate</th></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>                                                                                 | Category of employee | Hourly rate      |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Category of employee | Hourly rate      |                                                                              |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                      |                  |                                                                              |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                      |                  |                                                                              |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                      |                  |                                                                              |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|                      |                  |                                                                              |                                                                                                                                                                                                                                                                              |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 62 in SSCC           |                  | The percentage for design overheads is                                       | %                                                                                                                                                                                                                                                                            |                      |                  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Transnet Pipelines.

Tender Number: TPL/2026/08/0562/10316/RFP

Description of the Works: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.



|            |    |                                                                                                                              |  |
|------------|----|------------------------------------------------------------------------------------------------------------------------------|--|
| 63<br>SSCC | in | The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are: |  |
|------------|----|------------------------------------------------------------------------------------------------------------------------------|--|

### 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.

TRANSNET PIPELINES

CONTRACT NUMBER: TPL/2026/08/0562/10316/RFP

DESCRIPTION OF WORKS: FOR THE INSTALLATION OF THE SMALLBORE STEEL PIPE WASTEWATER SYSTEM AT THE ALRODE AND WITBANK TRANSNET PIPELINES PETROLEUM PRODUCTS STORAGE AND HANDLING FACILITY.

# **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  
Transnet Corporate Centre  
138 Eloff Street  
Braamfontein  
Johannesburg  
2000

Date:

Dear Sirs,

## **Performance Bond for Contract No. : TPL/2025/02/0009/87973/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)

Transnet Pipelines

Tender Number: TPL/2026/08/0562/10316/RFP

Description of the Works: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

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## PART 2: PRICING DATA

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



## C2.1 Pricing Instructions: Option A

### 1. The *conditions of contract*

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

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

**Identified and defined terms**

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

#### 1.2. Measurement and Payment

- 1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.
- 1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion.
- 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 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.



Transnet Pipelines

Tender Number: TPL/2026/08/0562/10316/RFP

Description of the Works: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

**C2.2****Activity Schedule****Section A – Alrode**

| <b><u>ACTIVITY SCHEDULE</u></b> |                                                                     |                        |
|---------------------------------|---------------------------------------------------------------------|------------------------|
| <b>ACTIVITY NUMBER</b>          | <b>ACTIVITY DESCRIPTION</b>                                         | <b>ACTIVITY AMOUNT</b> |
|                                 | <b>Section 1</b>                                                    |                        |
|                                 | <b>Construction Scope of Work</b>                                   |                        |
| 1,0                             | Approval Safety, Health and Environment Compliance Files            |                        |
| 2,0                             | Civil Works Installation                                            |                        |
| 3,0                             | Pipe Support Work and Piping Installation                           |                        |
| 4,0                             | Mechanical Equipment Comprising Pump Set and Associated Connections |                        |
| 5,0                             | Electrical Works Installation                                       |                        |
| 6,0                             | Control System Installation                                         |                        |
| 7,0                             | Commissioning of the Entire Installation                            |                        |
| 8,0                             | Acceptance of Manuals, Data Sheets and Certificates of Compliance   |                        |
|                                 | <b>TOTAL CARRIED TO SUMMARY EXCLUDING VAT</b>                       |                        |

**Section B – Witbank**

| <b>ACTIVITY NUMBER</b> | <b>ACTIVITY DESCRIPTION</b>                                         | <b>ACTIVITY AMOUNT</b> |
|------------------------|---------------------------------------------------------------------|------------------------|
|                        | <b>Section 1</b>                                                    |                        |
|                        | <b>Construction Scope of Work</b>                                   |                        |
| 1,0                    | Approval Safety, Health and Environment Compliance Files            |                        |
| 2,0                    | Civil Works Installation                                            |                        |
| 3,0                    | Pipe Support Work and Piping Installation                           |                        |
| 4,0                    | Mechanical Equipment Comprising Pump Set and Associated Connections |                        |
| 5,0                    | Electrical Works Installation                                       |                        |
| 6,0                    | Control System Installation                                         |                        |
| 7,0                    | Commissioning of the Entire Installation                            |                        |
| 8,0                    | Acceptance of Manuals, Data Sheets and Certificates of Compliance   |                        |
|                        | <b>TOTAL CARRIED TO SUMMARY EXCLUDING VAT</b>                       |                        |



Transnet Pipelines

Tender Number: TPL/2026/08/0562/10316/RFP

Description of the Works: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

## Final Summary

| ACTIVITY NUMBER | ACTIVITY DESCRIPTION                                             | ACTIVITY AMOUNT |
|-----------------|------------------------------------------------------------------|-----------------|
|                 | <b>Alrode Spill Basin Pump System Installation B/F</b>           | R<br>-          |
|                 | <b>Witbank Spill Basin Pump Installation B/F</b>                 | R<br>-          |
|                 | <b>Sub Total</b>                                                 | R<br>-          |
|                 | <b>Add 0,25% for CSDG Goal as per Clause Z15,7</b>               | R<br>-          |
|                 | <b>Total Excluding VAT</b>                                       | R<br>-          |
|                 | <b>Add 15% VAT</b>                                               | R<br>-          |
|                 | <b>Total Value of Activity Schedule Carried to Form of Offer</b> | R<br>-          |

Transnet Pipelines  
Tender Number: TPL/2025/02/0009/87973/RFP  
Description of the Works: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.



**PART C3.: Works Information**

|    |                                                                                                                                                                                                             |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>Title: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.</b> |
| C3 | <i>Employer's Works Information</i>                                                                                                                                                                         |



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Transnet Pipelines

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|              |                                     |
|--------------|-------------------------------------|
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### **C3 Employer's Works Information**

#### **1. LIST OF TERMS AND ABBREVIATIONS**

Terms and /or abbreviations used in this Works Information are defined as follows:

|      |   |                                                               |
|------|---|---------------------------------------------------------------|
| ASME | - | American Society of Mechanical Engineers                      |
| ASTM | - | American Society for Testing & Materials                      |
| API  | - | American Petroleum Institute                                  |
| HSSE | - | Health, Safety, Security and Environment                      |
| ISO  | - | International Organization for Standardization                |
| OHSA | - | Occupational Health & Safety Act                              |
| SABS | - | South African Bureau of Standards (subsequently renamed SANS) |
| SANS | - | South African National Standards                              |
| TPL  | - | Transnet Pipelines                                            |
| QC   | - | Quality Control                                               |
| QA   | - | Quality Assurance                                             |
| RF   | - | Raised Face                                                   |
| SAT  | - | Site Acceptance Test                                          |
| TQ   | - | Technical Query                                               |

Transnet Pipelines

Tender Number: TPL/2026/08/0562/10316/RFP

Description of the Works: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

|      |   |                                                |
|------|---|------------------------------------------------|
| ITP  | - | Inspection and Test Plan                       |
| FAT  | - | Factory Acceptance Test                        |
| SAT  | - | Site Acceptance TEST                           |
| QMS  | - | Quality Management System                      |
| QMP  | - | Quality Management Plan                        |
| KPIs | - | Key Performance Indicators                     |
| RFI  | - | Request for Information                        |
| NCR  | - | Non- Conformance Report                        |
| AIA  | - | Approved Inspection Authority                  |
| ISO  | - | International Organization for Standardization |

## 2. INTERPRETATION AND TERMINOLOGY

| "Term" & Definition                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| " <b>As-Built Drawings</b> " shall mean a revised set of drawings submitted by the <i>Contractor</i> upon completion of the project and shall reflect all the changes made during the construction process and provide the final status of the finished installation |
| " <b>FAT</b> " Factory Acceptance Test shall mean the process in which the manufacturer test the equipment or a system before it is delivered to site to ensure that it is working built and operating in accordance with the design specifications.                 |
| " <b>Project</b> " shall mean any aspect of the assignment, management and administration for the Work, for example: site investigation, design, supervision, construction, etc.                                                                                     |
| " <b>Monthly Progress Report</b> " shall mean the detailed management report to be considered at the monthly meeting.                                                                                                                                                |
| " <b>Construction Regulations 2014</b> " shall mean Construction Industry Regulations, published by                                                                                                                                                                  |

|                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Government Notice No. R.692 in June 2014 or latest applicable edition.                                                                                                                                                                                                                                                  |
| <b>"Plant and Materials"</b> shall mean items intended to be included in the works                                                                                                                                                                                                                                      |
| <b>"Works Information"</b> shall mean the document that specifies what the <i>Contractor</i> must do and how the work must be carried out under the NEC contract                                                                                                                                                        |
| <b>"Programme"</b> shall mean the activity time plan designed and implemented by the <i>Contractor</i> covering all activities and tasks, including labor and other economic resourcing, which together constitute the entire scope of works under the Project.                                                         |
| <b>"Monthly Progress Report"</b> shall mean the detailed management report to be considered at the monthly meeting.                                                                                                                                                                                                     |
| <b>"Applicable Codes &amp; Standards"</b> shall mean the engineering codes and standards identified by the <i>Project Manager</i> or and any other authorized parties as being relevant and applicable to the Project, and which shall be used to achieve compliance and uniformity of approach throughout the Project. |
| <b>"Owner's Team"</b> shall be the Transnet appointed personnel to assist the <i>Employer's Agent</i> with the execution of the project.                                                                                                                                                                                |
| <b>"National Key Point"</b> shall mean any place or area which has under National Key Points Act, 1980 has been declared a National Key Point.                                                                                                                                                                          |
| <b>"Critical Infrastructure Protection Act 8 of 2019"</b> shall mean the legislation that governs the identification, declaration, and protection of critical infrastructure in South Africa, and which repealed the National Key Points Act, 1980.                                                                     |

### 3. PROJECT BACKGROUND

#### 3.1. Executive Overview

Transnet Pipelines (TPL) owns and operates a pipeline infrastructure for the transportation and bulk storage of petroleum products. As part of the pipeline infrastructure TPL Witbank and Alrode depots are used to handle, store and distribute these petroleum products to various clients. Infrastructure that is associated with TPL Witbank and Alrode Depots include tank farm

and manifolds designed with concrete bunds and the oil separator/s. Water that accumulates in the tank farm and manifold is connected to the spill basin which then requires subsequent disposal. The petroleum product is accumulated in the separator and dirty compartment of the spill basin and later disposed through an appointed *Contractor* to an accredited disposal facility. The spill basin is designed to be kept empty at all times in order to serve its primary function as an emergency containment facility should leaks or ruptures of pipeline infrastructure occur on site. The spill basins water discharge points are currently connected to the natural environment in both Depots.

Alrode Depot has a valid Effluent Discharge Permit that was issued by City of Ekurhuleni to discharge basin water to the Municipal sewer line. Witbank Depot applied for the Effluent Discharge Permit to discharge spill basin water at Emalahleni Local Municipality, and the permit will be issued after spill basin connection to the municipal sewer line. The spill basins in both Depots are not connected to the Municipal sewer lines and one of the requirements for Effluent Discharge Permit is to connect to the sewer line. Currently water from the spill basin is being trucked in order to be discharged and disposed of. There is a need to connect the Alrode and Witbank spill basins to the municipal sewer line to eliminate trucking costs and to have a more permanent solution of discharging water from the spill basin at the Alrode and Witbank depots.

#### 4. ***Employer's Objectives***

TPL intends to modernize and the existing upgrade the wastewater disposal system by providing a steel pipeline with its ancillaries from the spill basins/oil water separator to the respective municipal sewer system manholes for both the Alrode and Witbank depots.

- 4.1** To reduce the operating costs associated with manual disposal of wastewater through trucking to an accredited disposal site.
- 4.2** To provide a safe and efficient mechanism of disposing of the waste in a controlled manner into the municipal sewer system

#### 5. **SCOPE OF THE WORK**

**5.1 The scope of work to be executed through a single *Contractor* for both sites covers the following engineering trades and requirements:**

- 5.1.1 Mechanical
- 5.1.2 Process
- 5.1.3 Civil & Structural
- 5.1.4 Electrical

## 5.2 Alrode Site Scope of Work Overview

Listed below is a high-level scope overview, for a detailed specification refer to the attachment, "Annexure A: Technical Specification - Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility" and corresponding drawings, codes, standards and specifications.

