

Transnet SOC Ltd
Registration No.
1990/000900/30

To	All Tenderers
From	TPL Procurement
Date	30 September 2026
Subject	Addendum No. 2
Pages	3

TENDER NO. TPL/2026/07/0460/8583/RFP

Engineering, Procurement and Construction of the Witbank Depot Fire System Upgrade

Attached for your attention is a copy of Addendum No. 2 dated 30 September 2026.

Endorsement should be made on the Request for Proposal (Returnable Document T2.2-12 Record of addenda to tender documents) that Addendum No. 2 dated 30 September 2026 has been received and taken into account in submitting your tender.

*Please acknowledge receipt of this Addendum before the closing date of tender.



Compiled by: Rory Torr
Procurement Manager
Date: 30/09/2026



Approved by: Mumtaz Peters
General Manager Procurement TPL
Date: 30/09/2026

TRANSNET SOC LTD

TENDER NO. TPL/2026/07/0460/8583/RFP

Engineering, Procurement and Construction of the Witbank Depot Fire System Upgrade.

ADDENDUM NO. 2

DATE: 30 September 2026

The following information is furnished in addition to, in amplification and substitution of, matters contained in the Request for Proposal (RFP) issued in respect of the above-mentioned work.

CHANGES TO REQUEST FOR PROPOSAL SUBMISSION

1. EXTENSION OF THE RFP CLOSING DATE

By the attached notice, the closing date for the receipt of this RFP is hereby extended from **Wednesday, 21 October 2026** to Wednesday, **04 November 2026 at 16h00**. Refer **(Annexure 1)** amended T1.1 Tender notice and invitation to tender & T1.2 Tender data which replaces the original advertised documents.

- 2.** In addition, the RFP queries & clarifications date is hereby extended from **Monday, 12 October 2026** to **Monday, 26 October 2026** by 12h00. Refer **(Annexure 2)** amended returnable T2.2-10 : RFP clarification request form which replaces the original advertised document.

- 3.** Amended Contract Data specifically Part one - Data provided by the Employer secondary Option X1: Price adjustment for inflation Refer **(Annexure 3)** - Witbank EPC Contract Data Rev 01 28-09-2026 which replaces the original advertised documents

- 4.** Minutes of Briefing session held on 22 September 2026. Refer **(Annexure 4)**

- 5.** Briefing Session presentation refer **(Annexure 5)**

- 6.** Annexure A.4.2 (Navisworks conceptual model) and Annexure B.1.2 (Surveys and Investigations – Point Cloud) were not included as downloadable documents with the tender due to file size, but can be downloaded from the link provided below.

[Witbank Annexure A.4.2 and Annexure B.1.2](#)

Should Bidders have access issues please email rory.torr@transnet.net

Transnet SOC Ltd
Registration No.
1990/000900/30

TRANSNET SOC LTD

TPL/2026/07/0460/8583/RFP

Engineering, Procurement and Construction of the Witbank Depot Fire System Upgrade.

ADDENDUM NO. 2

DATE: 30 September 2026

This is to certify that we _____ have received Addendum No. 2 dated 30 September 2026.

Please email this form to rory.torr@transnet.net before the closing date of the tender and include with your final tender submission as part of returnable T2.2-12 Record of addenda to tender documents

RESPONDENT

DATE: _____

WITNESSES: _____



Transnet Pipelines

Tender Number: TPL/2026/07/0460/8583/RFP

Description of the Works: Engineering, Procurement and Construction of the Witbank Depot Fire System Upgrade

TRANSNET PIPELINES**an Operating Division of TRANSNET SOC LTD****[hereinafter referred to as Transnet]****[Registration No. 1990/000900/30]****REQUEST FOR PROPOSAL [RFP]****ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE WITBANK DEPOT
FIRE SYSTEM UPGRADE**

RFP NUMBER	:	TPL/2026/07/0460/8583/RFP
ISSUE DATE	:	11 September 2026
COMPULSORY TENDER		
CLARIFICATION MEETING	:	22 September 2026
CLOSING DATE	:	04 November 2026
CLOSING TIME	:	16h00 (SAST/ UTC +2)
TENDER VALIDITY PERIOD	:	12 weeks from closing date

Note to the bidders:

Bidders 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 Bidder can upload 30mb per upload and multiple uploads are permitted.

Contents

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The Tender

Part T1: Tendering Procedures



T1.1 Tender Notice and Invitation to Tender

SECTION 1: SBD1 FORM

PART A : INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF REQUEST FOR INFORMATION, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TPL/2026/07/0460/8583 /RFP	ISSUE DATE:	11 September 2026	CLOSING DATE:	04 November 2026	CLOSING TIME:	16h00
DESCRIPTION	ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE WITBANK DEPOT FIRE SYSTEM UPGRADE						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH BID/RFP SELECTED (please refer to Section 2 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	Rory Torr						
TELEPHONE NUMBER	+27 31 816 9770						
E-MAIL ADDRESS	rory.torr@transnet.net						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		



PART B : TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:



SECTION 2: NOTICE TO TENDERERS

1 INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from companies hereinafter referred to as a **Tenderer**.

DESCRIPTION	Transnet Pipelines RFP No TPL/2026/07/0460/8583/RFP : Engineering, Procurement and Construction of the Witbank Depot Fire System Upgrade
TENDER DOWNLOADING	The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows: a) Log on to the Transnet eSupplier website/Portal (https://esupplierportal.transnet.net/portal/) b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR; to sign in if already registered; c) Click on "ADVERTISED TENDERS" to view advertised tenders; (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING WITH SITE VISIT	A compulsory Tender Clarification Meeting will be conducted at the Transnet Pipelines Witbank Depot on Schonland Drive, Ferrobank, Witbank, Mpumalanga, (GPS co-ordinates 25°51'46.37"S, 29° 9'59.00"E) on the 22 September 2026 at 11h00 for a period of ± 3 (three) hours. Respondents are to provide own transportation and accommodation. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late. A Site visit/walk will take place, tenderers are to note: Tenderers will be required to undergo breathalyser testing and inductions by the Transnet Pipelines Health and Safety representatives at the Witbank Depot prior to entry into the operational areas. For entry to the Witbank Depot Tenderers are required to have the following PPE: ○ Dromex DW – D59 FA, 100% cotton, flame retardant and acid-resistant SABS approved Conti suit with long sleeves (Jacket and Trouser). 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. ○ Safety footwear with steel toe protection, anti-static, slip resistant, hydrocarbon resistant and leather material. ○ Hard hat with chin straps meeting requirements of SANS 1397:2003 Taking of photographs at the Witbank Depot will not be permitted. All forms of firearms are prohibited on Transnet properties and premises.



COMPULSORY TENDER CLARIFICATION MEETING WITH SITE VISIT	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. A Certificate of Attendance as set out under Returnable Schedule T2.2-01 hereto must be completed and submitted with the RFP response as proof of attendance. Tenderers are required to bring the Returnable Schedule to the Tender Clarification Meeting to be signed by the Employer's Representative. Tenderers failing to attend the compulsory tender clarification meeting will be disqualified. The Transnet Pipelines contact person/Employer's Agent is as follows: • Rory Torr • Phone No: +27 31 816 9770 • e-mail: rory.torr@transnet.net
CLOSING DATE	16:00pm on 04 November 2026 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.



2 TENDER SUBMISSION

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

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

- a) Log on to the Transnet eSupplier website/Portal
(<https://esupplierportal.transnet.net/portal/>)
- b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR; to sign in if already registered;
- c) Click on "ADVERTISED TENDERS" to view advertised tenders;
- d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;
- e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
- f) Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.
- g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- h) No late submissions will be accepted.
- i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- L) A detailed bidder guide can be found on the Transnet Portal
(<https://transnetetenders.azurewebsites.net>)

3 CONFIDENTIALITY

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



4 DISCLAIMERS

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

- 4.1 Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.
- 4.2 Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3 Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4 Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5 Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6 Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7 Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to 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 Tenderer 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 on **T2.2-23**, [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 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

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

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

Transnet urges its clients, suppliers and the general

public to report any fraud or corruption to

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30) The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2: Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information
C.1.2	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract Data (Part 1 & 2) C1.3 Form of Guarantees / Securities C2.1 Pricing instructions C2.2 Activity Schedule C3.1 Works Information C4.1 Site information
C.1.4	The <i>Employer's</i> agent is: Address: Rory Torr 202 Anton Lembede Street (Smith)

Durban

4001

Tel No.

27 31 816 9770

E - mail

rory.torr@transnet.net

C2.1 Only those Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

Step 2 of Stage 1

1. Eligibility with regards to attendance at the compulsory clarification meeting (refer returnable T2.2-01):

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. Eligibility in terms of the Construction Industry Development Board (CIDB Registration or Application as per returnable T2.2-02) :

a) Only those Tenderers who are validly 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 (IB) or 25(7A) of the Construction Industry Development Regulations, for a **9ME** 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 **9ME** 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. Technical Pre-qualification criteria for Registration Critical Resources (as per returnable T2.2-03)

Position	Required Registration	Documents submitted with Professional Registration number for verification Yes/No
Lead Electrical Engineer	Pr.Eng. registered with ECSA (Electrical Engineering discipline)	

Lead Mechanical Engineer	Pr.Eng. registered with ECSA (Mechanical Engineering discipline)	
Lead Civil or Structural Engineer	Pr.Eng. registered with ECSA (Civil or Structural Engineering discipline)	
Lead Control and Instrumentation Engineer	Pr.Eng. registered with ECSA (Electronic/Electrical Engineering discipline)	
Health and Safety Officer	Valid SACPCMP registration as Construction Health & Safety Officer	

4. Stage 2 Step Three – Technical/Functional Evaluation

Only those tenderers who obtain the minimum qualifying score for Technical/Functional Evaluation will be evaluated further in terms of price and the applicable preference point system.

The minimum qualifying for score for Technical/ Functional Evaluation is a Total score of **60 points**. The evaluation criteria for measuring Technical/ Evaluation and the points for each criterion and, if any, each sub-criterion is as stated in C.3.11.4 below.

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

- Identification details: The tender documents must be uploaded with:
- Name of Tenderer:
- Contact person and details:
- The Tender Number: **TPL/2026/07/0460/8583/RFP**
- The Tender Description: **Engineering, Procurement and Construction of the Witbank Depot Fire System Upgrade**

Documents must be marked for the attention of: **Employer's Agent: Rory Torr (Procurement Officer)**



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

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

Time: 16:00pm on the 04 November 2026

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. A valid CIDB certificate in the correct designated grading;(Mandatory)
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.

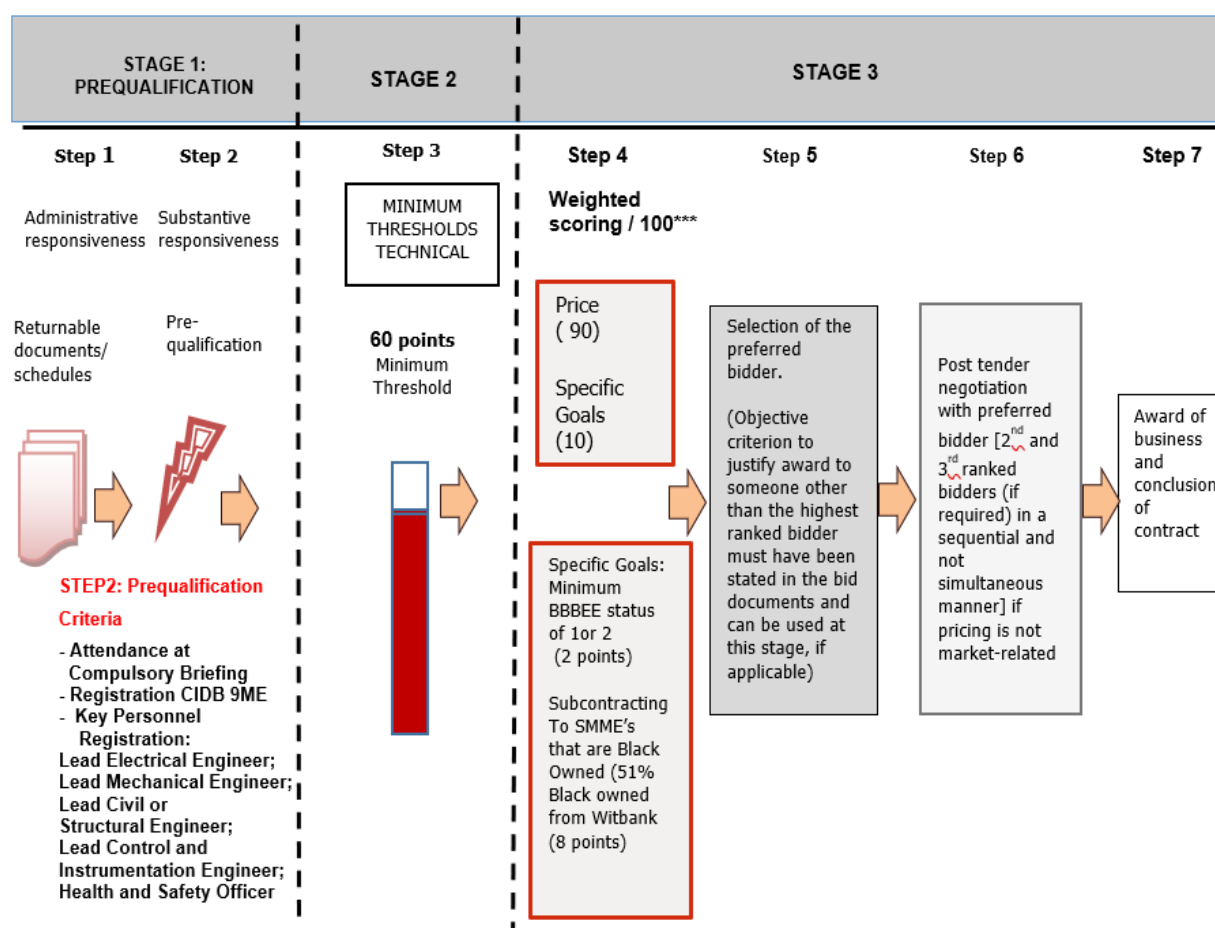
Returnable Documents means all the documents, Sections and Annexures, as listed in T2.1 for List of Returnable Documents. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>

Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>
Agreement and Commitment by Tenderer	<i>Failure to provide Agreement and Commitment by Tenderer Returnable Documents will result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

C3.11.1 EVALUATION METHODOLOGY AND CRITERIA

Transnet will utilise the following methodology and criteria in evaluating Tenders:



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

C.3.11.2 Evaluation Criteria and Scoring Scale

STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

<i>Administrative responsiveness check</i>
Whether the Bid has been lodged on time
Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
Verify the validity of all returnable documents
Verify if the Bid document has been duly signed by the authorised respondent

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further prequalification

C.3.11.3 STEP TWO: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness
Whether any general pre-qualification criteria set by Transnet, have been met
Whether the Bid contains a priced offer
Whether the Bid materially complies with the scope and/or specification given
- Whether any prequalification criteria have been met as follows: - Attendance of Compulsory Tender Clarification Meeting as per returnable T2.2-01 - Construction Industry Development Regulations, designation of 9ME class of construction work as per returnable T2.2-02 - Registration for critical resources as per returnable T2.2-03

The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Step Three for further evaluation

C3.11.4 Step Three: Technical/ Functional Evaluation

The minimum number of evaluation points for Technical/Functional Evaluation is a Total score of 60

Points. Minimum Threshold of 60 points for Technical Criteria. Failure to achieve the 60-point threshold will lead to disqualification.

Technical/Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-04 Management and CV's	Project Manager	3	15
	Construction Manager	3	
	Quality Control Manager	3	
	Lead Mechanical Engineer	3	
	Lead Planner	3	
T2.2-05 Company's Previous Experience	Tenderer's are required to display experience in fabrication, construction and installation of piping systems in petrochemical process plants within the past 15 years that meet or exceed a present day value of R80 million (ex. VAT).		25
T2.2-06 Programme	Duration (overall project)	15	25
	Format & Visibility Requirements	10	
T2.2-07 Project Execution Strategy	The Project Execution Strategy should cover:		
	1.Detailed Installation and Construction Methodology		15
	2.Overall Construction Sequencing and Phasing Strategy		
	3.Engineering, Design Review, and Quality Assurance		
	4.Testing, Commissioning, Handover, and Close-Out		
	5. Programme, Risk Management, and Controls		
	6. Pre-fabrication, Modularisation and Off-Site Works Strategy		
	7. Understanding of the Works and Site Constraints		
	8. Safety, Health, Environmental and Operational Interface Management		
T2.2-08 Health and Safety Requirements	SHE Policy	2	10
	Roles & responsibilities of legal appointees	3	
	Task Risk Assessment	3	

	Health and Safety Questionnaire	2	
T2.2-09 Project Specific Organisational Chart	Organogram Completeness & Package Coverage (15 packages)		10
	The Tenderer must submit a high-level Project Specific Organisational Structure organogram showing the contractual and management relationship between the Main Contractor, all proposed subcontractors, key suppliers and specialists for the successful execution of the EPC Works Experience (shown on organogram)		
Maximum possible score for Functionality			100

Functionality shall be scored independently by not less than 3 (three) evaluators.

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 technical/functional evaluation (Desktop), 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.3.11.5 STEP FOUR: Evaluation and Final Weighted Scoring

Tenders will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations.

Evaluation Criteria	Final Weighted Scores
Price	90
Specific Goals - Scorecard	10
TOTAL SCORE:	100

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

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

3.11.5.1 Selected Specific Goals:

Selected Specific Goal	Number of points allocated (90/10)
B-BBEE Level of contributor (1 or 2)	2
Sub-contracting to SMMEs that are Black Owned (51% Black Owned) from Witbank	8
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
The promotion of supplier development through sub-contracting for a minimum of 19.3 % of the value of the contract to South African Companies which are: I. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements / Declaration Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit of the sub-contracted entities.
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIP - Registered address of entity

C3.11.5.2 The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	2
Sub-contracting to SMMEs that are Black Owned (51% Black Owned) from Witbank	8
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.11.6 **STEP FIVE: Objective Criteria (if applicable)**

Transnet reserves the right to award the contract to the highest scoring bidder, **unless objective criteria justify an award to another bidder** in accordance with applicable legislation and procurement prescripts.

Where applicable, Transnet **may apply** the following objective **criteria after completion of all bid evaluation processes and prior to contract award**:

Due Diligence

Transnet will conduct a due diligence assessment on the preferred bidder(s) to verify the accuracy, completeness, and validity of information submitted in the bid, including but not limited to the following aspects:

- integrity, ethics, and reputational standing;
- corporate governance, ownership, and control structures;
- financial standing, sustainability, and solvency;
- legal, statutory, and regulatory compliance;
- declared and potential conflicts of interest

Should the due diligence process identify any **material misrepresentation, non-disclosure, conflict of interest, legal incapacity, or adverse finding** that renders the bidder **non-compliant, ineligible, or incapable of performing the contract or any other related negative report against the bidder**, Transnet **reserves the right to reject the bid** and **may consider** the next highest-ranked responsive and compliant bidder.

Due diligence outcomes **will not be used as scoring criteria**, nor will they result in a re-evaluation of price, functionality, or preference points.

C.11.7 **STEP SIX: Post Tender Negotiations (PTN)**

Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view

to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

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

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

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

C.11.8 **STEP SEVEN: Award of Business and Conclusion of Contract**

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

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

C3.13 Tender offers will only be accepted if:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; 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; the Tenderer does not appear on Transnet's list for restricted Tenderers and National Treasury's list of Tender Defaulters;

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, other than what has been evaluated under any prequalification, functionality or price and specific goals criteria.

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 No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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 opinion of the employer, to perform the contract free of conflicts of interest; 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.

g)is an unacceptable commercial risk to the employer due to unduly high or unduly low tendered rates or amounts in the tender offer.

C3.17	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).
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T2.2-10 : RFP Clarification Request Form

RFP No: TPL/2026/07/0460/8583/RFP

Deadline for RFP clarification submissions: Before **12:00 pm on 26 October 2026**

TO: Transnet SOC Ltd
 ATTENTION: Rory Torr
 EMAIL: rory.torr@transnet.net
 DATE:
 FROM:

RFP Clarification No *[to be inserted by Transnet]*

REQUEST FOR RFP CLARIFICATION:

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C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options and secondary Options of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	X1: Price adjustment for inflation X2: Changes in the law X5: Sectional completions X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract Z1 Additional clauses relating to Identified and Defined Terms – Refer to Core Clause 11. Z2 Additional clause relating to Interpretation of Law – Refer to Core Clause 12 Z3 Additional clause relating to Communications – Refer to Core Clause 13 Z4 Additional clause relating to Anti-Corruption Act Z5 Additional clauses relating to Key Dates – Refer to Core Clause 25 Z6 Additional clauses relating to other responsibilities – Refer to Core Clause 27 Z7 Additional clause relating to access and use of the Site – Refer to Core Clauses 31 and 33

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- Z8 Additional clauses relating to correcting Defects – Refer to Core Clause 43**
 - Z9 Additional clauses relating to payment – Refer to Core Clause 50, 51 and 52**
 - Z10 Additional clauses relating to compensation events – Refer to Core Clause 60**
 - Z11 Additional clauses relating to the *Project Manager's* time periods for responding to compensation events – Refer to Core Clause 61.4, 62.6 and 64.4**
 - Z12 Additional clauses relating to risks and insurance – Refer to Core Clause 83**
 - Z13 Additional clause relating to termination – Refer to Core Clause 90**
 - Z14 Additional clauses relating to reasons for termination – Refer to Core Clause 91**
 - Z15 Additional clause relating to Secondary Option X13 – Performance bond**
 - Z16 Additional clauses relating to Secondary Option X18 Limitation of liability**
 - Z17 Right to conduct screening through SSA**
 - Z18 Additional Clause Relating to Collusion in the Construction Industry**
 - Z19 Protection of Personal Information Act**
 - Z20 Obligations in respect of the CSDG goals**
 - Z21 Intellectual Property**
 - Z22 Assignment**
 - Z23 *Employer's* right to take appropriate action**
 - Z24 *Employer's* step-in rights**
 - Z25 Design Review by the *Employer***
 - Z26 Waiver of Lien**
 - Z27 Proposed Contractor's key persons**
 - Z28 Obligations in respect of Job Creation**
 - Z29 Obligations in respect of the Sub Contracting**

		Z30 Provisional Activities in the Activity Schedule
		Z31 Additional clauses relating to the Shorter Schedule of Cost Components (SSCC)
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Pipelines 202 Anton Lembede Street Durban 4001
10.1	The <i>Project Manager</i> is: (Name)	To be confirmed
	Address	202 Anton Lembede Street Durban 4001
	Tel	To be confirmed
	e-mail	To be confirmed
10.1	The <i>Supervisor</i> is: (Name)	To be confirmed
	Address	202 Anton Lembede Street Durban 4001
	Tel No.	To be confirmed
	e-mail	To be confirmed
11.2(13)	The <i>works</i> are	Engineering, Procurement and Construction of the Witbank Depot Fire System Upgrade
11.2(14)	The following matters will be included in the Risk Register	All those matters recorded in accordance with Clause 16.1 of the Contract.
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1. "Description of the Site"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 (two) weeks for all project communications.
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Twenty four (24) Months from contract award
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	

Key Date	Key Date Condition	Date Condition to be Achieved
Key Date 1	The <i>Contractor</i> has obtained all required municipal plan approvals in accordance with Works Information and the <i>Project Manager</i> has given written confirmation that on-site construction activities may commence.	To be confirmed
Key Date 2	FEED Stage Complete	To be confirmed

30.1	The <i>access dates</i> are	1	Access to the Site for visual surveys, investigations and testing that does not involve demolition, modification or construction related activities is To be confirmed, but no earlier than compliance with the <i>Employers</i> Health, Safety, Environmental and Security Requirements prior to accessing the Site.
		2	Access to the Site to commence construction activities will be provided when:
		2.1	The Contractor has provided the necessary information to the <i>Employer</i> for the Construction Permit and the permit has been issued by the Department of Labour and Employment in accordance with the Construction Regulations (latest revision).
		2.2	The Contractor has submitted the Health and Safety File and this has been accepted by the <i>Project Manager</i>.
		2.3	The <i>Contractor</i> has complied with Section 3.3 of the Works Information relating to Plan Approvals.

31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	4 weeks of the Contract Date.
31.2	The <i>starting date</i> is	To be confirmed
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks.
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	15th (fifteenth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	The number of days with rainfall more than 10 mm. The number of days with minimum air temperature less than 0 degrees Celsius. The number of hours wind speed measurements exceeded 30 km/h. 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 <i>Contractor</i> is required to install a weather gauge on his Site establishment area.
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Witbank South African weather service station with co-ordinates: Lat -25.8323 and Long 29.1921

and which are available from: **South African Weather Service 012 367 6023 or**
info3@weathersa.co.za /
salesdbn@weathersa.co.za

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

4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
	The <i>Contractor</i> provides these additional Insurances	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 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the <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

		4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000. 5 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>.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	Refer to Clauses Z13 and Z14
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:	The Chairman of the Association of Arbitrators (Southern Africa)		
	If no <i>Adjudicator nominating body</i> is entered, it is:	the Association of Arbitrators (Southern Africa)		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)		
	The place where arbitration is to be held is	Durban, South Africa		
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	One Month before Tender Closing Date		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-portion	linked to index for	Index prepared by
		0.09	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa

0.05	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
0.19	Material (Civil)	The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
0.04	Material (Electrical)	The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.

		0.45	Material (Mechanical)	The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		0.03	Travel	The "Fuel" index in Table E (Consumer price indices for all urban areas (concluded) of the Statistical Release P0141 CPI Index" published by Statistics South Africa.
		0.15	Non-adjustable	
		1	Total	
X2	Changes in the law	No additional data is required for this Option		
X5	Sectional Completions			
X5.1	The completion date for each <i>Section</i> section of the works is:	Description	Completion date	
	1. Tank 7	Ready for Operations Certificate of the New Fire System for Tank 7 Accepted by the <i>Project Manager</i>	To be confirmed	
	2. Tank 1	Ready for Operations Certificate of the New Fire System for Tank 1 Accepted by the <i>Project Manager</i>	To be confirmed	
	3. Tank 8	Ready for Operations Certificate of the New Fire System for Tank 8 Accepted by the <i>Project Manager</i>	To be confirmed	

4. Tank 2	Ready for Operations To be Certificate of the New Fire confirmed System for Tank 2 Accepted by the <i>Project Manager</i>
5. Tank 5	Ready for Operations To be Certificate of the New Fire confirmed System for Tank 5 Accepted by the <i>Project Manager</i>
6. Tank 3	Ready for Operations To be Certificate of the New Fire confirmed System for Tank 3 Accepted by the <i>Project Manager</i>
7. Tank 9	Ready for Operations To be Certificate of the New Fire confirmed System for Tank 9 Accepted by the <i>Project Manager</i>
8. Tank 4	Ready for Operations To be Certificate of the New Fire confirmed System for Tank 4 Accepted by the <i>Project Manager</i>
9. Tank 6	Ready for Operations To be Certificate of the New Fire confirmed System for Tank 6 Accepted by the <i>Project Manager</i>
10. Completion of the new fire system	Ready for Operation To be Certificate of the Complete confirmed New Fire System Accepted by the <i>Project Manager</i>

X5 & X7	Sectional Completion and delay damages used together
X5.1 X7.1	Delay damages for late Completion of the sections of the <i>works</i> and whole of the <i>works</i> are: • 1% per day of the total of the Prices at the Completion Date, for the first 20 days of delay. • 2% per day of the total of the Prices at the Completion Date, for the 21st to the 40th day of delay, • 3% per day of the total of the Prices at the Completion Date, for the 41st to the 50th day of delay, • 4% per day of the total of the Prices at the Completion Date, for the 51st to the 60th day of delay, With the total of Delay Damages under this clause limited to 10% of the Prices at the Completion Date

X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the total of the Prices
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	5% on all payments certified.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	10% of the total of the Prices at the Contract Date
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the <i>works</i>
Z	<i>Additional conditions of contract are:</i>	
Z1	Additional clauses relating to Identified and Defined Terms – Refer to Core Clause 11.2	
Z1.1	Clause 11.2(17) Subcontractors is deleted and replaced with: A Subcontractor is a person or organisation who has a contract with the Contractor to • construct or install part of the works or supply any purpose-made part of the works, • design all or part of the works, except the design of Plant and Materials that are not purpose-made for the works, or • provide a service in the Working Areas, which is necessary to provide the <i>works</i>, except for the - hire of Equipment or - supply of people paid for by the Contractor according to the time they work	

Z1.2	Add a new clause 11.2(33) Corrupt Acts: A Corrupt Act is - the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust or - abusing any entrusted power for private gain - Any other conduct classified as such in terms of the relevant piece of legislation in this regard namely the Prevention and Combating of Corrupt Activities Act of South Africa, Act 12 of 2004. in connection with this contract or any other contract with the <i>Employer</i>. This includes any commission paid as an inducement which was not declared to the <i>Employer</i> before the Contract Date
Z1.3	Add a new clause 11.2(34) People Rates: The People Rates are the <i>people rates</i> unless later changed in accordance with the contract.
Z1.4	Amend Clause 11.2(8): The Fee is the sum of the amounts calculated by applying the <i>subcontracted fee percentage</i> to the Defined Cost of subcontracted work and the <i>direct fee percentage</i> to the Defined Cost of Cost Component 3 Plant and Materials, Cost Component 4 Charges, Cost Component 5 Manufacture and Fabrication and Cost Component 6 Design of the Shorter Schedule of Cost Components.
Z2	Additional clause relating to Interpretation of Law – Refer to Core Clause 12
Z2.1	Additional Clause 12.5: Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Project Manager</i>, <i>Supervisor</i> or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel or lien unless the Parties agree otherwise and confirm such an agreement in writing.
Z3	Additional clause relating to Communications – Refer to Core Clause 13
Z3.1	Clause 13.2 is deleted and replaced with: If the Works Information specifies the use of a communication system, a communication has effect when it is communicated through the communication system specified in the Works Information. If the Works Information does not specify a communication system, a communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the e-mail address of the recipient stated in the Contract Data.
Z4	Additional clause relating to Anti-Corruption Act

Z4.1 Add a new clause 28 'Anti-Corruption Act ':

28.1 The *Contractor* declares and warrants that, in performing its obligations under this Agreement, it shall comply with all applicable anti-bribery and anti-corruption laws, including, but not limited to, the South African Prevention and Combating of Corrupt Activities Act 12 of 2004 (PRECCA).

28.2 The *Contractor* undertakes that it, its directors, employees, agents, sub-contractors, or any other person acting on its behalf, will not, directly or indirectly, offer, give, solicit, or accept any "gratification" (as broadly defined in PRECCA, including money, gifts, loans, fees, or any other advantage of favour) intended to influence improperly any person's action or decisions to obtain or retain business, or an advantage in the conduct of business related to this Agreement.

Z5 Additional clauses relating to Key Dates – Refer to Core Clause 25

Z5.1 The last sentence of Core Clause 25.3 is deleted.

Z5.2 Additional Clause 25.4:

If the *Project Manager* decides that the *works* do not meet the Condition stated for a Key Date by the date stated and, in lieu of the *Employer* recovering any additional costs it may have incurred for any reason, including costs incurred in either

- in carrying out *works* or
- by paying an additional amount to Others in carrying out *works* on the same project, the *Contractor* pays delay damages at the rate stated in Secondary Option Z5.3 from the date stated for the *works* to meet the Condition stated for the Key Date until the date the *works* meet the Condition for the Key Date.

Z5.3 Additional Clause 25.5:

The *Project Manager* certifies Sectional Completion of completed Works that meet the Condition required for a Key Date.

Z5.3 Additional Clause 25.6:

The delay damages for failing to meet the Condition required for a Key Date are:

- 1% per day of 50% of the total of the Prices at the Key Date, for the first 20 days of delay in meeting all the conditions for meeting the stated Key Date.
- 2% per day of 50% of total of the Prices at the Key Date, for the 21st to the 40th day of delay in meeting all the conditions for meeting the stated Key Date,
- 3% per day of 50% of the total of the Prices at the Key Date, for the 41st to the 50th day of delay in meeting all the conditions for meeting the stated Key Date,
- 4% per day of 50% of the total of the Prices at the Key Date, for the 51st to the 60th day of delay in meeting all the conditions for meeting the stated Key Date,

With the total of Key Date Delay Damages under this clause limited to 10% of the total of the Prices at the Contract Date

Z6 Additional clauses relating to other responsibilities – Refer to Core Clause 27

Z6.1 Additional Clause 27.5

In the instance that the *Contractor* is a joint venture, consortium or a partnership, the *Contractor* provides the *Employer* with a certified copy of its signed joint venture, consortium or a partnership agreement, and in the instance that the joint venture, consortium or a partnership is an incorporated Entity, the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture, consortium or a partnership 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 partners and the Joint Venture;
- The partner's interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which are to be taken out by the joint venture consortium or a partnership and by the individual partners;
- Details of the internal dispute resolution procedure;• Written confirmation by all of the partners:
 - i. of their joint and several liabilities to the *Employer* to provide the *works*, notwithstanding any liabilities between the parties to the joint venture or consortium;
 - ii. identification of the lead partner in the joint venture or consortium or a partnership, confirming the authority of the lead partner to bind the joint venture consortium or a partnership through the *Contractor's* representative;
 - iii. identification of the roles and responsibilities of the partners to provide the works.
- Financial requirements for the Joint Venture:
 - i. the working capital requirements for the joint venture consortium or a partnership and the extent to which and manner whereby this will be provided and/or guaranteed by the partners from time to time;
 - ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the joint venture consortium or a partnership.

Z6.2 Additional Clause 27.6:

The *Contractor* shall not alter the composition or legal status of the joint venture or consortium or partnership without the prior written approval of the *Employer*.

Z7 Additional clauses relating to programme, access to the Site and suspension of the works – Refer to Core Clauses 31 and 33

Z7.1 Add bullet item in clause 31.2:

- in addition to the statement of the *Contractor* plans to do work, each operation or activity on the programme submitted for acceptance, and each revised programme, shall be fully resource loaded indicating all detailed resources i.e. all categories of People, Equipment and Material.

Z7.2 Additional Clause 33.2:

Access to the Site will be provided once the *Contractor* has fulfilled the requirements as set forth under the Contract Data Part 1 for clause 30.1

Z7.3	Additional Clause 33.3: The <i>Employer</i> may at any time suspend part or all of the <i>works</i>. As a consequence, if the <i>Contractor</i> is required to demobilise and then remobilise its staff and equipment, the <i>Contractor</i> will be entitled to a compensation event. The <i>Contractor</i> will be required to reduce and actively mitigate all its costs during the period of suspension and will be entitled to a compensation event only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.
Z8	Additional clauses relating to correcting Defects – Refer to Core Clause 43
Z8.1	Add to clause 43.2: Except that the <i>Employer</i> may correct a Defect after take over if there is a threat to safety which justifies immediate action to correct the Defect. The <i>Project Manager</i> assesses the cost incurred by the <i>Employer</i> in correcting the Defect and the <i>Contractor</i> pays the amount assessed
Z8.2	Additional Clause 43.5: The <i>Contractor</i> corrects a Defect notified before Completion within 2 (two) weeks of the notification of the Defect.
Z8.3	Additional Clause 43.6: The <i>Contractor</i> corrects a Defect that creates a danger to health and safety as soon as possible and does not work in the affected area until the Defect is corrected.
Z8.4	Additional Clause 43.7: A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the defects date, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period.
Z9	Additional clauses relating to payment – Refer to Core Clause 50, 51 and 52
Z9.1	Add the following to clause 50.3: 5% of the Price for Work Done to Date is retained in each assessment of the amount due until the <i>Contractor</i> has submitted a programme for acceptance for the particular assessment period to the <i>Project Manager</i> showing the information that this contract requires as set out under Clause 31.2 and the Works Information. 5% of the Price for Work Done to Date is retained in each assessment of the amount due until the <i>Contractor</i> has provided evidence of its compliance with the <i>Contractor's</i> Local Production and Content, Job Creation and CSDG commitments for the particular assessment period to the <i>Project Manager</i> showing the information that this contract requires as set out in the <i>Contractor's</i> Local Production and Content, Job Creation and CSDG commitments, relevant Z clauses and the Works Information

- Z9.2 Additional Clause 51.5:
- In the event that the total of the Prices at the date of the award of the Contract is based on any price in a foreign currency being converted to South African Rand at an exchange rate recorded in the Tender, the *Contractor* is, at its cost, to obtain forward cover for such currency amount within 30 (thirty) working days of the award of the Contract.
- Z9.3 Any contract of forward cover is to be acceptable to the *Employer*.
- Z9.4 The total of the Prices at the Contract award is to be adjusted to reflect the exchange rates in the approved contracts of forward cover. This adjustment will be the only adjustment for fluctuations in the rate of exchange, save for any foreign exchange in compensation events, which is to be handled in the same manner.
- Z9.5 If there are no rates of exchange specified in the *Contractor's* Tender, no adjustment of the total of the Prices is to be made.
- Z9.6 "Add a new clause 52.2 :
- The *Contractor* keeps these records
- accounts of payments of Defined Cost,
 - proof that the payments in respect of Defined Cost have been made,
 - communications about and assessments of compensation events for Subcontractors and
 - other records as stated in the Works Information.
- The *Contractor* allows the *Project Manager* to inspect at any time within working hours the accounts and records which it is required to keep."

Z10 Additional clauses relating to compensation events – Refer to Core Clause 60

- Z10.1 Amend Core Clause 60.1(2) to read:
- (2) The *Employer* does not allow access to and use of a part of the Site by the later of its access date and the date shown on the Accepted Programme provided the *Contractor* indicated such access on the Accepted Programme and notified the *Project Manager* of the date when he planned to establish the work area at least 10 (ten) days before the planned date for establishment.
- Z10.2 Amend the provisions of Clause 60.1(4) to read as follows:
- (4) The *Project Manager* gives an instruction to stop or not to start any *works* or to change a Key Date. Any instructions issued by the *Project Manager* or the *Employer* which require the *Contractor* to stop the *works* and comply with any health and safety requirement, policy, specification, or regulation, including conducting of emergency exercises or any safety stand-downs, or safety-related matters, will not constitute a compensation event and will not result in a change to the Prices or a change to the Key and Completion Dates.

Z10.3 Add to the following at the end of Core Clauses 60.1(13) and 60.1(19):

Only the effect of time is considered in assessing this compensation event. The Prices are not to be changed.