### 5.2.1 Mechanical Scope of Work

The *Contractor* is required to execute the following mechanical scope of work.

- 5.2.1.1 Supply, prepare and install required equipment including the pump sets in accordance with the scope of work and technical documents.
- 5.2.1.2 Supply, fabricate and install the suction steel piping, including welding and connection to the pump suction nozzle and making good of the existing steel piping identified for re-use.
- 5.2.1.3 Supply, fabricate and install the steel sewer line from the pump discharge nozzle to the new manhole.
- 5.2.1.4 Connect the newly installed piping system into the manhole in accordance with the drawing specification requirements.
- 5.2.1.5 Install a meter that will measure the volume of water that will be discharged to the sewer line.
- 5.2.1.6 The *Contractor* shall install an instrumentation stand as well as a pressure gauge on the discharge side of the pump.
- 5.2.1.7 Carry out final inspection, testing, commissioning, and handover of the wastewater system to the *Project Manager*.

### 5.2.2 Electrical Scope of Work

- 5.2.2.1 Remove all redundant electrical equipment and material.
- 5.2.2.2 Connect the power cable to the pump motor and to the motor control center (MCC)
- 5.2.2.3 Connect the power cable to the existing low voltage switch gear (MCC)
- 5.2.2.4 Supply and connect the motor control system including the supply of material.
- 5.2.2.5 Cold and Hot test the pump set

### 5.2.3 Civil and Structural

- 5.2.3.1 Demolish the existing concrete and steel structures in accordance with the scope of work.

5.2.3.2 Carry out excavations in accordance with the technical specification.

5.2.3.3 Construct the required civil and reinforced concrete structures.

5.2.3.4 Supply, fabricate and install pipe supports and bases in accordance with the technical specifications and drawings.

#### 5.2.4 Safety

5.2.4.1 Procure 2X9kg DCP SABS certified fire extinguishers with purpose-built cabinets on site.

5.2.4.2 Supply mounted signage and place in visible space to be identified in close proximity to the pump set.

### 5.3 Witbank Scope of Work Overview

Listed below is a high-level scope overview, for detailed scope of work refer to the attached technical requirements document "Annexure A: Technical Specification - Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility" and corresponding drawings, codes, standards and specifications.

#### 5.3.1 Mechanical Scope of Work

The *Contractor* is required to execute the following mechanical scope of work.

5.3.1.1 Remove the flexible piping and replace with permanently fixed steel piping on the existing sewer system, including required flanges and fittings.

5.3.1.2 Supply, prepare and install required equipment in accordance with the scope of work and technical documents.

5.3.1.3 Supply, fabricate and install the suction and discharge steel piping including welding and connection to the pump suction nozzle as well as discharge to the new manhole.

5.3.1.7 Incorporate the existing meter that will measure volume of water that will be discharged to the sewer line.

5.3.1.8 Supply all other required material and equipment as indicated in technical documents.

5.3.1.9 Install an instrumentation stand as well as a pressure gauge on the discharge side of the pump.

5.3.1.10 Carry out final inspection, testing, commissioning, and handover of the wastewater system to the *Project Manager*.

#### 5.3.2 Electrical Scope of Work

5.3.2.1 Remove all redundant electrical equipment and material.

5.3.2.2 Supply, lay through the sleeves and connect the power and control cables to the relevant switch gear pane.

5.3.2.3 Connect the power cable to the pump motor and to the motor control center (MCC)

5.3.2.4 Cold and Hot test the pump set

#### 5.3.3 Civil and Structural

5.3.3.1 Carry out excavations in accordance with the specification document.

5.3.3.2 Construct a new manhole as per the supplied drawings.

5.3.3.3 Supply, fabricate and install pipe supports, plinths and bases in accordance with the technical specification.

5.3.3.5 Supply material and construct reinforced concrete product spill bund area

#### 5.3.4 Safety

5.3.4.1 Procure 2X9kg DCP SABS certified fire extinguishers with purpose-built cabinets on site.

5.3.4.2 Supply mounted signage and place in close proximity to the pump set.

#### 5.3.4 Construction Period

5.3.4.1 The *Employer* estimated construction period is 9 months for the Alrode depot and 8 months for the Witbank depot and this period excludes the defect liability period of 12 months

5.3.4.2 A shorter construction period that the *Employer* estimated period is accepted

## 6. MANAGEMENT AND START UP

### 6.1 Management Meetings

6.1.1 Meetings will be held weekly between *Project Manager* and the *Contractor* (and any other co-opted members and representatives) or on frequency determined by the two parties. All meetings will be physical on site meetings.

6.1.2 The venue for these meetings will at the construction site.

6.1.3 The *Contractor* shall be responsible for the compilation and distribution of the minutes of meetings.

6.1.4 The *Contractor* is to report the overall progress of the works and as a minimum requirement, the following is be addressed:

6.1.4.1 *Contractors* to report on all items listed in the NEC 3 core Clause, 31.

6.1.4.2 The progress of any other relevant activities.

6.1.4.3 To discuss any technical or commercial issues.

6.1.4.4 Problem areas or concerns.

6.1.4.5 Interface matters with the Employer.

6.1.4.6 Regular meetings of a general nature during construction may be convened and chaired by the *Contractor* as follows

**Table 4-2: Meetings Schedule During Construction**

| Title and purpose                                                                        | Approximate time & interval                   | Location                                   | Attendance by:                                                                                                             |
|------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Overall contract progress and feedback (from contract start date to contract completion) | Fortnightly                                   | Alternate between Alrode and Witbank Depot | <i>Project Manager, Contractor, Supervisor, and Others as determined by the parties.</i>                                   |
| Safety Meetings                                                                          | Fortnightly for each depot on different dates | Fortnightly for each depot                 | <i>Project Manager, Contractor, Supervisor Safety Health &amp; Safety Officer and others as determined by the parties.</i> |
| Payment Assessment Meeting                                                               | Monthly for each depot on different dates     | Alternate between Alrode and Witbank Depot | <i>Project Manager, Contractor, Supervisor, Quantity Surveyors and Others as determined by the Parties</i>                 |
| Quality and Engineering Meeting                                                          | Fortnightly on same dates of progress meeting | Alternate between Alrode and Witbank Depot | <i>Project Manager, Contractor, Health &amp; Safety Officers and others as determined by the</i>                           |

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|-------------------|-----------------------------|----------|----------------|
|                   |                             |          | parties.       |

6.2 All meetings are recorded using minutes or a register prepared and circulated by the *Contractor*. Such minutes or register is not used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

## 7. DOCUMENTATION CONTROL

### 7.1 General

7.1.1 In undertaking the works all documentation requirements for the works shall be dealt with in accordance with document DOC-STD-0001 – Rev03 (*Contractor* Documentation Submittal Requirements). The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Contractor*.

7.1.2 All contract correspondence is issued through document control. All hardcopy communication will be delivered to the *Project Manager* via the Document Controller at the Project site-office document control department as specified. Electronic communication can be transmitted to TPL Document Control email, and relevant Document Controller copied in.

7.1.3 The *Contractor* shall apply “wet signatures” to the original documentation before scanning the single sided, signed original prior to formal submission to the *Project Manager*.

7.1.4 The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractors* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

- 7.1.5 The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. The *Contractor* shall maintain electronic format of ALL project documentation for the duration of the contract.
- 7.1.6 All documentation and data submitted electronically, and hardcopy must conform to the project standards and quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the project standards and quality requirements will be cause for rejection and shall be returned to the *Contractor* for corrective action and re-submission.
- 7.1.7 Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.
- 7.1.8 The *Contractor* shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.

## 7.2 Redlines Drawings, Operating Manuals and Data Packs

The *Contractor* provides the following:

Red Lined/Final Documentation

- 7.2.1 In undertaking the works (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *Contractor* Document Submittal Requirements and TPL-TECH-DO-WI-001 Rev 01
- 7.2.2 The *Contractor* will prepare the final redlined drawings and handover to the *Project Manager* within 7 days before commission
- 7.2.3 Installation, Maintenance and Operating Manuals and Data Books
- 7.2.4 The *Contractor* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
- 7.2.5 Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- 7.2.6 The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
- 7.2.7 The originals of all brochures shall be issued to the *Project Manager*. When a general

brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.

7.2.8 The address, phone numbers, fax numbers and reference numbers of all Sub-*Contractors* is provided.

7.2.9 The required number of copies of the manual (s) shall be as specified by the *Project Manager* and submitted according to the type or model number of equipment included in the contract, or as specified by the *Project Manager*.

7.2.10 A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -

7.2.10.1 Project Name

7.2.10.2 Manual Title, e.g. Installation, Maintenance and Operating Manual

7.2.10.3 FBS No. and Title

7.2.10.4 Manual Numbering (e.g. Volume 1 of 2, etc.)

7.2.10.5 Contract Number

7.2.10.6 *Contractor* Name

7.2.11 Unless otherwise stated in the CDS, the required number of copies of all Redlines /Final/Data Packs shall be:

7.2.11.1 1 hard copy Original

7.2.11.2 1 soft copy (via EDMS system) or agreed method of transfer.

## 8. HEALTH & SAFETY AND RISK MANAGEMENT

### 8.1 General

8.1.1 In carrying out all obligations to the *Employer* in terms of this contract, which obligations include, amongst others, providing the works; using Plant, Materials and Equipment; and whilst at the site for any reason, the *Contractor* is the "*Employer*" in terms of the Occupational Health and Safety Act, No. 85 of 1993, in respect of its activities and in relation to its employees, agents, Subcontractors and mandataries.

8.1.2 The *Contractor* does not consider itself under the supervision or management of the *Employer* with regards to compliance with the Safety, Health and Environmental requirements.

8.1.3 The *Contractor* is responsible for the supervision of its employees, agents, Subcontractors and mandataries and takes full responsibility and accountability for ensuring that they are

competent, aware of the Safety, Health and Environmental requirements, whilst executing the works in accordance with the Safety, Health and Environmental requirements.

8.1.4 The *Contractor* ensures compliance with the following safety documents/regulations:

8.1.4.1 The provisions of the Occupational Health and Safety Act, No. 85 of 1993 and all applicable regulations (as amended), binding in terms thereof;

8.1.4.2 The latest versions of standards, procedures, specifications, rules, systems of work and requirements of the *Employer*, copies of which will be provided to the *Contractor* on request.

8.1.4.3 The Health and Safety Plan prepared by the *Contractor* in accordance with the *Employer's Contractor Health and Safety Guidelines* (TNR-IMS-GRP-GDL-014.3) and Environmental Specification requirements.

8.1.4.4 The *Contractor* ensures that its employees, agents, Subcontractor's and mandataries comply with the provisions of the Occupational Health and Safety Act, No. 85 of 1993, and all applicable regulations binding in terms thereof as well as the *Employer's Safety, Health and Environmental Specification* whilst making use of plant, materials and equipment and whilst at the Site for any reason whatsoever.

8.1.4.5 The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expenses that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Subcontractor's and mandataries to comply with their obligations, and/or the failure of the *Employer* to procure the compliance by the *Contractor*, its employees, agents, Subcontractor's and/or mandataries with their responsibilities and/or obligations in terms of or arising from the Occupational Health and Safety Act (OHSA), No. 85 of 1993.

## 8.2 Mandatory Agreements

The *Contractor* Confirms that:

8.2.1 In terms of sections 37(1) and 37(2) of the OHSA, the *Employer* is relieved of any and all its responsibilities and liabilities pertaining to the activities performed by the *Contractor* (and its employees, agents, Subcontractor's and mandataries) relating to the works; the use of plant, materials and equipment; and whilst at the Site for whatsoever reason.