Z11 Additional clauses relating to the *Project Manager's* time periods for responding to compensation events – Refer to Core Clause 61.4, 62.6 and 64.4

- Z11.1 The first bullet point of Core Clause 61.4 is amended to read as follows:
- arises from the fault, error, negligence or default of the *Contractor*.
- Add a fifth bullet point of Core Clause 61.4 which read as follows:
- has not been notified within the timescales set out in these conditions of contract
- Z11.2 Delete and replace the last paragraph of Clauses 61.4 with:
- If the *Project Manager* fails to reply to the *Contractor's* notification of a compensation event within the time allowed, the *Contractor* may notify the *Project Manager* of that failure. If the failure continues for a further eight weeks after the *Contractor's* notification it is treated as acceptance by the *Project Manager* that the event is a compensation event and an instruction to submit quotations except if the *Project Manager* notifies the *Contractor* that the *Employer's* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor*
- Z11.3 Clause 62.6 is deleted and replaced with:
- If the *Project Manager* does not reply to a quotation within the time allowed, the *Contractor* may notify the *Project Manager* of that failure. If the *Contractor* submitted more than one quotation for the compensation event, the notification states which quotation the *Contractor* proposes is to be used.
- If the failure continues for a further eight weeks after the *Contractor's* notification it is treated as acceptance by the *Project Manager* of the quotation, except if the *Project Manager* notifies the *Contractor* that the *Employer's* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor*.
- Z11.4 Clause 63.3 is deleted and replaced with:
- A delay to the Completion Date is assessed as the length of time that, due to the compensation event, planned Completion is later than planned Completion as shown on the Accepted Programme current at the dividing date.
- A delay to a Key Date is assessed as the length of time that, due to the compensation event, the planned date when the Condition stated for a Key Date will be met is later than the date shown on the Accepted Programme current at the dividing date.
- The assessment takes into account:
- any delay caused by the compensation event already in the Accepted Programme and
 - events which have happened between the date of the Accepted Programme and the dividing date.

Z11.5	Clause 64.4 is deleted and replaced with: If the <i>Project Manager</i> does not assess a compensation event within the time allowed, the <i>Contractor</i> may notify the <i>Project Manager</i> of that failure. If the <i>Contractor</i> submitted more than one quotation for the compensation event, the notification states which quotation the <i>Contractor</i> proposes is to be used. If the failure continues for a further eight weeks after the <i>Contractor's</i> notification it is treated as acceptance by the <i>Project Manager</i> of the quotation, except if the <i>Project Manager</i> notifies the <i>Contractor</i> that the <i>Employer's</i> authority is required and includes in his notification any extension to the period within which he is required to reply to the <i>Contractor</i>.
Z12	Additional clauses relating to risks and insurance – Refer to Core Clause 83
Z12.1	Add the following to Clause 81.1: The following are not <i>Employer's</i> risks: • a global pandemic or epidemic • global and local financial or political events; • electricity outages, blackouts and load-shedding • Construction Mafia or similar bodies, community activists or other unlawful activities relating to the <i>works</i>, and the <i>Contractor's</i> ability to Provide the Works. However, if a delay resulting from any of these risks results in a delay longer than seven (7) continuous days, the <i>Contractor</i> is entitled to a compensation event for the time (but not the cost) impact of the risk, subject to the <i>Contractor</i> complying with the relevant provisions of the contract.
Z12.2	Additional Clause 83.3: For the avoidance of doubt, the <i>Employer</i> and the <i>Contractor</i> expressly agree that the total liability of the <i>Contractor</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising the <i>Contractor</i>.
Z13	Additional clause relating to termination – Refer to Core Clause 90
Z13.1	Termination Table The following are included under Core Clause 90.2 Termination Table as follows: Amend "A reason other than R1 - R21" to "A reason other than R1 - R24" Amend "R1 - R15 or R18" to "R1 - R15, R18, R22 or R23 or R24 ."
Z14	Additional clauses relating to reasons for termination – Refer to Core Clause 91

Z14.1	The following are included under Core Clause 91.1: Amend the second main bullet to read: If the other party is a company or partnership, joint venture, or consortium, or partnership, whether incorporated or otherwise (including any partner of the joint venture or consortium or partnership) and has Under the second main bullet, insert the following additional sub-bullets after the last sub-bullet: • commenced business rescue proceedings (R22) • repudiated this Contract (R23) • the delay damages have reached the total amount specified in the contract (R24)
Z14.2	Add a second bullet under Clause 91.2 to read: Failure to comply with all the criteria set out under Z28.1 (Design Review by the Employer)(R11.1).
Z14.3	Add to Clause 90.2 if the <i>Employer</i> terminates for Reason 11.1 under Clause 91.2 (R11.1) the <i>Employer</i> may terminate the <i>Contractor's</i> obligation to provide the remainder of the <i>works</i> without any further entitlement to the <i>Contractor</i> for any payment under Clause 93.2, or consideration for the provision of the remainder of the <i>works</i>
Z14.4	Clause 93.2 A4 is deleted and replaced with: '2.5% applied to: • for Options A, B, C and D, any excess of the total of the Prices at the Contract Date over the Price for Work Done to Date'

Z15	Additional clause relating to Secondary Option X13 – Performance bond
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Z15.1	Additional Clause X13.2: The Performance Guarantee is an irrevocable, on-demand performance guarantee, issued exactly in the form of the pro forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.
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Z16	Additional clauses relating to Secondary Option X18 Limitation of liability
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Z16.1	Amend the bullet points in Clause X18.4 to read: • loss or damage to the <i>Employer's</i> property, • any amount payable under any indemnity, • delay damages under Option X7, • delay damages under Clause Z5.
Z16.2	Additional Clause X18.6: For the avoidance of doubt, the <i>Employer</i> and the <i>Contractor</i> expressly agree that the total liability of the <i>Contractor</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising the <i>Contractor</i>.

Z17	Right to conduct vetting through SSA
Z17.1	The <i>Employer</i> will conduct screening through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points. The following documents are needed from the <i>Contractor</i>: 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 fingerprints must be submitted. 6. Copies of ID of employees who will be working on site. 7. Fingerprint of employees who will be working on site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted. 8. The contractor must make a copy of the extra Departmental documents and take it to SAPS which prevents them from paying. 9. In the event the <i>Contractor</i> is not cleared by SSA, the <i>Employer</i> will terminate the contract forthwith. Note: Please take note that SSA takes four (4) weeks for screening to take place once all required documentation has been submitted.
Z18	Additional Clause Relating to Collusion in the Construction Industry
Z18.1	The Contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging, including blacklisting.
Z19	Protection of Personal Information Act
Z19.1	The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that complies with the requirements of the Protection of Personal Information Act.
Z20	Obligations in respect of Contract Skills Development Goal (CSDG) goals
Z20.1	It is a material condition of the Contract that the Contractor meet the required CSDG goals.

Z20.2	Compliance with requirements The <i>Contractor</i> shall: - within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged. - at intervals not exceeding three (3) months, submit to the employer's representative interim contract compliance training reports; and - shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the <i>Employer's</i> representative a final contract compliance training report.
Z20.3	The <i>Contractor</i> ensures that all CSDG goals and compliance requirements are satisfied..
Z20.4	The <i>Contractor</i> notifies the <i>Project Manager</i> of any changes to the approved CSDG plan due to delays beyond the <i>Contractor's</i> control and compensation events. The <i>Contractor</i> does not change the CSDG goals without the <i>Project Manager's</i> written approval.
Z20.5	If at any time the <i>Project Manager</i> decides that the <i>Contractor</i> is not maintaining the achieving the CSDG goals at the required rate, the <i>Project Manager</i> may reduce any amount that is due or may become due to the <i>Contractor</i> by an amount of R100,000 for every CSDG that the <i>Contractor</i> failed to achieve until the required CSDG is achieved. Such withholding of payment will not entitle the <i>Contractor</i> to interest for late payment.
Z20.6	If it becomes evident to the <i>Project Manager</i> that the <i>Contractor</i> will fail to meet the full CSDG goals, this breach of the Contract will constitute a reason for termination of the Contract.
Z21	Intellectual Property
Z21.1	Intellectual property rights (including, without limitation, patents, copyright, and trademarks) rest with the party owning the intellectual property right.
Z21.2	Works Related Design Documentation The <i>Contractor</i> grants the <i>Employer</i> the irrevocable right in accordance with the provisions of Section 22 of the Copyright Act 1978: - To copy any plan, diagram, drawing, document, specification, bill of quantities, design, calculation, or any other similar document made by the <i>Contractor</i> in connection with the <i>works</i>; and, - To make free and unrestricted use thereof for its own purposes, modify same or have it modified by Others for any reasons, without obtaining permission from the <i>Contractor</i>; and, To provide copies thereof to Others to be used by them for purposes of tendering, consultancy or service delivery.

Z21.3	Using the <i>Contractor's</i> Design	
	The <i>Employer</i> shall have the right to use and copy all, or any part, of the <i>Contractor's</i> design for any purpose connected with construction, use, maintenance, alteration, demolition, expansion to the <i>Works</i> , or for integration of the <i>Works</i> with other systems, plant and equipment.	
Z21.4	Save as stated above, the <i>Employer</i> and the <i>Contractor</i> may not use any intellectual property of the other party without that party's written consent. The <i>Employer</i> indemnifies the <i>Contractor</i> against any claim or action (including costs) caused by or arising from the failure of the <i>Employer</i> to obtain such consent, and the <i>Contractor</i> indemnifies the <i>Employer</i> against any claim or action (including costs) caused by or arising from the failure of the <i>Contractor</i> to obtain such consent.	
Z22	Assignment	
Z22.1	No rights, duties or liabilities under this Contract may be ceded, assigned, transferred, conveyed, or otherwise disposed of by either the <i>Employer</i> or the <i>Contractor</i> without the prior written consent of the other party, which consent shall not be unreasonably withheld.	
Z24	<i>Employer's</i> right to take appropriate action	
Z23.1	The Contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging
Z23.2	The <i>Contractor</i> undertakes:	not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in the execution of this Contract.
Z23.3	The <i>Contractor</i> further undertakes:	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption, and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z23.4	The <i>Contractor's</i> breach of this Clause constitutes grounds for terminating the Contract or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination	
Z23.5	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the Contract, the <i>Employer</i> shall be entitled to terminate the Contract forthwith and take any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).	

Z23.6	The Contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	politically exposed persons, including any allegations with regard to state capture.
Z23.7	The Contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	blacklisting by any state entity on the national treasury database.
Z24	<i>Employer's step-in rights</i>	
Z24.1	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 4 (four) weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the Contract, may remedy the default either himself or procure an Other (including any Subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The <i>Contractor</i> bears the reasonable costs of such remedial works.	
Z24.2	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matters, including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the Contract or otherwise for and/or in connection with any subsequent works) and generally does all things required by the <i>Project Manager</i> to achieve this end.	
Z25	Design Review by the <i>Employer</i>	
Z25.1	Upon completion of each batch of design deliverables, a formal design review shall be conducted. At the design review, the <i>Project Manager</i> and the <i>Employer</i> shall, based on the presented deliverables: • Assess if the technical requirements have been complied with; and • Assess if the technical solution can be practically operated, maintained and adequately supported in the <i>Employer's</i> South African operating and maintenance environment; • Assess, based on the Contractor's development and execution performance, if the risks associated with the remainder of the works is acceptable; and • Assess if the Contractor has sufficient competent resources to complete multiple work streams for execution of the construction and commissioning works.	
Z26	Waiver of Lien	
Z26.1	The <i>Contractor</i> waives and abandons his <i>Contractor's</i> lien or any other right of retention which he now has or may in future have in respect of the <i>works</i> and shall under no circumstances be entitled to withhold delivery of the same to the <i>Employer</i> .	
Z27	Proposed <i>Contractor's</i> key persons	
Z27.1	The <i>Contractor's</i> key persons and other stated resources submitted as part of its original RFP tender (offer) as submitted at the time is deemed included in this contract, and become a material obligation on how the <i>Contractor</i> do the works. Any proposed change to the resources, will be subject to the formal acceptance of the <i>Employer</i> , in addition to the requirements of replacing a key person as per Core Clause 24.1.	

Z28	Obligations in respect of Job Creation
Z28.1	The <i>Contractor</i> contributes to the <i>Employer's</i> job-creation objectives as set out in Returnable Schedule T2.2-19.
Z28.2	The <i>Contractor's</i> undertaking as to the number of new jobs created due to the award of this Contract as set out in Returnable Schedule T.2.2-19 will constitute a binding agreement throughout the duration of the Contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet this specific material term of the Contract, which after due process has been followed will constitute a reason for termination.
Z28.3	The <i>Contractor</i> shall provide to the <i>Employer</i> , on a monthly basis or upon receiving an instruction to do so by the <i>Project Manager</i> , any documentation and/or evidence required by the <i>Employer</i> , which in the <i>Employer's</i> opinion, would be necessary to verify whether the <i>Contractor</i> has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2-19. The <i>Contractor</i> shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.
Z28.4	If at any time the <i>Project Manager</i> decides that the <i>Contractor</i> is not maintaining the required rate of job creation, the <i>Project Manager</i> may reduce any amount that is due or may become due to the <i>Contractor</i> by an amount of R100,000 for every new job that the <i>Contractor</i> failed to create, until the required rate of job creation is achieved. Such withholding of payment will not entitle the <i>Contractor</i> to interest for late payment.
Z29	Obligations in respect of the Sub Contracting
Z29.1	The Contractor must sub-contract the amount specified in their submission to one or more EME or QSEs that must be at least 51% black owned and from the Witbank community as defined in the bid
Z29.2	The <i>Contractor</i> shall develop and present for acceptance to the <i>Project Manager</i> in writing within 30 (thirty) calendar days from the Contract Date, detailed sub-contracting agreement/s that clearly defines: • the work that will be sub contracted (as per bid); • the value of the contract that will be sub contracted (as per bid) ; • the expected time lines that the sub contractor/s will execute the work; • the expected timelines of payment to the sub contractor/s; • BBBEE affidavit/s of the sub contractor/s must be provided; • Proof of ownership of the sub contractor/s must be provided; • Financial statements of the sub contractor must be provided; • Proof of geographical business location and ownership of the sub-contractor (must be from Witbank)
Z29.3	It is the responsibility of the <i>Contractor</i> to ensure that the sub-contractor/s meets the requirements as stated in Z29.2 above for the duration of the sub-contracting agreement.
Z29.4	It is the responsibility of the <i>Contractor</i> to notify the <i>Employer</i> of any changes to the sub-contractor/s or changes to the sub-contracting agreement. Any changes to the sub-contractor/s or the sub-contracting agreement must still meet the requirements as stated in Z29.1.
Z29.5	The <i>Contractor</i> must provide proof of payments made to the sub contractor in line with the payment timelines as defined in Z29.2 to the Employer.
Z29.6	The <i>Employer</i> has the right to withhold payment in respect of the main offer, should the contractor default on the implementation of the sub contracting agreement. In such an instance the value of the payment withheld, shall be no less than the value of the sub contracting requirement in terms of which non-performance has occurred.