8.2.2 The *Contractor* confirms that, in terms of the Construction Regulations 2014 or latest edition, Regulation 6, it is hereby mandated as the designer and must perform all duties required of a designer.

8.2.3 The *Contractor* confirms that he has been provided with sufficient information regarding the health and safety arrangements applicable to the works; the use of Plant, Materials and Equipment, as well as at the site.

8.2.4 In addition, the *Contractor* ensures that:

8.2.4.1 Prior to the *Contractor* commencing with any operations/ activities relating to the works and/or prior to gaining access to the Site, the *Contractor* concludes a written mandatory agreement with the *Employer* in terms of section 37(2) of the OHS Act and 5(1)(k) under the construction regulations. The aforementioned agreement constitutes a record of the written arrangements and procedures between the *Contractor* and *Project Manager* regarding health and safety.

8.2.4.2 As far as is reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances is maintained.

8.2.4.3 As far as is reasonably practicable, all hazards pertaining to the health and safety of persons and harm to the environment that are attached to any work which is performed, any article or substance which is produced, processed, used, handled, stored or transported and any plant or machinery which is used in its business, is clearly identified and, as far as is reasonably practicable, further establishes what precautionary measures should be taken with respect to such work, article, substance, plant and machinery in order to protect the health and safety of persons and or harm to the environment, and provides the necessary means to apply such precautionary measures.

8.2.4.4 Such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of its employees, agents, Subcontractor's and mandataries is provided.

8.2.4.5 As far as is reasonably practicable, no employee, agent, Subcontractor and mandatary performs any work or produces, processes, uses, handles, stores or transports any article or substance or operates any Plant or machinery, unless the precautionary measures contemplated or any other precautionary measures which may be prescribed have been taken.

8.2.4.6 Such measures as may be necessary in the interest of health and safety and the environment are enforced.

8.2.4.7 Work is performed and that plant, materials or equipment is used under the direct supervision of a person trained to understand the hazards associated with it and who has the authority to ensure that precautionary measures required by the *Project Manager* are implemented.

8.2.4.8 All employees are informed of the scope of their authority as contemplated in OHS Act.

### 8.3 Construction Regulations Compliance

The *Contractor* 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 Works Information. The *Contractor* shall comply with the provisions of the Occupational Health and Safety Act, 85 of 1993 and relevant regulations as amended. The *Contractor* performs duties of the *Employer* and is in every respect responsible for compliance with the provisions of the act. The *Contractor* will be responsible for the safety, health and environmental rules that *Employer* may require to be implemented. The *Contractor* shall ensure that no employees or persons working on his/her behalf are allowed to enter any TPLsite, 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 *Contractor* 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 TPL site, the *Contractor* shall submit a Safety, Health and Environmental Compliance file for review and accepted by the *Project Manager*. The submission requirements will be aligned to the Works Information of the *Contractor*.

The SHE Compliance File should contain the following as a minimum:

8.3.1 Site Specific Organogram of reporting structure. This document must provide all persons appointed in terms of OHS Act No.85 of 1993 including contact details. (Revision, date, approval).

8.3.2 *Contractor* scope of work information and company profile

8.3.3 Notification of Construction Work to the Department of Labour: Document to display required information as per OHS Act No.85 of 1993 – Construction Regulations Annexure A, must carry the stamp of acceptance from the Department of Employment and Labour.

8.3.4 Insurance Cover

- 8.3.4.1 *Contractor* proof of good standing with the compensation fund or with a licensed compensation insurer (FEM/WCA) – Letter of Good Standing
- 8.3.4.2 Proof of public liability insurance cover
- 8.3.5 Management Plans
  - 8.3.5.1 Health and Safety Plan, environmental plan, etc. specific to the project based on the scope of work and correlating with Specifications provided by the *Employer*
  - 8.3.5.2 Approved *Contractor* Health and Safety
- 8.3.6 Site specific emergency plan
  - 8.3.6.1 Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet/s
  - 8.3.6.2 PPE Policy and most recent issue register
  - 8.3.6.3 *Contractor* registration with the Department of employment and labour as an electrical *Contractor* (Electrical Work)
  - 8.3.6.4 Installation Electrician registration with Department of employment and labour (Electrical Work)
- 8.3.7 Fully completed and signed Legal Appointments as required by legislation and training certificates as well as abbreviated CV attached to the appointments, minimum following appointments but not limit to:
  - 8.3.7.1 Sec. 16(1) – Chief Executive Officer
  - 8.3.7.2 Act 16(2) – Delegated authority (Assistant to the Chief Executive Officer)
  - 8.3.7.3 CR 5(1) (k) Principal *Contractor*
  - 8.3.7.4 GSR 3, 4 – First Aider
  - 8.3.7.5 GAR 9(2) – Competent Person to do Investigations / Incident Accident Investigator
  - 8.3.7.6 CR 8(1) – Construction Manager
  - 8.3.7.7 CR 8(5) – Construction Safety Officer
  - 8.3.7.8 CR 8(7) – Construction Supervisor
  - 8.3.7.9 CR 9(1) – Risk Assessor
  - 8.3.7.10 CR 10 (1) (a) - Competent Person to Prepare the Fall Protection Plan
  - 8.3.7.11 CR 13(1)(a) – Excavation Supervisor
  - 8.3.7.12 CR 23(1)(k) - Construction vehicle and mobile plant Inspector
  - 8.3.7.13 CR 24(e) - Temporary Electrical Installation Inspector
  - 8.3.7.14 CR 28(a) – Stacking and Storage Supervisor
  - 8.3.7.15 CR 29 (h) – Fire Fighter

- 8.3.7.16 CR 29(h) - Fire extinguisher inspector
- 8.3.7.17 EIR 9 - Installation Electrician appointment
- 8.3.7.18 GSR 13(a) – Ladder Inspector
- 8.3.7.19 Induction application forms completed for every employee of the *Contractor* performing work on site, the following shall be attached:
  - 8.3.7.20 Employee dossier with applicable documentation.
  - 8.3.7.21 Certified copies of IDs not older than three months.
  - 8.3.7.22 Work permits for foreign nationals.
  - 8.3.7.23 SAPS Police clearance certificate (SAPS 365).
  - 8.3.7.24 Valid certificate of medical fitness for all – issued by Occupational Health Practitioner (i.e. Annexure 3)
  - 8.3.7.25 Proof of competence.
  - 8.3.7.26 Fall Protection Plan, specific to the scope of work and rescue plan. This shall include a task / job specific risk assessment.
  - 8.3.7.27 Risk Assessments: Safe Operating Procedures
  - 8.3.7.28 Project specific risk assessment indicating the full scope of work – Task based risk assessments.
  - 8.3.7.29 Method statement / safe work procedure for each specific task to be performed
  - 8.3.7.30 Safe work procedures
  - 8.3.7.31 Signed copy of mandatory agreement provided in terms of section 37(2) of OHS Act.
- 8.3.8 Training records and competency certificates:
  - 8.3.8.1 Relevant training certificates of Personnel involved in the project.
  - 8.3.8.2 Legal Liability, Incident Investigation and Risk Assessment for Supervisors and management
  - 8.3.8.3 Copies of training certificates certified within three months.
  - 8.3.8.4 Training matrix (Management, supervisors, and employees)
- 8.3.9 Copy of equipment registers to be used with copy of each item's inspection checklist. The registers are not limited to the following, depending on the scope of work:
  - 8.3.9.1 Excavation Inspection Register
  - 8.3.9.2 Hand tools Inspection register
  - 8.3.9.3 Barricading Inspection Register
  - 8.3.9.4 Daily Risk Assessment and Toolbox Talk

Transnet Pipelines

Tender Number: TPL/2026/08/0562/10316/RFP

Description of the Works: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

- 8.3.9.5 PPE Inspection Register
- 8.3.9.6 First Aid kit Inspection Register
- 8.3.9.7 Fire Fighting Equipment Register
- 8.3.9.8 Portable electrical Equipment Register
- 8.3.9.9 Pneumatic Tool Register
- 8.3.9.10 Compressor Checklist
- 8.3.9.11 Ladder Inspection Register
- 8.3.9.12 Vehicle Inspection Register
- 8.3.9.13 Construction Vehicles and mobile plant Inspection Register
- 8.3.9.14 Lifting Equipment Inspection records, etc.
- 8.3.9.15 Copies of calibrations certificates for testing devices and measuring equipment and the gauge/s to be used for hydrotest.
- 8.3.9.16 Copy of pressure test certificate of the compressor in the last 36 months
- 8.3.10 Incident / Accident Management Procedure including reporting, recording and investigation of incidents and accidents with a register of reportable injuries to the Provincial Director as well as register of first aid injuries.
- 8.3.11 Copy of the OHS act and its Regulations, COID Act Regulations

## 8.4 Health and Safety Obligations

In addition to the mandatory agreements, the *Contractor*:

- 8.4.1 Ensures that all statutory appointments (as required in terms of the Occupational Health and Safety Act, No. 85 of 1993 and other appointments required in terms of the *Employer* terms thereof, as amended) read *Employer's Contractor* Health and Safety Specification Guidelines (TRN-IMS-GRP-GDL-014.3) and Environmental Specification are in place and that all appointees are cognizant of their duties and responsibilities in terms of such appointments.
- 8.4.2 Ensures that such appointees execute their duties and responsibilities as required by such an appointment.
- 8.4.3 Ensures that all personnel brought by itself onto site (including employees of *Contractors* and Subcontractors) are suitably qualified and trained for the performance of the task, duties, and functions, which will be allocated to them.
- 8.4.4 Immediately reports any occupational or other injuries, near miss events, property damage, environmental related incidents as well as any potential threat to the health and safety of

individuals at the works or on the site, as soon as he becomes aware thereof, to the *Employer*.

8.4.5 Complies with the *Employer's* Occurrence and Non- Conformance Management Procedure (TRN-IMS-GRP-PROC-013), Environmental, Occupational Health & Safety Incident Management Procedure, relating to the reporting and investigation of incidents.

8.4.6 Conducts a risk assessment regarding the utilization of PPE and thereafter ensure that PPE of good quality is issued (at its own cost) to its employees, agents, *Contractors*, Subcontractors, and mandataries prior to such individuals accessing the site.

8.4.7 Notwithstanding the overall responsibility of the *Contractor* to ensure compliance with the provisions of the Occupational Health and Safety Act, No. 85 of 1993 and all applicable regulations (as amended), the regulations binding in terms thereof and the Safety Health and Environmental requirements, the *Contractor* ensures, amongst others:

8.4.7.1 Ensures that all statutory appointments (as required in terms of the OHSA and regulations binding in terms thereof) and other appointments required in terms of the SHE Requirements, are in place and that all appointees are cognizant of their duties and responsibilities in terms of such appointments.

8.4.7.2 Must ensure that such appointees execute their duties and responsibilities as required by such an appointment.

8.4.7.3 Ensures that all personnel brought by itself onto Site (including employees of *Contractors* and Subcontractors) are suitably qualified and trained for the performance of the task, duties and functions, which will be allocated to them;

8.4.7.4 Must immediately report to the *Project Manager* any occupational injuries, near miss events, property damage, environmental related incidents as well as any potential threat to the health and safety of individuals at work or on the Site, as soon as it becomes aware thereof.

8.4.7.5 Conduct a risk assessment regarding the utilization of PPE and thereafter ensure that PPE of good quality is issued (at its own cost) to its employees, agents, *Contractors*, Subcontractors and mandataries prior to such individuals accessing the Site.

8.4.8 PPE Requirements for entry into Primary Area (operational Areas):

8.4.8.1 Dromex DW – D59 FA, 100% cotton, flame retardant and Acid resistant SABS approved conti suit with long sleeves. Materials meeting the requirements of SANS

434, antistatic properties EN 1149 with silver reflective strip (50mm in width) on each sleeve around upper arm and each leg, meeting the requirements for EN471.