Z29.7	The contract will be conditional on the sub contracting requirement being met as the bidder has committed to in the RFP. Therefore, failure to submit or thereafter to agree to the sub contracting requirements (ref Z29.2) within the stipulated timelines may results in contractual penalties being imposed.
Z29.8	The <i>Employer</i> has the right to terminate the contract should the <i>Contractor</i> default on the sub contracting requirements.
Z30	Provisional Activities in the Activity Schedule
Z30.1	The <i>Employer</i> has included Provisional Activities in the Option A – Activity Contract Pricing Schedule. These activities are identified as "Provisional "in the activity schedule and have a nominal value set at the tender stage.
Z30.2	Provisional activities contained in the Option A - Activity Contract Pricing Schedule are owned by the <i>Employer</i> and may only be used at the sole discretion of the <i>Employer</i> .
Z30.3	The <i>Contractor</i> is not entitled to payment for a Provisional Activity unless the <i>Project Manager</i> has: • approved an amount for Price adjustment for inflation, in which case such amount is offset against the Provision Activity amount for Price adjustment for inflation.
Z30.4.	If the <i>Project Manager</i> instructs the Provisional Activity it becomes part of the <i>works</i> , and the <i>Contractor</i> submits a quotation under Clause 62.1.
Z30.5	The quotation for a Provisional Activity shall include adjustments for defined cost and time impacts subject to assessment under Clause 63.
Z31	Additional clauses relating to the Shorter Schedule of Cost Components (SSCC)
Z31.1	People: Replace Sub Clause 11 of the SSCC under the People Cost Component with Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate spent on work in the contract.
Z31.2	Equipment: Replace Clause 21 of the SSCC with: Amounts for Equipment listed in the Contract Data which is not in the published list stated in the Contract Data. These amounts are the rates stated in the Contract Data multiplied by the time for which the Equipment is required.
Z31.3	Charges: Replace the first paragraph of Sub Clause 41 of the SSCC with: The proven Defined Cost to cover the costs of,

Minutes of Transnet Pipelines Tender Briefing for

TENDER NUMBER: TPL/2026/07/0460/8583/RFP**ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE WITBANK DEPOT FIRE SYSTEM UPGRADE****Date: 22 September 2026****Time: 11h00****Venue: Boardroom – Witbank Depot - Schonland Drive, Ferrobank, Witbank, Mpumalanga**Attendance: As per the briefing register attached to these minutes (**Annexure A**)**Transnet Pipelines Representatives**

Messrs:

Rory Torr	:	Senior Strategic Sourcing Manager (RT)
Sishosonke Dlamini	:	Acting Project Director (SD)
Thembelani Emanuel	:	Contracts Manager - Apologies
Samukelisiwe Qwabe	:	Senior Quantity Surveyor – online (SQ)
Thulani Manana	:	SHERQ Manager (TM)
Pieter Jacobs	:	Fire Specialist (PJ)
Blake Jones	:	Engineering Manager Grey Jones – (BJ)
Giselle Nursoo	:	Snr Supplier Development Manager (GN)
Jody Allan	:	QA/QC manager – online (JA)
Christo Du Plessis	:	TIA Manager – (CDP)
Saloshna Thaver	:	TIA Internal Controls and Assurance – Online (ST)

Discussion Point	Responsible person/ Resolution
1. <u>OPENING</u> Attendees were welcomed to the compulsory session. The agenda mentioned below was discussed: • Welcome & Safety talk • Introduction of TPL Team • Project Purpose • Scope of Services and Specifications/Annexures • Commercial - Tender Process: Tendering Procedure and clarification of Returnables • Pricing Instructions & Pricing Schedule and Contract Data • Technical Evaluation Criteria • Questions REFER TO THE TENDER BRIEFING PRESENTATION FOR MORE DETAILS (Annexure 5 of addendum #2) 2. <u>SAFETY INDUCTION</u> TM commenced with safety procedure, covering: Evacuation routes, restrictions on lift usage, assembly points, and emergency protocols..	RT TM

3. <u>Introduction of the TPL Project</u> The TPL Project team was introduced as follows: Rory Torr : Senior Strategic Sourcing Manager (RT) Sishosonke Dlamini : Acting Project Director (SD) Thembelani Emanuel : Contracts Manager - Apologies Samukelisiwe Qwabe : Senior Quantity Surveyor – online (SQ) Thulani Manana : SHERQ Manager (TM) Pieter Jacobs : Fire Specialist (PJ) Blake Jones : Engineering Manager Grey Jones – (BJ) Giselle Nursoo : Snr Supplier Development Manager (GN) Jody Allan : QA/QC manager – online (JA)	RT
4. <u>Project Purpose</u> The project is to replace and upgrade the existing fire-protection system at the operational Witbank petroleum depot, as the current system has reached the end of its useful life and is inadequate for the site's present risk profile. The new system must: • Comply with current SANS requirements and Transnet fire-protection standards. • Provide adequate protection against fire, safety and operational risks. • Be engineered, procured, constructed and commissioned while the depot remains operational, with works coordinated to avoid interruption to product receipt, storage and distribution.	BJ
5. <u>Scope of Services</u> The scope is a full EPC delivery covering detailed engineering/design, procurement, construction, installation, testing, commissioning and handover of the replacement fire-protection system. The contractor assumes responsibility for the detailed engineering and professional design, based on conceptual information supplied by the Employer. Key works include: • New fire-water storage tanks, pump house and fire pumps. • New foam systems, fire alarm and control systems. • New valve banks and associated fire-water/foam piping networks. • Fire protection modifications to the nine operational product storage tanks, including cooling systems, risers, rings, nozzles and foam-pourer arrangements. • Integration with the municipal water supply, including backflow prevention. • Temporary connections and staged changeover to maintain fire protection while the existing system remains operational. • Demolition/relocation of identified existing fire-system infrastructure, pump house, water tank, valve bank, oil stores, carports and associated concrete structures. • Final testing, commissioning, training, documentation, handover and site reinstatement. Key execution constraints: • Witbank Depot is both critical infrastructure and a Major Hazardous Installation, requiring careful control of construction activities. • Normal depot operations and maintenance continue throughout the project. • The contractor must coordinate with other contractors undertaking drainage,	BJ

cleaning, gas-freeing and inspection of the nine tanks. - Known and undocumented underground services must be located/proved before excavation. - Existing flooding and ground conditions must be incorporated into the design and construction methodology. - Front-end engineering design must be accepted and municipal plan approval obtained before site construction commences. - The new system must be commissioned and obtain the applicable Ready for Operation acceptance before the existing fire system is decommissioned/demolished. - Annexure A includes drawings provided by the Employer and Annexure B includes documents provided by the Employer. The Annexures included with the Works Information are packaged according to the groups listed within Section 6 of the Works Information, and cover the documents referenced therein. Annexure A.4.2 (Navisworks conceptual model) and Annexure B.1.2 (Surveys and Investigations – Point Cloud) were not included as downloadable documents with the tender due to file size, Bidders will be able to download from the link provided in addendum. Further appointments to be made by TPL: - Approved Inspection Authority (AIA)	BJ
6. <u>Tender Process Overview</u> <u>Document Structure</u> Part T1: Procedures & tender data Part T2: Returnables C1: Form of Offer & Contract Data C2: Pricing Data (Option A - Activity Schedule) C3: Works Information <u>Eligibility Requirements</u> Submission of all returnables Prequalification: - Attendance at this compulsory briefing as per returnable T2-01. (Mandatory). - Eligibility in terms of the Construction Industry Development Board. CIDB Registration or Application as per returnable T2.2-02 for a 9ME or higher class of construction work, are eligible to have their tenders evaluated. (Mandatory) - Registration Critical Resources as per returnable T2.2-03 (Mandatory) Pricing loaded electronically on the new e-Supplier Portal (mandatory) —Paper/PDF price is not accepted alone and may render your bid as non-compliant. Tax compliance (TCS PIN), CSD registration. <u>Electronic Submission System (e-Supplier Portal)</u> Transnet Digital Procurement System (TDPS) Supplier Relations Management (SRM) Portal video was played to the attendees. It was further advised that the video is available on the portal. Suppliers must: Register and log intent to bid. Upload all mandatory/Essential documentation. Submit electronic pricing. System allows tracking, amendments before closing, and collaboration during contracting. <u>Evaluation Methodology</u> Stage 1: Administrative responsiveness & Substantive responsiveness. Pre-Qualification: - Attendance at this compulsory briefing as per returnable T2-01. (Mandatory).	RT

9. Key Dates

Tender Closing : As per RFP (Currently 21 October 2026) at 16:00 (encouraged to submit early)

Validity Period : 12 weeks

Final Query Deadline: As per RFP (Currently 12 October 2026)

10. Governance, Communication & Clarification Rules

- All bidder queries must be submitted via the Transnet Digital Procurement System (TDPS).
- No technical questions would be formally answered verbally during the session.
- Any verbal explanations are non-binding.
- Formal responses will be:
 - Issued via TDPS
 - Shared with all bidders to ensure fairness and transparency

Direct engagement with project engineers outside SCM processes is not permitted

11. Clarifications from Q&A

Key clarifications provided during the session:

1. **Tender Programme / Activity Schedule**

The activity Schedule submitted at tender stage is intended to be a summary activity schedule for evaluation purposes.

The tender-stage activity schedule is prescribed by the employer and does not need to contain the full detailed construction activity breakdown for tender purposes.

At contract stage, the successful contractor will develop a more detailed activity schedule/programme.

The detailed activity schedule should ultimately be capable of being summarised back to and aligned with the tender-stage summary activity and associated pricing/scope items. Contractors should follow the sequence and timing requirements contained in the Works Information.

2. **Existing vs New Fire Protection System**

A significant clarification was provided regarding how construction of the new fire protection system will interface with the existing installation:

The existing fire protection system must remain operational until the new system has been installed and commissioned.

Demolition/removal of the existing system therefore cannot simply proceed before the replacement system is available.

There will be a limited interface between the existing and new systems, including temporary connections associated with the relevant piping/filling arrangements.

Once newly installed equipment is brought into service, it will require fire protection, which influences the temporary connection and construction sequence.

Much of the relevant pipework is understood to be below ground.

3. **Construction Space and Interfaces**

A bidder raised concern about whether sufficient working space would be available to construct the new system while keeping the existing system operational.

The response indicated that the design and layout have been developed to minimise interference with the existing fire system.

The existing drawings and 3D model should be reviewed to understand the relationship between the existing and proposed installations.

Transnet does not currently foresee significant workspace constraints preventing completion of the new system while maintaining the existing installation.

4. **Tank Construction / Work Sequence**

Work associated with the tanks is intended to proceed one tank at a time.

Once work on one tank is completed, activities can progress to the next tank.

Bidders should therefore ensure their tender programmes reflect the prescribed sequencing contained in the Works Information/schedule.

5. Local Authority / Planning Requirements

A question relating to local authority or planning requirements was not definitively answered during the briefing.

Bidders were advised to contact the relevant local authority planning department directly to establish the applicable requirements.

Where necessary, the matter should be escalated within the authority to obtain a definitive response.

6. Critical Infrastructure and Security Clearance

A question was raised regarding the Critical Infrastructure Protection requirements and whether engineers' security information/records would need to be submitted as part of tender evaluation.

The clarification was that Bidders should refer to the Works Information, which sets out the applicable requirements. Certain credentials referred to in the question do not appear to be required at tender stage.

However, security screening will be required.

The applicable security clearance levels and requirements are specified in the Works Information.

7. Key Performance Indicators / Contract Data

A bidder queried the apparent absence of a particular NEC-related KPI provision.

It was indicated that the referenced KPI option had not been selected for the contract.

Performance will instead be managed through other mechanisms contained within the contract.

Because this is a contractual interpretation issue, bidders were instructed to submit the question formally in writing so that it could be checked and an official response issued

12. Site visit

The Bidders and the Employer's team proceeded with a site walkaround of the Witbank depot and proceeded to show the Bidders the various operational functions of the depot and high level scope requirements for the same.

Site visit was concluded at 14h00.

The briefing primarily clarified **programme expectations, construction sequencing, maintaining the operational fire protection system during the works, site interfaces, security requirements and contract interpretation**. The strongest message was that the contractor's methodology and programme must accommodate continued operation of the existing fire protection arrangements until the new installation is commissioned, while formal tender ambiguities should be resolved through written clarifications

13. Closing

Participants were reminded to:

Ensure they sign the attendance register.

Obtain the compulsory attendance certificate.

Load all questions formally onto the e-Supplier portal

Complied By:



Rory Torr

Strategic Sourcing Specialist

Date: 29/09/2026

Compulsory Briefing Session Attendance Register

PROJECT DESCRIPTION	Tender No: TPL/2026/07/0460/8583/RFP ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE WITBANK DEPOT FIRE SYSTEM UPGRADE		BOARD ROOM NUMBER	Witbank Depot Board room	CENTRE	Transnet Pipelines Witbank Depot on Schonland Drive, Ferrobank, Witbank, Mpumalanga,	
CHAIRPERSON	RORY TORR		START DATE	22 September 2026	START TIME	11:00 AM	DURATION
							3 hrs

Attendees:

NO.	NAME & SURNAME	COMPANY NAME	CONTACT NUMBER	POSITION	EMAIL ADDRESS	SIGNATURE
01.	Blake Jones	Gray Jones	031869386	Project Director	blakej@grayjones.co.za	<i>[Signature]</i>
02.	Grisselle Nuroo	TPL	0737512973	SRD Manager	grisselle.nuroo@transnet.net	<i>[Signature]</i>
03.	Pieter Jacobs	TPL	0605835346	Fire Spec. Manager	Pieter.Jacobs@transnet.net	<i>[Signature]</i>
04.	Thabani Mawwa	TPL	0727332813	Manager: SHED	@transnet.net	<i>[Signature]</i>
05.	Sishobane-Dlamini	TPL	0605674459	PPM	@transnet.net	<i>[Signature]</i>
06.	Mwambi Thupha	LEDEBI	0614693870	Cost Engineer	mdundu.thupha@ledebi.co.za	<i>[Signature]</i>
07.	J. Luwanga	Magckan	0732659299	PM	john.douw@magckan.co.za	<i>[Signature]</i>
08.	M. Shires	Dawron	0733195063	Sales	mike@dawron.co.za	<i>[Signature]</i>
09.	Mbali Sikhosana	Rotating Equipment Asset Management	0797163871	Sales	mbali@creamengineering.co.za	<i>[Signature]</i>
10.	Kassie Scheepers	M3D Construction	0795138707	Site Agent	Tenders@mdconstruction.co.za	<i>[Signature]</i>
11.	Phumiso Mathemisa	3rd alternative	0810183932	Project Manager	info@3rdalternativegroup.co.za	<i>[Signature]</i>
12.	Walter Mayinga	Kelley/Kelley	0827920610	PM	Walt.Mayinga@gmail.com	<i>[Signature]</i>
	Andrew Smif	Cabrigan	0819412591	QS	andrews@cabrigan.co.za	<i>[Signature]</i>
	Feby Gwambi	PS MJAT	6680883826	Site Agent	psmjat@psmjat.co.za	<i>[Signature]</i>
	Thokozani Madonsda	AZRA Development CC	0871831318	Junior QS	reception@azradepositments.co.za	<i>[Signature]</i>

Transnet SOC Ltd

CONSENT TO DISCLOSE PERSONAL DETAILS IN COMPLIANCE WITH THE PROVISIONS OF PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013

By completing the register, you hereby consent that your personal details contained in the Attendance Register may be processed and further processed (incl. made available to External Parties) in compliance with the provisions of the Protection of Personal Information Act No 4 of 2013.

Tender No: TPL/2026/07/0460/8583/RFP ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE WITBANK DEPOT FIRE SYSTEM UPGRADE

NO.	NAME & SURNAME	COMPANY NAME	CONTACT NUMBER	POSITION	EMAIL ADDRESS	SIGNATURE
13.	Koali Motomelo	Amulet Group	011 2025415	Manager	info@amuletgroup.co.za	[Signature]
14.	Xolisa Thasholo	Thasholo Holdings	078 602 9957	Manager	xolisa@thasholoholdings.co.za	[Signature]
15.	Mcebiso Masilela	Nkateko group	076 2030224	Supervisor	mcebiso@nkateko.co.za	[Signature]
16.	Mokotedi Moloto	Setsumi	076 809 1934	Supervisor	mopeli@setsumi.co.za	[Signature]
17.	Shane Boney	Turbobuild	071 095 4402	Manager	shane@turbobuild.co.za	[Signature]
18.	Dieter Klesse	NPE Construction	083 631 5598	Director	dieter@npecor.co.za	[Signature]
19.	Linda Mchunzi	Thandolwethu	082 310 9462	Project Manager	thandolwethu@guail.com	[Signature]
20.	Libert Mkhunzi	SAVELVES	071 407 7970	Manager	ecolibsey@gmail.com	[Signature]
21.	ICENMETH RAYUKU	KENFOR	073 394 8982	C.G.O.	info@kenfore.co.za	[Signature]
22.	VILAKAZI LINDA	THANDOLWETHU	082 310 9462	Director	thandolwethu@gmail.com	[Signature]
23.	—	MINING AND PROTEGS	—	—	—	—
24.	THULISILE Ncube	Lesedi Ncube's	062 403 9021	BO Administrator	thulisi@ncube.co.za	[Signature]
25.	CHRISTO du Plessis	TIA	082 956 1386	MANAGER	christo@tiedebank.co.za	[Signature]
26.	Mokotedi	Tiitefo	076 520 2800	DIRECTOR	info@tiitefoenterprises.co.za	[Signature]
27.						
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Tender No: TPL/2026/07/0460/8583/REP ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE WITBANK DEPOT FIRE SYSTEM UPGRADE

NO.	NAME & SURNAME	COMPANY NAME	CONTACT NUMBER	POSITION	EMAIL ADDRESS	SIGNATURE
35.	Pierre de Bruijn	Fidelity Services	0732424411	Consultant	pierre-de-fidelity-services.co.za	
36	RAT HEMRAJ	UNABWISO	0828533167	M.D.		
37	Phashe George	CHEAPERS GMA	0714350857	Manager	rajeungendo.co.za	
38	DANUWAN MARTIN	TASH SECURITY SYSTEMS CC	0608435554	TECH	Phashegeorge2@gmail.com	
39	DANUWAN MARTIN	TASH SECURITY SYSTEMS CC	0608435554	TECH	ddminterash.co.za	
40	Angelo Coetzee	Enelad	0100300068	GC	soles@enelad.co.za	
41	Evidence Juru	Jiblikon Construct ion & Projects	(013) 150 0947	Tech	puskio@enelad.co.za	
42.	Mike Ntseu	Si Sabantu Builders	0825870160	Manager	tender@jiblikonconstruction.co.za	
43.	Morwyn Gaerden	Veriteis	0786152279	Manager	michaelw@sicabandu.com	
44.	Xolisa Thosholo	Thosholo Holdings	078 602 9957	Manager	morwyn@veriteis.co.za	
45.	Koeli Motlomelo	Amulet-Group	064 756-3309	Manager	xolisa@thoshoholdings.co.za	
46.	Koeli Motlomelo	Amulet-group	064 756-3309	Manager	koeli@amuletgroup.com	
47.						
48.	Lucky Juma	Procones	0737178058	C&I Designer	lucky.juma@procones.co.za	
49	Gift Ndleli	KEAM	0634457112	Snr Engineer	gifted065@gmail.com	
50.	Napo Mopeli	Setsumi Ho-	0768091934	Manager	nmopeli@setsumi.co.za	
51.		Holdings Pty LTD				
52.						
53.	Sazi Mbhele	Butee (Pty) Ltd	0615240674	MANAGER	eugene.sigamoney@butees.com	
54.	Singage Randani	Procones	0760359777	Fire Engineer	randani@singage@procones.co.za	
55.	ROBY TORR	TPL	0318169770	Procurement SSM	roby.torr@transnet.net	

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Tender No: TPL/2026/070460/8683/IRFP ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE WITBANK DEPOT FIRE SYSTEM UPGRADE

ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE WITBANK DEPOT FIRE SYSTEM UPGRADE

TRANSNET



COMPULSORY TENDER CLARIFICATION MEETING

DATE: 22 September 2026

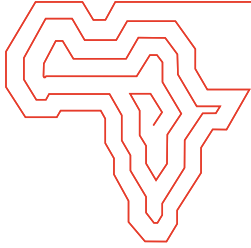
TRANSNET PIPELINES

TENDER NUMBER: TPL/2026/07/0460/8583/RFP

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Engineering, Procurement and Construction of Witbank Depot Fire upgrade - Briefing

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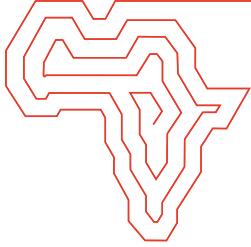


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| 02 | Introduction of TPL Team |
| 03 | Project Purpose |
| 04 | Scope of Services and Specifications/Annexures |
| 05 | Commercial - Tender Process: Tendering Procedure and clarification of Returnables |
| 06 | Pricing Instructions & Pricing Schedule and Contract Data |
| 07 | Technical Evaluation Criteria |
| 08 | Questions |
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Please note that this meeting is recorded for meeting minutes purposes

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Engineering, Procurement and Construction of Witbank Depot Fire upgrade - Briefing

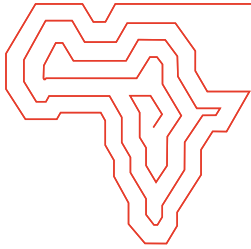


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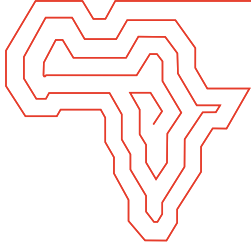
02 Introduction of TPL Team

Rory Torr	:	Senior Strategic Sourcing Manager (TPL)
Sishosonke Dlamini	:	Acting Project Director (TPL)
Thembelani Emanuel	:	Contracts Manager (TPL)
Samukelisiwe Qwabe	:	Senior Quantity Surveyor (TPL)
Thulani Manana	:	SHERQ Manager (TPL)
Pieter Jacobs	:	Fire Specialist (TPL)
Blake Jones	:	Engineering Manager (Grey Jones)
Giselle Nursoo	:	Snr Supplier Development Manager
Jody Allan	:	QA/QC manager



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Engineering, Procurement and Construction of Witbank Depot Fire upgrade - Briefing

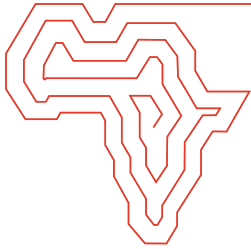


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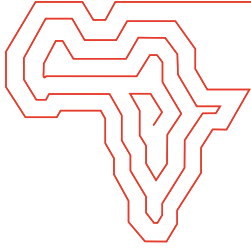
03 - PROJECT PURPOSE AND BACKGROUND

- Transnet Pipelines requires the engineering, procurement and construction of a replacement fire-protection system at the Witbank Depot, an operating petroleum receipt, storage and distribution facility.
- The existing firefighting system has reached the end of its useful life and no longer provides adequate mitigation for the current risk profile of the Site.
- The new system is to meet current SANS codes and the Employer's fire-protection standards so that the depot has sufficient capability to mitigate fire, safety and operational risk.
- The depot remains in operation throughout; the Contractor designs and constructs within that constraint and coordinates with the Employer's operations so that product handling is not interrupted.

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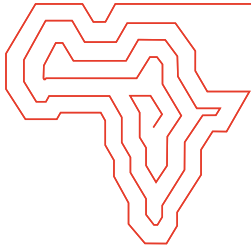
Engineering, Procurement and Construction of Witbank Depot Fire upgrade - Briefing

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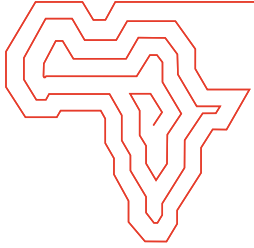


DESCRIPTION OF THE SITE

- The depot receives, stores and distributes diesel and petroleum products
- The Site is critical infrastructure under the Critical Infrastructure Protection Act 8 of 2019
- It is a Major Hazardous Installation. The MHI report is included as Annexure B.3.2
- Hazardous area classification is set out in XPS/1015/13013
- Groundwater conditions are recorded in the November 2021 monitoring report and Land Contamination Assessment within Annexure B.1.1