8.4.8.2 Safety footwear with steel toe protection, anti-static, slip resistant, hydrocarbon resistant and leather material.

8.4.8.3 Hard hat with chin straps meeting requirements of SANS 1397:2003

## 8.5 Contractor's Health and Safety Plan

The *Contractor* shall, prior to commencement of the works, provide a sufficiently documented and coherent site-specific health and safety plan, which must be accepted by the *Project Manager* prior to commencement of the works. This plan must be reviewed and updated as the works progress. The plan must cover all activities that will be carried out on the project Site, from mobilization and set-up through to rehabilitation and decommissioning. Reference shall be made to the *Employer's* Health and Safety Specification, compiled in accordance with the Construction Regulations 2014. The plan must demonstrate the *Contractor's* commitment to health and safety and must, as a minimum, include the following:

8.5.1 A copy of the *Contractor's* health and safety policy and objectives, in terms of Section 7 of the OHS Act.

8.5.2 Procedures covering hazard identification and risk assessments.

8.5.3 Applicable legal and other requirements, including measures to ensure compliance with these requirements.

8.5.4 Measures to ensure that HSE information is accessible to relevant personnel.

8.5.5 Assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of the Construction Manager, health and safety officers, supervisors, health and safety representatives and first aiders.

8.5.6 Training and awareness systems to ensure that each employee is suitably trained and competent, including procedures for identifying training needs and providing the necessary training.

8.5.7 Communication, participation and consultation arrangements covering health and safety, safety observations, coaching, toolbox talks, daily safe task instructions, project health and safety meetings and notice boards.

8.5.8 Project-specific documentation required for the effective management of health and safety on the project, including processes for the control of these documents.

8.5.9 Processes and procedures for maintaining safe work procedures, for effectively managing

health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, grinding, cutting, welding, radiation and the like.

8.5.10 Public safety.

8.5.11 Emergency preparedness and response procedures.

8.5.12 Management of change to ensure that health and safety risks are considered before changes are implemented.

8.5.13 Subcontractor alignment procedures for the assessment of sub-*Contractors* and suppliers regarding health and safety requirements and performance before contracts or purchase orders are awarded.

8.5.14 Measuring and monitoring plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. noise, dust, etc.) in order to determine the effectiveness of control measures.

8.5.15 Incident reporting and investigation procedures, describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis.

8.5.16 Non-conformance and action management procedures concerning the management of corrective actions.

8.5.17 Performance assessment and auditing procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, daily site health and safety inspections and management review processes to assess the effectiveness of health and safety management efforts.

8.5.18 The *Contractor* shall also ensure that all Subcontractors are aware of and have the resources required for implementation of the health and safety plans.

## 8.6 Site Supervision

8.6.1 The *Contractor* shall nominate and appoint a responsible person on Site to whom the *Project Manager* may refer in connection with the works. Persons shall be nominated for all shifts worked or whilst any activity relating to the Contract is being performed on Site, with the necessary authority to bind the *Contractor* with respect to the Contract. (OH&S Act - 16 Sections (2)).

8.6.2 The *Contractor* must ensure that the performance of all works is supervised throughout by a sufficient number of qualified and competent appointed representatives of the *Contractor*, who have experience in the type of work specified.

8.6.3 No works may commence and or continue without Supervisory Appointees present on site.

The *Contractor's* Site Supervisors must be equipped with a mobile telephone with message bank and/or two-way radio or an equivalent communication device so that communication throughout the Contract can be maintained at all times.

8.6.4 The *Contractor's* Site Supervisor shall provide a list of names and contact telephone numbers of all *Contractor's* and Subcontractor's contact persons on Site. This list shall be updated as a new *Contractor* or Subcontractor employee commences on Site.

8.6.5 The *Contractor's* Site Supervisor shall keep a record of all employees, including date of induction, relevant skills and licenses, and be able to produce this list at the request of the Supervisor.

8.6.6 The Site Safety Representative shall be notified of any new starter with evidence of induction, as per the site Induction Application Pack prior to commencement of the works.

## 8.7 *Contractor's* Health and Safety Officer

The *Contractor* shall appoint a full-time Health and Safety Officer for the duration of the Contract. If more than 100 employees are deployed on the Site, directly or through Subcontractors, at least two full-time Health and Safety Officers must be appointed, with an additional Health and Safety Officer appointed for every 100 additional employees thereafter.

The Health and Safety Officer must be on Site when the works commence at the start of the day and must remain on site until all activities for that day (including the activities of Subcontractor) have been completed. A Health and Safety Officer must be present during all shifts. If works are carried out over more than one shift per day, the *Contractor* shall make provision for an additional Health and Safety Officer.

The *Contractor's* Health and Safety Officer shall be responsible for:

8.7.1 Reviewing all applicable legal and project health, safety and environmental requirements and providing guidance to the *Contractor* and Subcontractor personnel, to assist them in maintaining compliance at all times.

8.7.2 Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the *Contractor*.

8.7.3 Participating in the baseline risk assessment for the *Contractor's* scope of work (prior to Site establishment) and ensuring that identified control measures are implemented.

8.7.4 Participating in all task-based risk assessments conducted for the works to be carried out by the *Contractor* and ensuring that identified control measures are implemented.

- 8.7.5 Conducting health and safety induction training for all *Contractor* and Subcontractor personnel.
- 8.7.6 Compiling and maintaining all health, safety and environmental related documents and records required of the *Contractor*.
- 8.7.7 Communicating relevant health, safety and environmental information to the *Contractor's* and Subcontractor's personnel (e.g. incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.).
- 8.7.8 Carrying out safety observations and coaching (once per day).
- 8.7.9 Evaluating the daily safe task instructions (DSTI's) conducted by the *Contractor's* appointed supervisors and attending at least one DSTI each day.
- 8.7.10 Attending monthly health, safety and environmental meetings.
- 8.7.11 Assisting with the implementation of the *Contractor's* Health and Safety Management Plan and associated Safe Work Procedures.
- 8.7.12 Carrying out planned task observations on an ad hoc basis.
- 8.7.13 Assisting with the implementation, testing and maintenance of an effective emergency response plan for all *Contractor* and Subcontractor activities.
- 8.7.14 Responding to workplace incidents (as appropriate).
- 8.7.15 Participating in incident investigations.
- 8.7.16 Maintaining accurate health and safety statistics (for the *Contractor* and all Subcontractors), and compiling health and safety performance reports as required.
- 8.7.17 Auditing the health, safety and environmental management system and workplace activities of the *Contractor* and each Subcontractor on a monthly basis to assess compliance with the project health, safety and environmental requirements.
- 8.7.18 Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).

## 8.8 Performance Measurement and Reporting

### 8.8.1 Health and Safety File

The *Contractor* shall open and keep on site a health and safety file, to include all documentation required in terms of the OHS Act and the Construction Regulations. This file must be available for inspection by the *Project Manager*, the *Employer's* agents or government inspectors. This file must be handed to the *Project Manager* upon completion of the works.

#### 8.8.2 Health and Safety Statistics

The *Contractor* and each of its Subcontractors shall complete and submit health and safety statistics to the *Project Manager* before mid-day on the Friday of each week. The *Contractor* shall submit monthly health and safety statistics before mid-day on the last day of each month to the *Project Manager*.

#### 8.8.3 Safety Management Records

The *Contractor* shall submit to the *Project Manager* for acceptance a schedule of the specific health and safety records to be maintained for the Contract. As a minimum, such records shall meet the requirements of the applicable legislation. Copies shall be provided to the *Project Manager* as and when requested.

#### 8.8.4 Safety Audit by the *Project Manager*

The *Project Manager* has the right to conduct at any time audits and inspections covering the implementation of the Health and Safety Management Plan, ongoing operations, equipment, emergency procedures and the like. The *Contractor* shall fully cooperate with the *Employer's* audits and inspections. Such audits and inspections shall not relieve the *Contractor* from conducting separate audits and reviews of their own health and safety performance.

Where such audits or inspections reveal deficiencies in the *Contractor's* procedures, drills, training or equipment, or non-conformances with the *Contractor's* accepted Health and Safety Management Plan, which are of a minor nature, the *Contractor* shall investigate the cause of the nonconformance and initiate corrective and preventive action to rectify any deficiencies as soon as practicable.

#### 8.8.5 Daily Safe Task Instructions (DSTI's)

DSTI's shall be conducted by the *Contractor's* appointed supervisors before the start of each shift, which shall be attended by the *Contractor's* Health and Safety Officer. Attendance records and brief notes shall be kept for auditing and record purposes.

#### 8.8.6 Fortnightly Safety Meetings

The *Contractor* shall conduct weekly safety meetings with his employees to foster safety awareness. Copies of minutes and action items arising from such toolbox meetings shall be made available for review by the *Project Manager*. Such meetings shall, as a minimum, address the following:

8.8.6.1 Accident or safety incidents.

8.8.6.2 Hazardous conditions.

8.8.6.3 Hazardous materials and substances.

8.8.6.4 Work procedures.

8.8.6.5 Protective clothing and equipment.

8.8.6.6 Housekeeping.

8.8.6.7 General safety topics.

8.8.6.8 Job or work look-ahead issues.

8.8.6.9 Safety statistics.

#### 8.8.7 Significant Safety Occurrences (SSO).

The fortnightly meetings shall be attended by the *Contractor's* Construction Manager and Health and Safety Officer as well as the *Project Manager* or the *Employer's* nominated representative.

#### 8.8.8 Fortnightly Safety Meetings

The *Contractor* shall conduct at least one formal safety meeting per month and shall maintain appropriate records of attendance and meeting content. Such meetings may be attended by the *Project Manager*. Records of such meetings shall be compiled by the *Contractor* and made available to the *Project Manager*.

#### 8.8.9 Job Safety Analysis

The *Contractor* shall complete a Job Safety Analysis prior to carrying out any activity on Site.

### 8.9 Roles and Responsibilities

#### 8.9.1 Construction Manager

The roles and responsibilities of the Construction Manager include but not limited to the following:

8.9.1.1 Implement the safety management plan and systems.

8.9.1.2 Monitor compliance with the established safety management plan and systems.

8.9.1.3 Ensure risks are maintained at an acceptable level.

8.9.1.4 Ensure construction management team are competent in executing the work assigned to them.

8.9.1.5 Provide planning, organization, leadership and control.

8.9.1.6 Provide specific technical competencies for critical work.

8.9.1.7 Provide adequate supervision and control on each shift.

8.9.1.8 Regular monitoring and assessment.

8.9.1.9 Workplace inspections.

8.9.1.10 Ensure compliance to all applicable health and safety regulatory requirements.

8.9.1.11 Site Personnel Responsibility

8.9.1.11.1 The Health and Safety Management Plan shall describe the responsibilities of each member of the *Contractor's* team, including site supervisors and workers, to ensure sure that high priority is given towards safety and health matters.

8.9.1.11.2 The *Contractor* and sub-*Contractor's* workforce shall at all stages be kept aware of safety related matters, to include supervision, safety notice boards, toolbox meetings and daily pre-start meetings.

8.9.1.11.3 Note: In addition to the responsibility stated above the Health and Safety Officer is required to undertake all environmental management activities during the construction period.

## 9. SECURITY

9.1 The Alrode and Witbank depots are identified and classified as a National Key Point in terms of the National Key Point Act of 1980 (as amended) and is to be read in conjunction with CRITICAL INFRASTRUCTURE Protection Act 8 of 2019 (as amended). All requirements (such as security clearance for all workers) must be adhered to.

9.2 Contractors to provide the Project Manager with a list of all site based staff prior to access to the Sites.

9.3 Contractors staff are required to provide proper form of identification (ID Card, Driver's license) on a daily basis for access to the site.

9.4 Failure to produce valid ID or not being included on the approved list will result in the staff being denied access to the site. This will be at the Contractors' risk.

9.5 The *Employers* security personnel will carry out the above checks daily for access purposes.

## 10. FIRE PROTECTION

10.1 The *Contractor* complies with the requirements of the *Employer's* Safety Health and Environmental Specification pertaining to fire protection during construction. The *Contractor* ensures that adequate firefighting apparatus is provided at all his sites, and that his staff are trained in the use of this apparatus.

10.2 Precautions are taken to prevent any occurrence of fires or explosions while carrying out any

work near flammable gas and liquid systems.

10.3 Any tampering with the *Employer's* Fire Equipment is strictly forbidden. All exit doors, fire escape routes, walkways, stairways and stair landings are kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment remains accessible at all times.

10.4 The *Employer's* Alrode and Witbank Depots contains bulk storage tanks and involves the handling of highly flammable petrochemical products and poses an increased fire risk. Therefore, all works within the depot is controlled by *Employer's* operations under strict permit conditions.

10.5 The permit conditions as a minimum, for hot works requires that the *Contractor* provides a fire watch or fire standby.

10.6 Each Depot is regarded as a work permit area.

## **11. ENVIRONMENTAL MANAGEMENT**

### **11.1 General**

11.1.1 All works shall be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act. 107 of 1998). It is also the responsibility of the *Contractor* to comply and be familiar with all other national governmental, provincial, municipal and local laws, ordinances, regulations, by-laws and acts of parliament, licenses, approvals and permits relating to the environment which are applicable.

11.1.2 The *Project Manager* or *Employer's* Environmental representative may stop the works whenever violations are observed in breach of the EMP, water discharge requirements, environmental laws or regulations. The costs or delays of any such works stoppage, reparation and resultant standby time will be for the *Contractor's* account. Failure or refusal by the *Contractor* to correct the observed violation may result in the termination of the Contract.

### **11.2 Training**

11.2.1 All of the *Contractor's* employees shall receive environmental induction training, to ensure that they are aware of their responsibilities and are competent to carry out their work in an environmentally acceptable manner.

11.2.2 Induction Training for all visitors to the construction area is to be undertaken by the *Contractors Health & Safety Officer*.

11.2.3 Workers shall receive further toolbox talks to be presented by the *Contractor's* Health and Safety Officer and covering specific environmental topics that are relevant to their

activities. These toolbox talks shall be supplemented by site-wide environmental awareness campaigns by the *Contractor* to promote sensitivity to and understanding of environmental management issues.

11.2.4 Training must cover general environmentally responsible conduct, storage and handling of chemicals and potentially hazardous substances, waste management and prevention of pollution of natural resources.

11.2.5 Records of all training shall be kept and will form part of the environmental audits on Site on as and when required basis.

11.2.6 Subcontractors shall be compelled through their Contract conditions to follow all requirements of the EMP (Environmental Management Plan). The necessary training to their workforce shall be provided by the *Contractor* to ensure that the requirements of the EMP are met and maintained on site.

### 11.3 Incident Reporting

11.3.1 The *Contractor* shall immediately notify the *Project Manager* of any environmental incidents on Site. The *Contractor* shall be responsible for investigating all environmental incidents, instituting the required remedial measures and issuing of close-out reports. All costs associated with the prevention, control, cleaning and remediation of any environmental incidents, spills or releases resulting from the *Contractor's* activities shall be to for the *Contractor's* own account.

11.3.2 The *Contractor* shall maintain a register of all environmental incidents.

11.3.3 Close-out reports shall be submitted to the *Project Manager* and *Employer's* Environmental representative within 14 days of occurrence of the incident. Case-specific extensions may be considered at the sole discretion of the *Project Manager*.

### 11.4 Waste Management

11.4.1 The *Contractor* is responsible for the collection and removal of all waste generated from the Site as a result of Site activities. The *Contractor* shall be familiar with the waste management requirements as outlined in the EMP.

11.4.2 The *Contractor* shall ensure that all waste is removed to appropriate licensed waste management facilities. Proof of such licensing shall be obtained and kept on file, for review by the *Project Manager* or the *Employer's* Environmental representative.

11.4.3 A waste manifest shall be retained for record purposes for each load of waste disposed.

The classification of waste will determine the methods for handling and disposal of the material.

11.4.4 The *Contractor* shall implement the following waste management measures:

11.4.4.1 Minimize waste in accordance with a waste management hierarchy.

11.4.4.2 Categorize waste in line with the National Waste Information Regulations.

11.4.4.3 Segregate waste to facilitate reuse and to ensure that recyclable waste is handled in an appropriate manner.

11.4.4.4 Appoint an approved waste services *Contractor*, licensed to collect waste and to transport, recycle and dispose of such waste at a licensed waste disposal facility.

11.4.4.5 Keep a 100% record of all waste generated and disposed at the waste disposal facility, to include a waste manifest system covering all waste streams.

11.4.4.6 Should any asbestos materials be found on site during excavations, the *Contractor* shall be responsible for the handling and transportation of this material from point of source to the disposal site in accordance with relevant legislation. A Compensation Event may be issued to the *Contractor* in such instances.

## 11.5 Hazardous Substances

11.5.1 The *Contractor* shall observe all applicable legislation, including specific requirements of the EMP relating to the handling, storage and transportation of hazardous substances as defined in the Hazardous Substances Act (Act No. 15 of 1973), the Occupational Health and Safety Act (No. 85 of 1993), applicable SABS, SANS and international standards, the EMP, SES and the local Bylaws.

11.5.2 The *Contractor* shall, as a minimum, comply with the following requirements:

11.5.3 Storage and use of hazardous materials shall be strictly controlled to prevent environmental contamination, in accordance also with the materials safety data sheets (MSDS's).

11.5.3.1 Hazardous material shall be stored in a lockable area with a sealed floor.

11.5.3.2 Storage facilities shall be regularly inspected for leaks and corrosion.

11.5.3.3 Accidental spillage of any fuel or hazardous substances shall be cleaned up immediately using the most appropriate methodologies, equipment and material.

11.5.3.4 The *Contractor* shall develop a spill response plan for the event of any spills of fuel, oils, solvents, paints or other hazardous materials. The plan shall describe measures to be taken to remove contaminated soils and materials from site to achieve complete removal of contamination.

11.5.3.5 The spills response plans shall include a procedure to distinguish between spills which can be cleaned up by the *Contractor* and those that require specialist input.

11.5.3.6 Site staff shall undergo detailed spill response training.

11.5.3.7 No vehicles or machines shall be serviced or refueled on site except at designated servicing or refueling locations.

## **11.6 Management of Ablution Facilities**

11.6.1 The *Contractor* shall comply with the National Environmental Management Waste Act (Act 59 of 2008) and the EMP.

11.6.2 The *Contractor* shall provide sufficient ablution facilities in compliance with all relevant health and safety standards and codes. Enough toilets shall be provided to accommodate the number of personnel working in any given area.

## **11.7 Rehabilitation**

11.7.1 The *Contractor* shall be responsible for reinstatement and rehabilitating all areas to the acceptance by the *Project Manager*.

## **11.8 Special Considerations**

11.8.1 The *Contractor* shall always comply with Environmental Requirements prescribed by law as they may apply to construction activities. The *Contractor* shall comply with the provisions of the National Environmental Management Act 107 of 1998, National Water Act 36 of 1998, National Environmental Management: Waste Act 59 of 2008 and any other applicable environmental legislation. The *Contractor* performs duties of the *Employer* and is in every respect responsible for compliance with the provisions of the Acts. The *Contractor* will be responsible for environmental rules that *Project Manager* may require to be implemented and shall comply with the Transnet *Contractor* Management Procedure (TRN-IMS-GRP-PROC-014). The *Contractor* is required to compile and submit a SHE Compliance File to *Project Manager*, that will include, but not

limited to Environmental Management Plan (EMP) that is specific to the service/ project. The EMP is project specific and addresses the projects potential environmental impacts and their mitigation measures. Site access and commencement of execution of the scope of work will be subject to the review and approval of the SHE Compliance File.

- 11.8.2 The *Contractor* is required to perform all activities within the site and working areas having due regard to the environment and to environmental management practices as more particularly described within the aforesaid Project scope. The *Contractor* to implement sound waste management practices as defined in the EMP. All waste generated by the *Contractor* on site to be disposed or recycled by the *Contractor* at the permitted landfill site or recycling facility. The above requirements are be applicable to the main *Contractor* , its *Contractors* and suppliers. All personnel will be required to attend the environmental induction prior to commencement with their activities.

## 12. QUALITY ASSURANCE REQUIREMENTS

### 12.1 General

- 12.1.1 The *Contractor* complies with the *Employer's* quality and technical requirements.
- 12.1.2 The *Contractor* shall comply with the *Employer's* quality, technical, and contractual requirements. The *Contractor* shall implement and maintain a Quality Management System (QMS) in accordance with ISO 9001. The QMS shall be applicable to all activities performed under this Contract, including those of Subcontractors and suppliers.

### 12.2 Quality Definition

- 12.2.1 Quality of the works shall mean full compliance with the Works Information, Technical Specifications, applicable standards and codes, approved designs, and successful completion of all inspection, testing, and acceptance requirements in accordance with the Contract and subject to acceptance by the *Project Manager*.
- 12.2.2 The *Contractor* submits a Quality Control Plan (QMP). The *Contractor* shall develop and submit a Quality Management Plan (QMP), supporting procedures, Quality Control Plans (QCPs), and Inspection and Test Plans (ITPs) for review and acceptance by the *Project Manager* prior to commencement of the works. The QCPs/ITPs shall define inspection requirements, Hold Points, Witness Points, acceptance criteria, and responsible parties.
- 12.2.3 All welders undertaking welding activities on the project shall be qualified in

accordance with ASME IX and shall hold valid welder qualification records applicable to the welding processes, materials, and thickness ranges being used .

12.2.4 The *Project Mnager* at his sole discretion may carry out an audit on the *Contractor*, the *Contractor's* suppliers and its Subcontractors to determine compliance to the QCP.

12.2.5 The *Project Manager* reserves the right to conduct audits of the *Contractor*, its suppliers, and Subcontractors at any stage of the works. The *Contractor* shall provide full access to facilities, personnel, and quality records.

### 12.3 **Quality Management documents requirements**

12.3.1 The *Contractor* will supply the *Project Manager* with a QCP which will detail all the activities and material indicating quality assurance and quality control procedures specific to this contract.

12.3.2 All quality documentation shall be submitted to the *Project Manager* for review and acceptance prior to commencement of the relevant work activities. Such documentation shall be complete, accurate, and aligned with the Works Information and applicable standards. Documentation that is incomplete, incorrect, or non-compliant shall be rejected and returned for revision. The *Contractor* shall revise and resubmit such documentation for acceptance prior to proceeding with the associated work. The *Contractor* shall ensure that only the latest approved revisions of all quality documentation are used during execution of the works

### 12.4 **Quality Responsibility**

12.4.1 The *Contractor* is accountable for the quality of the output and liable for any failures. The *Contractor* shall be fully responsible for the quality of the works and liable for any defects or failures. Defects shall be managed in accordance with the Contract, including the requirements of the Defects Correction Period, and the Works Information. A Defects Register shall be maintained, and all defects shall be corrected within the Defects Correction Period in accordance with the Contract

12.4.2 The *Contractor* shall:

12.4.2.1 Identify and notify defects in accordance with the Contract.

12.4.2.2 Correct defects within the Defects Correction Period or within such time as instructed.

12.4.2.3 Provide evidence that defects have been corrected and that the works

comply with the specified requirements.

12.4.3 The *Contractor* is responsible for defining the level of intervention of QA/QC or inspections. These are to be aligned to the *Employer's* requirements. The *Contractor* shall propose inspection and intervention levels within the Quality Control Plans (QCPs) and Inspection and Test Plans (ITPs), including Hold, Witness, Review, and Verification points. These shall be aligned with the Works Information and shall be subject to review and acceptance by the *Project Manager* before construction can commence.