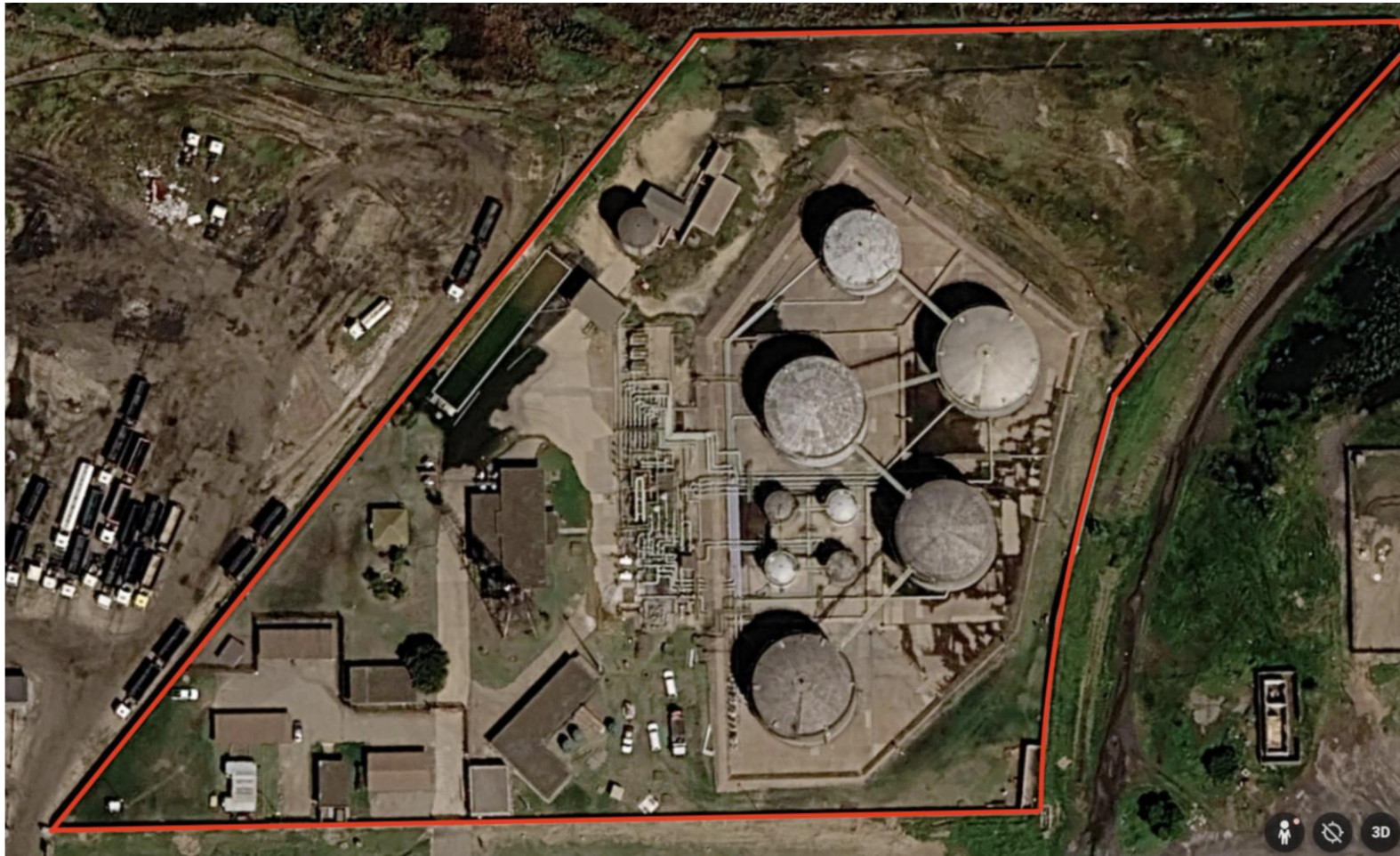
Scope of Services and Specifications/Annexures

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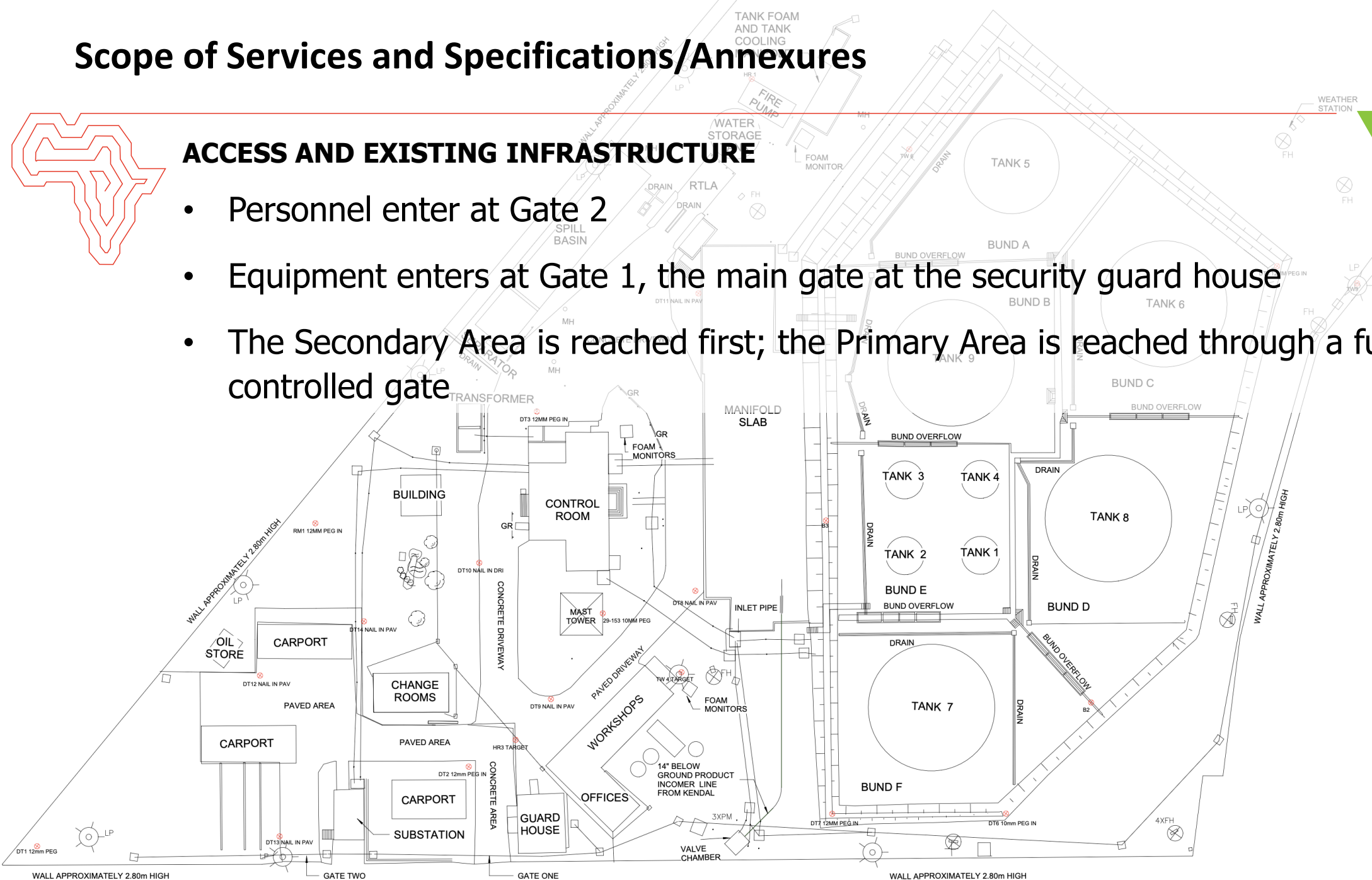


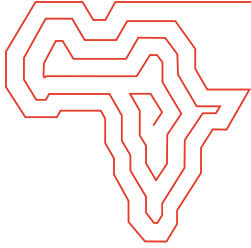
DESCRIPTION OF THE SITE

- The boundary is the red line on the aerial photograph in the Site Information (see Contract Data for working areas)



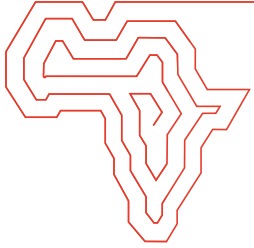
- Personnel enter at Gate 2
- Equipment enters at Gate 1, the main gate at the security guard house
- The Secondary Area is reached first; the Primary Area is reached through a further controlled gate





ACCESS AND EXISTING INFRASTRUCTURE

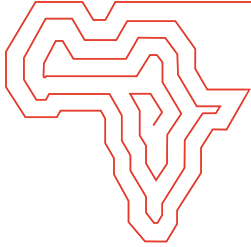
- Valve banks, the product manifold, road tanker loading, the spill basin and the nine product tanks in the common bund remain in operation
- Known underground cables, sleeves and manholes are shown on 11364-A1123 and U4027-A998
- Undocumented underground services are present
- Location and exposure of services is undertaken not less than ten working days before construction in each work area



GROUND CONDITIONS, FLOODING AND SURVEYS

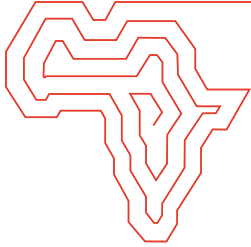
- The south-eastern corner of the Site floods in heavy rainfall because the existing stormwater outlet is inadequate
- The new pump house, water tanks, parking area and Valve Bank 1 lie in the area affected by that flooding until the outlet is upgraded
- The Contractor accounts for those conditions in the stormwater design and in construction methods





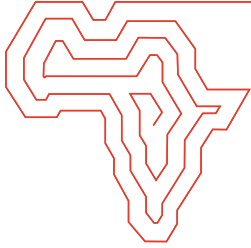
GROUND CONDITIONS, FLOODING AND SURVEYS

- Findings from a geotechnical investigation done mid-2025 can be found in Annexure B.1.1
- The Contractor verifies ground conditions and is responsible for the foundation solution
- A 2D survey, a 3D point cloud and an as-built model have been issued
- They do not remove the obligation to prove underground services before excavation



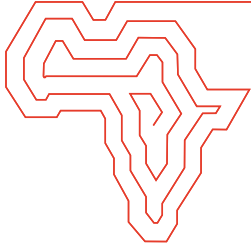
STRUCTURE OF THE WORKS INFORMATION – REVISION F

1. Abbreviations
2. Description of the works
 - a) Employer's objectives
 - b) EPC split and statutory / order of precedence
3. General obligations of the Contractor
 - a) Documentation
 - b) Design reviews
 - c) Equipment
 - d) Temporary works
4. Engineering and the Contractors Design
 - a) Engineering and design by discipline, including what the Employer issues as concept versus what the Contractor details
5. Plant, Materials Standards and Workmanship
 - a) Technical specifications and construction requirements by discipline



STRUCTURE OF THE WORKS INFORMATION – REVISION F

6. List of documents and drawings issued by the Employer
7. Programming and progress reporting
8. Management and start-up
 - a) Meetings
 - b) Document control
 - c) AIA
 - d) Key Persons
 - e) SHE
9. Construction
 - a) Access, hours, services, working with the Employer and Others
10. Quality assurance



STRUCTURE OF THE WORKS INFORMATION – REVISION F

11. Testing and Completion

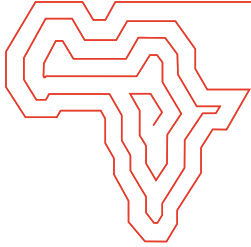
- a) Testing and commissioning
- b) Demolition of the existing system
- c) Training and Completion

12. Industrial relations

13. Invoicing and payments

Annexure A – Drawings Issued by the Employer

Annexure B – Documents Issued by the Employer



DESCRIPTION OF THE WORKS

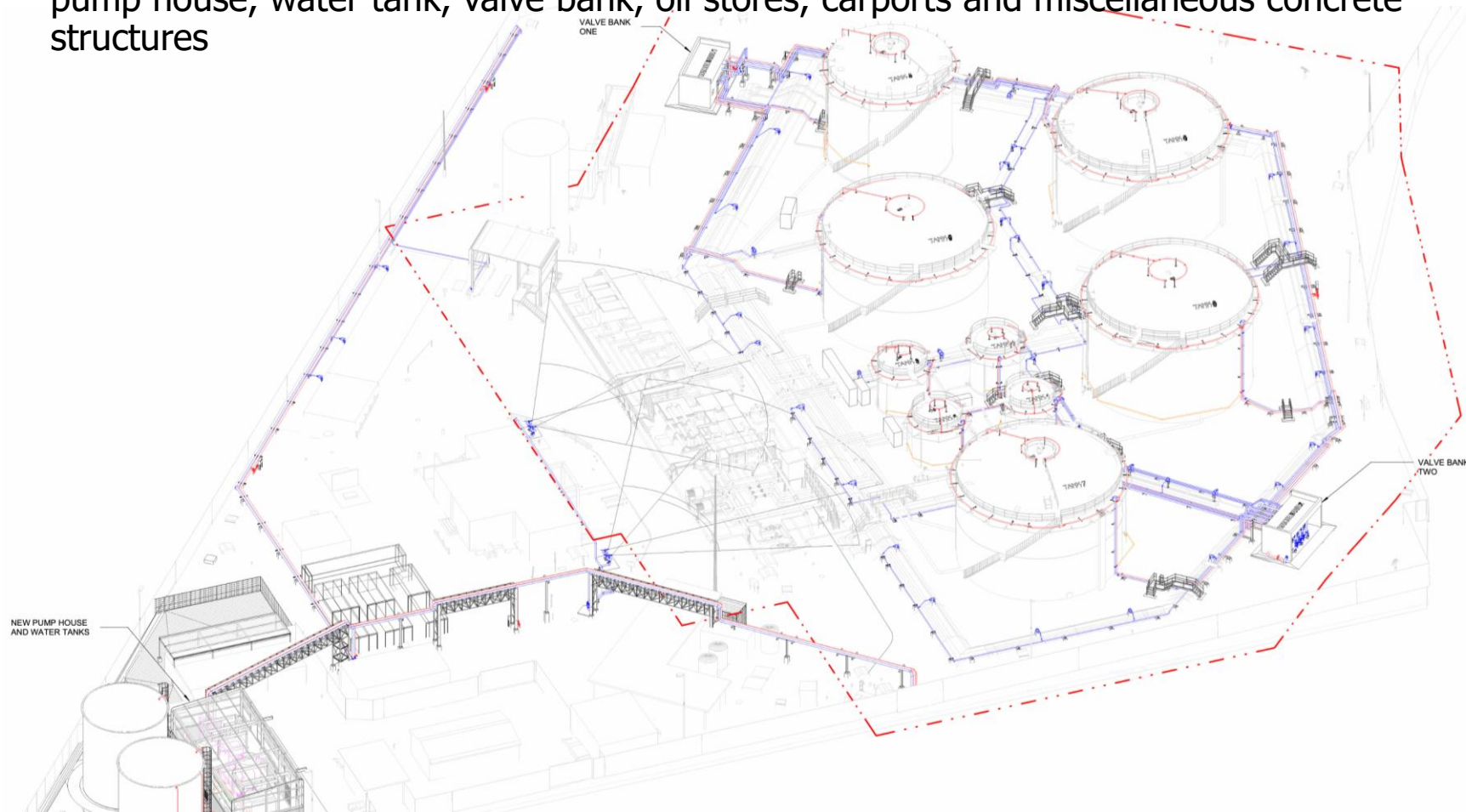
- The contract is an engineering, procurement and construction contract for replacement of the depot fire-protection system
- The works comprise detailed design, supply, installation, commissioning and handover of the new fire-protection infrastructure
- The Contractor is the principal contractor under the Construction Regulations and carries professional liability for the engineering and design
- The Employer issues conceptual design, typical details, the preliminary scenario calculation and the control documentation
- A conceptual Navisworks 3D model has been developed in conjunction with the Employers owners team and is found in 11364-A1168 (Annexure A.4.2)