12.4.4 The *Contractor* is responsible for defining the level of intervention of QA/QC or inspections to be imposed on his Subcontractor, suppliers and sub-suppliers and must ensure that these are in line with the *Employer's* requirements. The *Contractor* shall ensure that Subcontractors and suppliers develop Inspection and Test Plans (ITPs) for materials, equipment, fabrication, and associated activities in accordance with the Works Information and applicable standards, defining inspection and test activities, acceptance criteria, and hold and witness points. Subcontractors and supplier ITPs shall be submitted to the *Project Manager* for review and approval. All suppliers and Subcontractors shall be subject to approval by the *Project Manager* in accordance with the Works Information.

12.4.5 The intervention requirements for the contract take into consideration the criticality of the activity, plant and material.

12.4.6 The interventions points include all witness, hold, verification, and review points required by the *Project Manager*. The *Contractor's* failure to allow for the intervention points in the planning of the works will constitute a non-conformance.

## 12.5 **Quality Resources and Competency**

Adequate resources shall be allocated to ensure effective implementation of quality requirements throughout the construction period.

The contractor shall appoint a full time Quality Officer for the duration of the construction period. The Quality Officer shall be suitably qualified and experienced, holding as a minimum a SAIW Level 1 qualification (or equivalent approved quality qualification) and shall be responsible for the implementation, monitoring and reporting of all project quality requirements.

#### 12.6 **Quality Objectives and Reporting**

The *Contractor* shall establish and monitor quality objectives, in accordance with the quality control plan and applicable checks sheets, Quality performance shall be reported regularly as per the Works Information, Quality control plan and technical specifications.

#### 12.7 **Testing Requirements**

The system shall be hydrostatically tested in accordance with the approved drawings, technical specifications and applicable code of construction. The hydrostatic test procedure shall be carried out and accepted in accordance with the ASME B31.3 code requirements. A detailed hydrostatic test procedure shall be submitted for approval prior to testing.

The *Contractor* must refer to drawing number which forms part of the Works Information

#### 12.8 **Inspection Equipment and Calibration**

All inspection, measuring, and test equipment used during construction shall be controlled and calibrated in accordance with applicable standards. Calibration records shall be maintained and made available for review. Equipment found to be out of calibration shall be removed from service, and affected work shall be assessed for compliance.

#### 12.9 **Non-Conformance Control**

No non-conforming work shall be accepted or allowed to progress until it has been formally resolved and closed in accordance with approved procedures and the Contract. All non-conformances shall be recorded, investigated, and closed with approved corrective actions within agreed timeframes. Any unauthorised deviation from the Works Information shall be deemed non-conforming and shall be rejected. The *Contractor* shall be responsible for all costs associated with rectification, rework, and re-testing

#### 12.10 **Technical Queries and Clarifications**

All technical queries, discrepancies, or conflicts from the Works Information shall be formally raised through a Technical Query (TQ) or Request for Information (RFI) process. Each TQ/RFI shall be submitted in writing to the *Project Manager* and shall include sufficient detail, supporting information, and, where applicable, a proposed solution or recommendation. The *Contractor* shall not proceed with any work affected by an unresolved TQ/RFI without written clarification or instruction from the *Project Manager*. All TQs/RFIs and responses shall be

formally recorded, tracked, and form part of the project handover documentation. The *Contractor* shall maintain a TQ/RFI register and provide regular updates on the status of all open and closed queries as part of project reporting.

Refer to Annexures I for RFI/TQ Templates

#### 12.11 **Concessions and Deviations**

Concessions and waivers shall be strictly controlled to manage any deviation from specified requirements, standards, or approved designs. All concessions and waivers shall be formally documented, reviewed, and approved by the *Project Manager* prior to implementation. The *Contractor* shall submit all requests for concessions and waivers, including supporting technical justification and impact assessment. No deviation shall be implemented without formal approval.

#### 12.12 **Contractor Procurement and Supplier Quality Control**

The *Contractor* shall ensure that all procured materials and equipment comply with specified requirements. This shall include supplier evaluation, inspection and testing, verification of certification, and traceability of critical components. The *Project Manager* reserves the right to audit and inspect suppliers and Subcontractors at any stage of the Works Information.

#### 12.13 **Material and Equipment Traceability**

The *Contractor* shall maintain traceability of all materials and equipment from procurement through to installation. Traceability records shall form part of the handover documentation.

#### 12.14 **Internal Quality Audits**

The *Contractor* shall perform internal audits as per the QMS, to verify compliance with quality requirements. The *Project Manager* reserves the right to conduct audits of the *Contractor* and its suppliers. Audit findings shall be addressed through corrective actions within agreed timeframes.

#### 12.15 **Handover Process**

12.15.1 Handover shall be carried out in a structured manner and shall include the final system handover. Handover shall only occur after successful completion of installation, inspection, testing, and commissioning activities, and shall be subject to

formal acceptance by the *Project Manager*.

12.15.2 Commissioning can only occur once all CAT 1 punch items have been signed off by the *Project Manager* for acceptance : See below for definitions of categories:

12.15.2.1 **Category 1 (CAT 1):** Punch Items include any safety and/or integrity-critical items requiring repair, completion, replacement, or correction before the item and its supporting ancillaries can be safely commissioned and operated. Category 1 items prevent any pre-commissioning, commissioning, or start-up activities for the system or sub-system.

12.15.2.2 **Category 2 (CAT 2):** These are non-critical punch items that do not prevent pre-commissioning or commissioning but must be rectified before final handover and completion certificate can be issued.

12.15.2.3 **Category 3 (CAT 3):** Punch items involving minor or non-critical deficiencies that can be rectified after handover and issuance of the completion certificate within the stipulated defect period.

## 12.16 Handover Data Books

The *Contractor* shall submit comprehensive handover data books including but not limited to:

- 12.16.1 Inspection and test records
- 12.16.2 Material and calibration certificates
- 12.16.3 Operating and maintenance manuals
- 12.16.4 Certificates of Compliance
- 12.16.5 Non-conformance and close-out records
- 12.16.6 Red lines drawings
- 12.16.7 Commissioning records

## 12.17 Inspections

12.17.1 The *Contractor* is responsible for the inspection of all the Works Information that is performed, and the *Project Manager* only verifies that the works is conducted as per the Contract.

12.17.2 The *Contractor* conducts all inspections in accordance with the accepted QCP.

12.17.3 The *Contractor* drafts a QCP which shows each activity from the Works Information and submits to the *Project Manager* for acceptance.

12.17.4 The *Contractor* provides suitably qualified personnel to conduct on-and-offsite

inspections.

12.17.5 The *Contractor* ensures that all works are inspected and approved before the *Project Manager* is invited for verification.

12.17.6 The *Contractor* provides a minimum of 3 working days' notice for local inspections. The notice is required to contain copies of the *Contractor's* inspection reports.

## 13. PROGRAMMING

### 13.1 Programming Constraints

13.1.1 The *Contractor* submits a single integrated Programme that incorporates all the Works Information to be performed including that of his Subcontractor's.

13.1.2 The interfaces between Subcontractor's as well as the interfaces between Subcontractors and the *Contractor* are clearly identified on the Programme.

13.1.3 The interface with the *Employer* is clearly identified on the Programme.

13.1.4 Project key dates as defined in the NEC 3 Contract Data by *Employer*, are to be incorporated into the Programme.

### 13.2 Computerized Planning

13.2.1 The *Employer* does not intend duplicating the *Contractor's* planning and scheduling; however, portions or high-level extractions of the Accepted Programme will be used in the *Employer's* internal master project Programme for project control purposes.

13.2.2 The *Contractor* submits updated Programme in Primavera as an XER file and a PDF file or Microsoft Project at any other time as required by the *Project Manager*. The updated XER file shows the logic and all filters and layouts used in the Programme.

### 13.3 Construction Programme

13.3.1 The *Contractor* is required to submit a construction Programme that is resource loaded for review and acceptance by the *Project Manager*. This Programme includes the following criteria:

13.3.2 Full details of all civil/mechanical/electrical/C&I works. (engineering disciplines scope of works)

13.3.3 Identify when and what services are required for commissioning purposes.

13.3.4 Identify key dates for return of key operating facilities like product tanks released for construction purposes.

13.3.5 This Programme meets the requirements of the *Contractor* and others engaged on the project.

#### 5.3.4 Construction Period

5.3.4.1 The *Employer* estimated construction period is 9 months for the Alrode depot and 8 months for the Witbank depot and this period excludes the defect liability period of 12 months

5.3.4.2 The construction period should not exceed the Employer estimated construction periods.

### 13.4 Commissioning Programme

13.4.1 During the progress of the Works Information, the *Contractor* develops a detailed commissioning Programme with sufficient detail to enable the work to be adequately progressed and tracked to meet the commissioning key dates.

13.4.2 The commissioning Programme is detailed to sub-system level and is fully integrated with the Construction Programme.

## 14. CONTRACTOR'S MANAGEMENT, SUPERVISION AND KEY PEOPLE

The *Contractor* provides the following key persons with the CV's at a minimum for the construction phase of the scope of work:

14.1 Construction Manager.

14.2 Mechanical Supervisor

14.3 Electrical Supervisor

14.4 Civil & Structure Supervisor

14.5 Health and Safety Officer

14.6 Quality Officer

## 15. AS-BUILT DRAWINGS, OPERATING MANUALS AND MAINTENANCE SCHEDULES

15.1 All documentation, including reports, manuals, etc. is in the English language and are to be supplied to the *Project Manager*.

15.2 Documentation required by standards referenced within this works is also to be supplied by the *Contractor*.

15.3 Drawing Requirements

Transnet Pipelines

Tender Number: TPL/2026/08/0562/10316/RFP

Description of the Works: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

15.3.1 The *Contractor* supplies reproducible drawings according to *Employer* specifications.

15.3.2 The *Project Manager* supplies the proposed drawing numbering system.

15.3.3 The *Contractor* may assign his own drawing number as required to meet his document control system requirements.

## 15.4 Drawings

The *Contractor* as a minimum provides the following As-built drawings for all engineering disciplines. Update current P&ID's.

Schematic drawings (showing the following as a minimum);

15.4.1 Device terminal numbers, terminal block numbers and terminal numbers.

15.4.2 All control and protection switches.

15.4.3 Power supply connections.

15.4.4 Wiring diagrams.

15.4.5 Single line diagrams

## 15.5 Operating and Maintenance Manual

15.5.1 The *Contractor* provides operating and maintenance manuals, as well as an Operating for all equipment that he is required to supply.

15.5.2 Technical manuals include all technical data as well as the technical data and leaflets of each individual component used or provided.

15.6 Manuals are of good quality and cover the following as a minimum:

15.6.1 Technical descriptions of the equipment and component parts

15.6.2 General arrangement drawings

15.6.3 Installation instructions with drawings or pictures

15.6.4 Operating and maintenance instructions for all components

15.6.5 Spare part ordering instructions

15.6.6 Any special instructions pertaining to storage of spare parts or their shelf life is included in the maintenance manual. All drawings requested for component location, dismantling and re- assembly for maintenance are included in the maintenance manual.

15.6.7 The *Contractor* provides 3 hard copies and an electronic copy.

## 15.7 Maintenance Schedule

15.7.1 The *Contractor* submits a detailed maintenance plan that defines the extent and frequency of maintenance and inspection. The plan also details the replacement parts required and at what interval they are replaced during the period.

15.7.2 The *Contractor* provides the life expectancy of the equipment.

15.7.3 The *Contractor* lists maintenance spares (with detailed specifications) for the life expectancy of the equipment

## 16. PROCUREMENT

### 16.1 Subcontracting

#### 16.1.1 Preferred Subcontractors

The *Contractor* makes use of any supplier for sourcing of services, equipment, tools and material that the *Contractor* will use to execute the works and will comply with the SANS and or the *Employer's* specifications.

### 16.2 Subcontractor Documentation, and Assessment of Subcontractor Tenders

16.2.1 The *Contractor* submits the proposed contract data for each subcontracting work package for acceptance to the *Project Manager*.

16.2.2 The *Contractor* prepares subcontracting documentation in accordance with a transparent tendering procedure and NEC contract.

16.2.3 The *Contractor* must inform the *Project Manager's* representative when intending to subcontract some of the works within the contract scope.

16.2.4 The *Contractor* is required to only contract or employ qualified and suitable Subcontractors.

## 17. CONSTRUCTION

### 17.1 Works, Site Services and Construction Constraints

*Employer's* Site Entry and Security Control, Permits, and Site Regulations

17.1.1 Access to Site: Access to the site is controlled and it is governed by the terms and conditions lay down by the *Employer's* Alrode and Witbank Site Depot Managers.

17.1.1.1 The proposed site will be shown to the *Contractor* during the site visit or clarification meeting by the *Project Manager*.

17.1.1.2 The *Contractor* is to obtain "Gate Removal Permit(s)" from the *Project Manager* before materials and equipment can be removed from site.

- 17.1.1.3 Access to Depot equipment like tanks is not always immediate. Areas that require special permits to work will have to be incorporated into the project plan well in advance.
- 17.1.1.4 Permit to Work Procedure
- 17.1.1.5 All work on Site is to follow the *Employers* permit to work procedure that is detailed in Annexure E.
- 17.1.1.6 The permit conditions, for hot works requires that the *Contractor* assign a fire watch or fire standby to mitigate the fire risk associated with the works and is also detailed in the *Employers* permit to work system.
- 17.1.1.7 The *Contractor* allocates staff to be trained and authorized as responsible persons according to *Employer's* Depot Safety Regulations.
  - 17.1.1.7.1 People Restrictions on Site; Hours of Work, Conduct and Records
  - 17.1.1.7.2 The *Employer's* Alrode and Witbank depots are 24-7 operation delivery depots, but due to restrictions on permit supervision, the working hours for works at the Site be planned for a 5-day (Monday to Friday) working week with the working hours from 07:00 to 16:00.
  - 17.1.1.7.3 Restrictions and hours of work may apply at certain parts of the depot due to operations activities. The *Contractor* keeps records of his people on Site, including those of his Subcontractors which the *Project Manager* or *Supervisor* have access to at any time.
  - 17.1.1.7.4 Cooperating with and Obtaining Acceptance of Others
  - 17.1.1.7.5 While there are currently no *Contractors* that are planned to be working on Site other than for the works under this contract, other *Contractors* may be working in the same area as the work of this contract. In this regard, the *Contractor* co-ordinates his work with the *Project Manager* to maintain harmonious working conditions on Site.
  - 17.1.1.7.6 During the progress of the works the *Contractor* provides access to others who also execute work in the same area, on an as and when required basis. The *Contractor* makes his own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others (this includes access difficulties experienced during construction or commissioning phase).

**17.2 Publicity and Progress Photographs**

17.2.1 The taking of photographs at the Depot including the works is restricted and subject to the approval by the *Project Manager*.

17.2.2 For the purpose of the Progress Reporting Requirements, the *Project Manager* may prohibit the taking of such photographs and/or require that all such photographs be taken after authorization by the *Project Manager*.

**17.3 Contractor's Equipment**

17.3.1 The *Contractor* provides all Equipment that is required to complete the works.

17.3.2 The *Contractor's* Equipment does not impair the operation or access to the plant.

17.3.3 The *Contractor* provides all Equipment to be used for the unloading and storage of materials and any temporary or expendable materials required for the storage of plant and materials.

**17.4 Equipment Provided by the *Employer***

No equipment is provided by the *Employer* for the execution of the works.

## 17.5 Site Services and Facilities

### 17.5.1 Site Yard

- 17.5.1.1 It is required, for the proper co-ordination and execution of the works that the *Contractor* has an office on site for the duration of the contract.
- 17.5.1.2 A demarcated area on Site will be made available to the *Contractor* for his yard within the depot boundary. The proposed site will be shown to the *Contractor* during site meeting or clarification meeting. The yard is a raw site and will be used by the *Contractor* for the establishment of his offices, workshop and stores and not for fabrication purposes.
- 17.5.1.3 Security and access to the *Contractor's* Site yard is the responsibility of the *Contractor*.
- 17.5.1.4 The *Contractor's* yard is subject to periodic inspection by the *Project Manager*/delegated person.
- 17.5.1.5 The location of the nearest sewer manhole, power distribution point, portable water connection storm water channel and road access point is indicated by the *Project Manager*. The *Contractor* is responsible for connection to the closest point of supply.

#### 17.6 **Supply of Electricity and Lighting**

17.6.1 The *Employer* is to provide to the *Contractor* an Electricity point from which the *Contractor* uses to electrify his Site yard. A CoC for the Site yard is to be provided by the *Contractor* for the *Project Manager's* approval.

17.6.2 The *Employer* does not guarantee continuity of supply and the *Contractor* makes his own provision for standby equipment such as generators to maintain continuity of Work.

17.6.3 The *Contractor* at his own expense provides temporary local lighting in accordance with the requirements of the OHS Act as amended. The *Employer* provides no local lighting.

17.6.4 All construction lighting within the Site yard and plant is the responsibility of the *Contractor*.

#### 17.7 **Water**

17.7.1 Water will be made available on request free of charge from water points on site.

17.7.2 The *Contractor* supplies at his own cost all the necessary connections, fittings, piping work, temporary plumbing and pumps necessary to lead water from the *Employer's* points of supply to the various points where it is required.

17.7.3 The *Contractor* is responsible for maintaining this equipment and for removing it at Completion of the whole of the works.

17.7.4 The *Employer* does not guarantee continuity of supply and the *Contractor* makes his own provision for standby supplies to maintain continuity of work.

17.7.5 Claims of any nature relating to discontinuity of water supply are not considered.

#### 17.8 **Roads**

17.8.1 Main access roads within the Depot are surfaced and complete and may be used by the *Contractor* with the necessary care. The *Employer* maintains the Site roads, described above, to a fair condition. Any costs incurred by the *Employer* from damage caused to underground services, structures, etc. as a result of the *Contractor* not using the prescribed routes is recovered from the *Contractor*.

17.8.2 The *Contractor* provides temporary access points from the prescribed routes and roads to the points where the *Contractor* is required to perform work, having first obtained permission in writing from the *Project Manager*.

#### 17.9 **Facilities Provided by the Contractor**

17.9.1 *Contractor's* Yard, Offices, Workshops and Stores

- 17.9.1.1 It is required, for the proper co-ordination and execution of the works that the *Contractor* has an office on Site for the duration of the contract.
- 17.9.1.2 The *Contractor* complies with the environmental policy given under the Environmental section of this document.
- 17.9.1.3 The *Contractor* provides, erects and maintains for his own use adequate size office accommodation and stores together with such drainage, lighting, heating, and hot and cold water services as may be required.
- 17.9.1.4 The *Contractor* dismantles and clears the yard of all such temporary structures and associated foundations and infrastructure at the direction of the *Supervisor* on completion of the whole of the Works Information. No such dismantling and clearance work is carried out without prior acceptance from the *Supervisor*.
- 17.9.1.5 Any electrical Equipment, or appliances, used by the *Contractor* conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The *Project Manager* has the right to stop the *Contractor's* use of any electrical Equipment, or appliance, which does not conform to the safety requirements.
- 17.9.1.6 Any special tools and equipment to be used on site for the execution of the works is the responsibility of the *Contractor*.
- 17.9.1.7 Existing Premises, Inspection of Adjoining Properties and Checking Work of Others
- 17.9.1.8 Where applicable, the Contractor is required to inspect the work of Others to which he is required to interface. The *Contractor* identifies all interfaces with Others. The *Contractor* submits an interface plan to the *Employer* to ensure no delay on his part.

#### 17.10 Survey Control and Setting out of the Works.

- 17.10.1.1 The *Project Manager* designates the working area boundary limits and assigns for the *Contractor's* use access roads, storage areas, existing facilities areas, and construction areas. The *Contractor* does not trespass in or on areas not designated for his Work.
- 17.10.1.2 The *Contractor* is responsible for keeping *Contractor's* personnel out of areas not designated for *Contractor's* use, except, in the case of isolated work located within such areas for which the *Contractor* is authorized to do so.

**17.11 Excavations, Core Drilling and Associated Water Control**

- 17.11.1 The *Contractor* will require an excavation permit from the *Project Manager* before any excavation can be done or undertaken.
- 17.11.2 Only hand excavations will be allowed in the manifold area and where Equipment is required for excavation, a risk assessment is to be conducted by the *Contractor*, upon which the *Project Manager's* representative will assess and approve the excavation.
- 17.11.3 All drilling, including core drilling, is the responsibility of the *Contractor*.

**17.12 Underground Services, Other Existing Services, Cable and Pipe Trenches and Covers**

- 17.12.1 All known services will be brought to the attention of the *Contractor* by the *Project Manager*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Project Manager's* site representative who will issue instruction as to what actions are to be taken.
- 17.12.2 The protection of all pipes, gauges and Plant is of extreme importance. Should any damage take place which is due to the *Contractor* negligence, another *Contractor* will be brought onto site to affect repairs. All costs will be to the account of the *Contractor* who caused damage.

**17.13 Fire Watch (Fire Standby)**

- 17.13.1 During the installation, it is anticipated that there will be times that there will be no active fire detection during the installation. This will pose a risk of damage should a fire arise. It is for this reason that the *Contractor* must have a fire watch or fire standby to mitigate the risk mentioned above.
- 17.13.2 Fire watch personnel are not to perform any other duty. Patrols of the affected areas are to be carried out every half an hour.
- 17.13.3 Fire watch personnel should become familiar with the different areas of the Site and should know the procedure of how to inform the *Project Manager's* representative should a fire condition arise.

#### 17.14 **Barricading**

- 17.14.1 Access to danger zones is restricted using handrail type guards of at least 1,2 meters high and able to block access to the danger zone.
- 17.14.2 Symbolic safety signs depicting 'Danger' and 'No entry' are attached to the guards.
- 17.14.3 This includes access during the taking of X-rays. Danger tapes are not allowed to be used as barricades.

#### 17.15 **Housekeeping**

- 17.15.1 The Site is cleaned daily.
- 17.15.2 All construction materials such as electrical cables and hoses are routed so as not to cross over floors and walkways.
- 17.15.3 All Equipment is packed neatly without interference to access.
- 17.15.4 All excess scaffolding material is removed from Site after the scaffolding has been erected.
- 17.15.5 The *Contractor* is responsible for their removal to the designated scrap area, nominated by the *Project Manager*, on a daily basis and cart of site to manage the accumulation of scrap as indicated by the *Project Manager's* representative.

#### 17.16 **Control of Noise, Dust, Water and Waste**

- 17.16.1 The *Contractor* maintains a high standard of cleanliness during the conduct of his activities at the depot. This includes areas allocated for storage of materials, site offices etc. to the acceptance of the *Project Manager*. The *Contractor* keeps these areas clean and free from accumulation of waste materials and refuse regardless of the source.
- 17.16.2 The *Contractor* ensures during sweeping and dusting, that a minimum amount of dust is liberated into the atmosphere. Cleaning by vacuum cleaners is preferred and the use of compressed air for cleaning is prohibited.
- 17.16.3 The *Contractor* is responsible for the prompt removal of all waste to a designated disposal area. The disposal area will be on or in the vicinity of the depot and be indicated by the *Project Manager*.

- 17.16.4 Bins and containers are emptied and waste removed to the designated area at least once a week. All the waste removed to the designated area at least once a week. All the temporary storage areas for bins and containers are kept tidy and do not constitute a nuisance to others. The *Contractor* takes all required steps to avoid spillage of waste alongside the bins and containers during removal and disposal thereof.
- 17.16.5 All waste that cannot be contained in either a bin or container is placed on a temporary waste site which the *Project Manager* identifies. The waste is removed as soon as possible but, in any event, at least once a week. No burning of waste is allowed at the depot.
- 17.16.6 Hazardous waste is dealt with in accordance with the safety, health and/or environmental requirements of the Works Information and the *Contractor* is solely responsible for the proper disposal thereof.

#### 17.17 **Completion, Testing, Commissioning and Correction of Defects**

- 17.17.1 Work to be Done by the Completion Date
- 17.17.2 On or before the Completion Date the *Contractor* is required to have done everything required to provide the works.
- 17.17.3 The *Project Manager* cannot certify Completion until all the work has been done and is also free of *Defects* which would have, prevented the *Employer* from using the works and others from doing their work.
- 17.17.4 Acceptance of the "As-built" documentation is a pre-requisite for Completion of the works.

#### 17.18 **Test Equipment**

Test equipment is to be provided that will allow the *Employer's* personnel to commission, maintain, and operate the system. Removal and disposal

17.18.1 All existing Material that does not form of the Plant is to be removed and disposed of by the *Contractor* with the exception of compatible and re-usable parts identified by the *Project Manager*.

17.18.2 All components identified by the *Project Manager* for disposal are required to be removed from site and disposed off by the *Contractor*.

17.18.3 The *Contractor* makes good any areas that require fixing, painting, finishing etc. that have been affected by the removal of old equipment.

#### 17.19 **Cold Commissioning**

Following pre-commissioning, the system runs in order to demonstrate that the works is complete in all respects. This includes the following:

17.19.1 Loop check activities.

17.19.2 Final inspection of the works by commissioning personnel.

17.19.3 Inspection of electrical power connections.

17.19.4 Check calibration of all instrumentation.

#### 17.20 **Hot Commissioning**

The purpose of hot commissioning is to demonstrate the performance of the works. A commissioning team that includes the *Contractor* and the *Project Manager* is responsible for hot commissioning which includes the following:

17.20.1 Check system integrity.

17.20.2 Check the calibration and rectify where necessary all system instrumentation.

17.20.3 Complete all remedial work for acceptance by *Project Manager*.

17.20.4 Powering of Electrical Equipment

#### 17.21 **Certification**

The *Contractor* provides to the user as part of the documentation the following certificates:

17.21.1 Equipment operating and maintenance manuals.

17.21.2 Certificates of Compliance

17.21.3 A commissioning certificate.

#### 17.22 **Access Given by the *Employer* for Correction of Defects**

The *Project Manager* arranges for the *Contractor* access to and use of a part of the works which has been taken over if needed to correct a Defect.

Transnet Pipelines  
 Tender Number:TPL/2026/08/0562/10316/RFP  
 Description of the Works: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

17.23 **Training and Technology Transfer**

No formal training or technological transfer required from this contract.

**18. OPERATING AND MAINTENANCE**

No operating and maintenance contract will be entered into with the *Contractor* except the responsibility to correct latent defects that might arise during the defect liability period of 52 weeks from the completion certificate issue date.

**19. LIST OF DRAWINGS**

19.1 Drawings issued by the *Employer*

Refer to attached Annexure A titled “Technical Specification for the Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility” for a list of applicable codes, standards, specifications and drawings.

19.2 Drawings issued by the *Contractor*.

The *Contractor* is required to issue to the *Project Manager* all red lined drawings for review and acceptance by the *Project Manager’s* Technical Representatives for the following engineering disciplines before commissioning can be authorized:

- 19.2.1 Mechanical
- 19.2.2 Electrical and Instrumentation
- 19.2.3 Civil and Structural
- 19.2.4 Equipment maintenance and operating manuals

**20. ANNEXURES:**

|                         |                                                                                                                                                                                                                              |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annexure F and G Series | Technical Specifications                                                                                                                                                                                                     |
| Annexure 2              | Typical <i>Employer’s</i> Permit to Work Form                                                                                                                                                                                |
| Annexure A              | Technical Specification for the Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility |
| Annexure H              | <i>Employer’s</i> Health and Safety Specification                                                                                                                                                                            |
| Annexure I              | RFI/TQ Template                                                                                                                                                                                                              |

Transnet Pipelines

Tender Number: TPL/2026/08/0562/10316/RFP

Description of the Works: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

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## Part C4: Site Information

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## 1. DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

### 1.1. Conditions for use of Information

The information contained in this document is intended as an indication of the conditions likely to be encountered. All drawings, opinions, interpretations and suggested working methods given in this volume must be regarded as a guide. The results are given in good faith, but no warranty is given that the information is representative of the entire depot conditions and no responsibility will be accepted for any consequence arising from actual conditions being different from those indicated in this document.

### 1.2. General Description

The Depot is part of the Transnet Pipelines infrastructure and is used for bulk storage, handling, and distribution of petroleum with client custody transfer feeder lines, bulk product storage tanks and products headers.

Attached as Annexure B is an aerial photograph of the Alrode depot.



Figure 1: Aerial View of the Alrode Depot Facilities

### 1.3. NKPA (National Key Point)

- 1.3.1. The site is classified as a National Key Point in terms of the National Key Point Act of 1980 (as amended). All requirements (such as police clearance for all workers) must be adhered to.
- 1.3.2. All contract personnel working on site for an extended period are to undergo a security clearance by State Security Agency (SSA).
- 1.3.3. All contractor visitors to site are to produce valid identity documents before they can be allowed access to site.
- 1.3.4. The Employer is responsible for facilitating the security clearance process; the following information is required:
  - a) Company Profile
  - b) Identity Documents (ID) copies of all employees who will be working on site.
- 1.3.5. The bidder to note that the security clearance process will take approximately one (1) to two (2) months from the date of submission by the Employer to the SSA.
- 1.3.6. The bidder is therefore required to submit to the Employer the required documents at least two (2) months before the date of submission by the Employer to the SSA.

## 2. EXISTING BUILDINGS AND STRUCTURES

### 2.1. Existing Structures

The Key facilities available to this site although not limited to are the following:

- 1) Petroleum products bulk storage tanks
- 2) Product Dedicated Manifolds (headers)
- 3) Product feeder lines for product custody transfer to client product tanks
- 4) Various buildings

Entrance to the depot is through this highly trafficked gate which is manned by Transnet Pipelines Personnel.

### 2.2. Hidden Services

The area has numerous buried services that may not have been located or accurately recorded. Known services are indicated in the general arrangement drawings attached as

[Annexure A.](#)

## 3. LANDOWNER

Transnet is the registered landowner of the site.

## 4. GEOTECHNICAL INFORMATION



#### 4.1. General Description of Soil Profiles

4.1.1. Through out the period since the depot was constructed various upgrades have taken place like the following:

4.1.2. During the period of construction of these facilities the soil conditions exhibited good load bearing properties and is to be used for the construction of the shall low duty slab for the small product containment bund.

### 5. EXISTING SERVICES

- 5.1. The information pertaining to the existing services is limited to a survey and some as-built drawings of the layout of services included in the site information.
- 5.2. The information is provided in good faith and the *Employer* does not guarantee its accuracy.
- 5.3. The site, due to its type of operations has vast number of underground services which might not be accurately reflected on the underground services drawings.
- 5.4. No excavations by heavy equipment is allowed unless express permission is granted by the Employer designated representative
- 5.5. The *Contractor* is required to hand prove for presence of underground services before any excavations for construction purposes can take place.
- 5.6. It is a requirement that in safety and operational critical areas proving of the existence of these services is to be carried out.
- 5.7. During construction these areas will be identified by the *Project Manager* and work will only be authorized by the *Project Manager* through the permit to work authorization process.

### LIST OF ANNEXURES

|            |                                                                 |
|------------|-----------------------------------------------------------------|
| Annexure A | General Arrangement Drawings                                    |
| Annexure B | Aerial photo with wastewater line illustrated with a blue line. |

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## Part C4: Site Information

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## 1. DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

### 1.1. Conditions for use of Information

The information contained in this document is intended as an indication of the conditions likely to be encountered. All drawings, opinions, interpretations and suggested working methods given in this volume must be regarded as a guide. The results are given in good faith, but no warranty is given that the information is representative of the entire depot conditions and no responsibility will be accepted for any consequence arising from actual conditions being different from those indicated in this document.

### 1.2. General Description

The Depot is part of the Transnet Pipelines infrastructure and is used for bulk storage, handling, and distribution of petroleum with client custody transfer feeder lines, bulk product storage tanks and products headers.

Attached as Annexure B is an aerial photograph of the Witbank depot.



Figure 1: Aerial View of the Witbank Depot Facilities



### 1.3. NKPA (National Key Point)

- 1.3.1. The site is classified as a National Key Point in terms of the National Key Point Act of 1980 (as amended). All requirements (such as security clearance for all workers) must be adhered to.
- 1.3.2. All contract personnel working on site for an extended period are to undergo a security clearance by State Security Agency (SSA).
- 1.3.3. All contractor visitors to site are to produce valid identity documents before they can be allowed access to site.
- 1.3.4. The Employer is responsible for facilitating the security clearance process; the following information is required:
  - a) Company Profile
  - b) Certified copies of Identity Documents (ID) copies of all employees who will be working on site.
- 1.3.5. The bidder to note that the security clearance process will take approximately one (1) to two (2) months from the date of submission by the Employer to the SSA.
- 1.3.6. The bidder is therefore required to submit to the Employer the required documents at least two (2) months before the date of submission by the Employer to the SSA.

## 2. EXISTING BUILDINGS AND STRUCTURES

### 2.1. Existing Structures

The Key facilities available to this site although not limited to are the following:

- 1) Petroleum products bulk storage tanks
- 2) Product Dedicated Manifolds (headers)
- 3) Product feeder lines for product custody transfer to client product tanks
- 4) Various buildings

Entrance to the depot is through this highly trafficked gate which is manned by Transnet Pipelines Personnel.

### 2.2. Hidden Services

The area has numerous buried services that may not have been located or accurately recorded. Known services are indicated in the general arrangement drawings attached as

[Annexure A.](#)

### 3. LANDOWNER

Transnet is the registered landowner of the site.

### 4. GEOTECHNICAL INFORMATION

#### 4.1. General Description of Soil Profiles

4.1.1. Through out the period since the depot was constructed various upgrades have taken place like the following:

4.1.2. During the period of construction of these facilities the soil conditions exhibited good load bearing properties and is to be used for the construction of the shall low duty slab for the small product containment bund.

### 5. EXISTING SERVICES

- 5.1. The information pertaining to the existing services is limited to a survey and some as-built drawings of the layout of services included in the site information.
- 5.2. The information is provided in good faith and the *Employer* does not guarantee its accuracy.
- 5.3. The site, due to its type of operations has vast number of underground services which might not be accurately reflected on the underground services drawings.
- 5.4. No excavations by heavy equipment is allowed unless express permission is granted by the Employer designated representative
- 5.5. The *Contractor* is required to hand prove for presence of underground services before any excavations for construction purposes can take place.
- 5.6. It is a requirement that in safety and operational critical areas proving of the existence of these services is to be carried out.
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TRANSNET PIPELINES

TENDER NUMBER: TPL/2026/08/0562/10316/RFP

Description of the Works: Installation of the Smallbore Steel Pipe spill basin Wastewater System to municipal sewer line at the Alrode and Witbank Transnet Pipelines Petroleum Products Storage and Handling Facility.

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## LIST OF ANNEXURES

|            |                                                                 |
|------------|-----------------------------------------------------------------|
| Annexure A | General Arrangement Drawings                                    |
| Annexure B | Aerial photo with wastewater line illustrated with a blue line. |