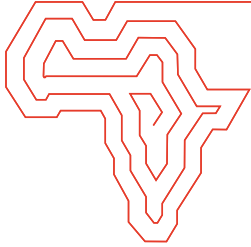
Scope of Services and Specifications/Annexures

TRANSNET

DESCRIPTION OF THE WORKS

- The infrastructure includes water storage tanks, fire pump house, fire pumps and foam systems, fire alarm and control systems, valve banks and the associated piping network
- The works include demolition and relocation of identified parts of the existing fire system, pump house, water tank, valve bank, oil stores, carports and miscellaneous concrete structures



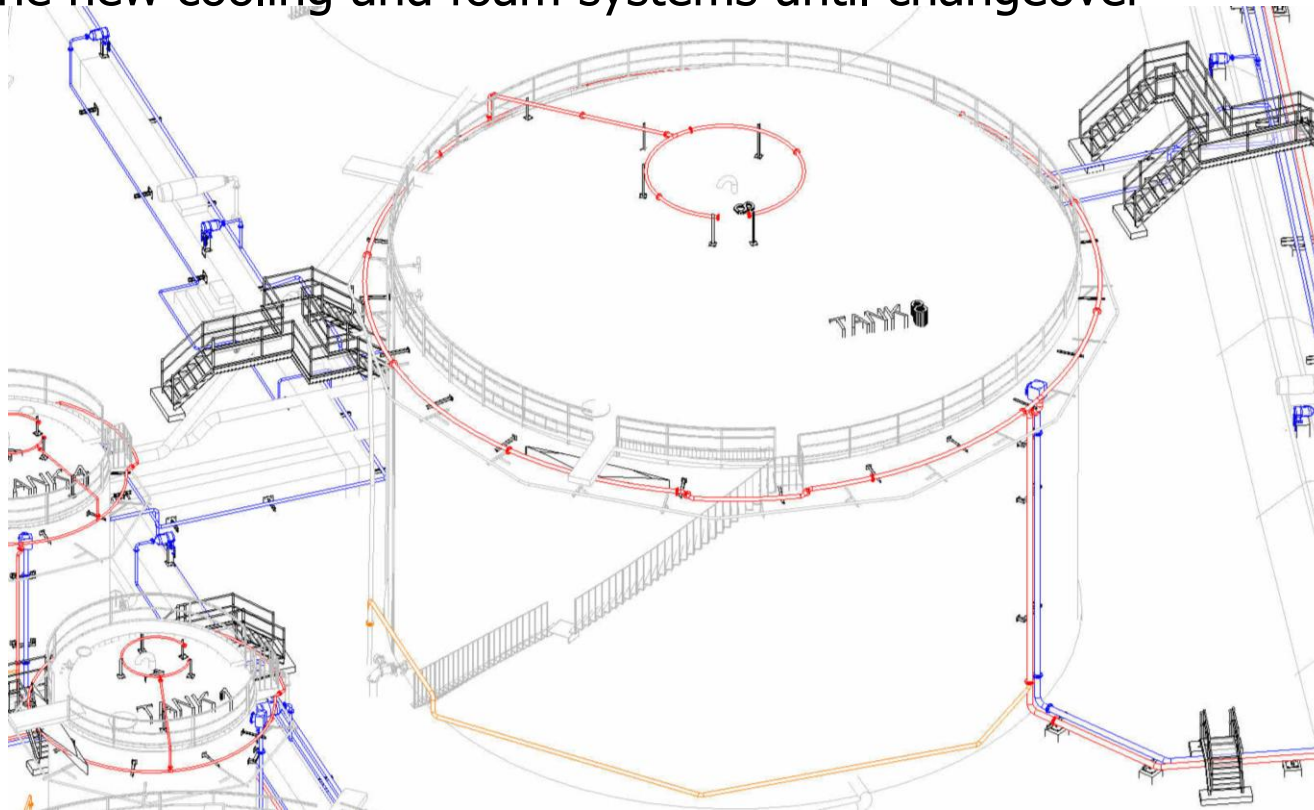


DESCRIPTION OF THE WORKS

- The Contractor develops the front-end engineering design and the detailed design, and submits both for acceptance
- Plan approval by the local authority is to be done by the Contractor and is prepared from the accepted design
- Construction on Site does not commence until municipal approval has been obtained and the front-end engineering design has been accepted

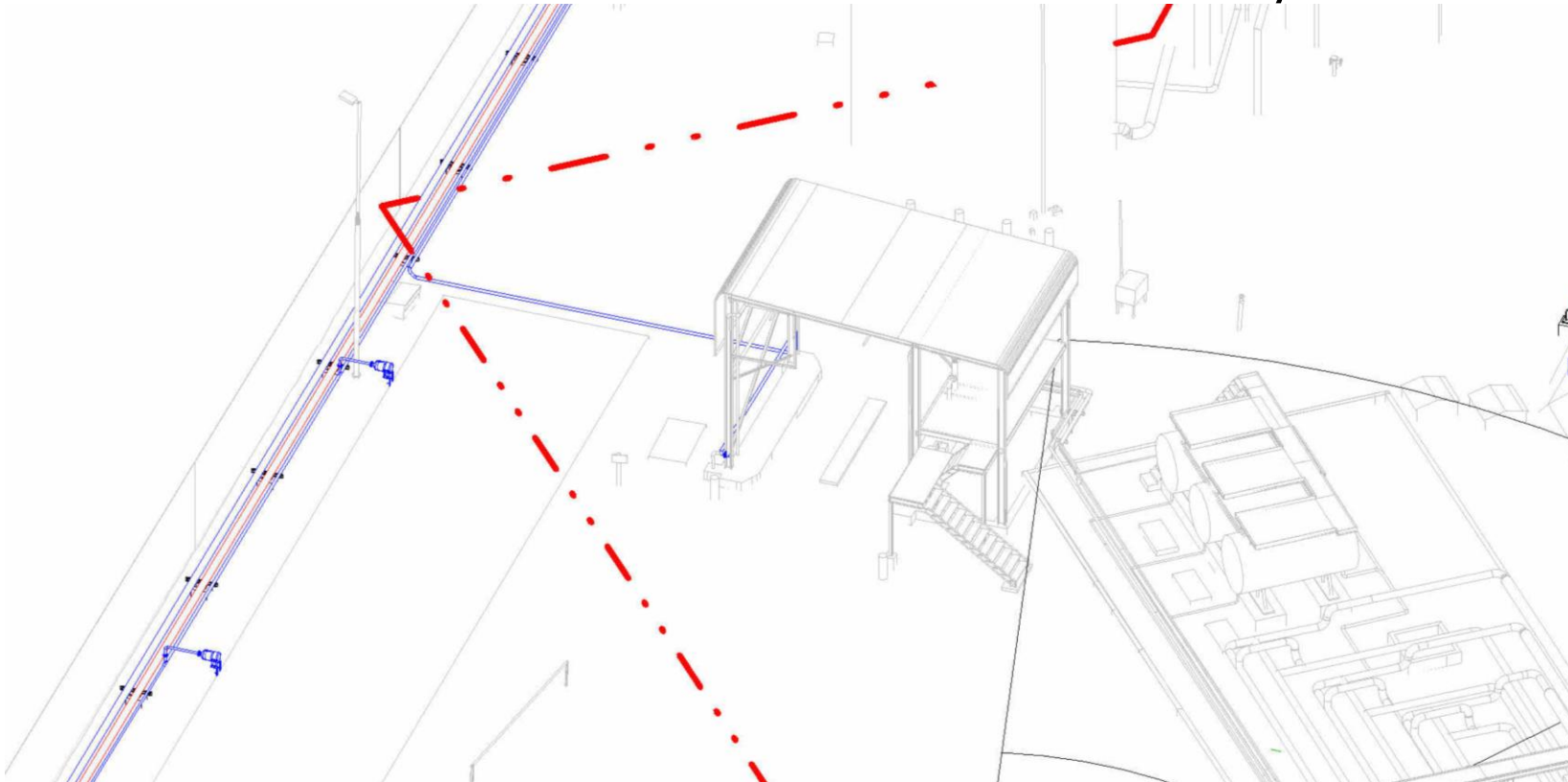
EMPLOYERS DESIGN AND CONTRACTOR INTERFACES

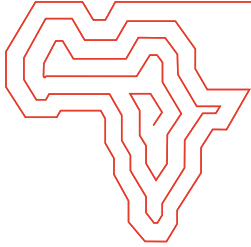
- Tank shell and roof supports and top foam pourer flanges used for cooling and foam risers are designed and installed by the Contractor in conjunction with the tank inspection and maintenance done by the Employer
- Temporary connections are required between the existing tank foam systems and the new cooling and foam systems until changeover



EMPLOYERS DESIGN AND CONTRACTOR INTERFACES

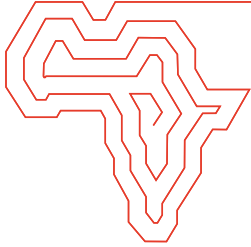
- The municipal water supply interface, including backflow prevention, forms part of the Contractor's design
- Road tanker loading re-uses the existing piping and foam deluge nozzles; the Contractor calculates the flow rate for the new system





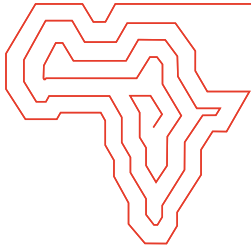
EMPLOYERS DESIGN AND CONTRACTOR INTERFACES

- A pump-house sprinkler system is not included; a connection for future installation is required
- Design reviews required on the programme can be found in Section 3.2 of the Works Information
- A 100% model review is held after commissioning and before final handover
- Document control is in accordance with 11364-A1073
- The Contractor will require access to SharePoint and Teams to transmit and receive documents, and to attend virtual meetings.



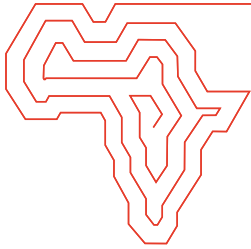
PROGRAMMING REQUIREMENTS

- The Accepted Programme is prepared in Microsoft Project 2021 or later
- It is a Level 4, discipline-level, resource-loaded programme showing critical path and logic
- A full-time Lead Planner is dedicated to the project and is based on Site during construction
- The planner has not less than ten years' experience on multi-disciplinary projects, preferably under NEC, and holds a Microsoft Project Advanced certificate



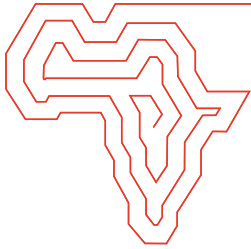
PROGRAMMING REQUIREMENTS

- Non-working periods include Public Holidays and the annual shutdown from 15 December to 15 January inclusive
- The Employer is not available during the shutdown; work in the period requires the Project Manager's prior written instruction
- An allowance of 30 calendar days is included for the Employer to obtain the construction work permit
- Two weeks are allowed for the Employer's laboratory results before spill-basin effluent is released to the municipality
- Time risk allowance of one additional working day is included for each full week of planned work in the tank bund, and is shown on the Accepted Programme
- Progress reports and an updated programme are submitted every two weeks and include a two-week look-ahead



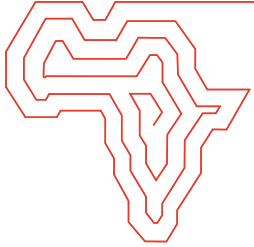
INTERFACE WITH TANK PRE-WORKS AND OTHERS

- The Employer's normal operations and maintenance continue throughout the works
- The Contractor coordinates with the Employer's contractor responsible for drainage, cleaning, gas-freeing and inspection of the nine bulk storage tanks in the bund
- The sequence and preliminary timing of the work are given on the Tank Pre-works Preliminary Programme, document 11364-A1181
- The Contractor allows for the activities and logic on 11364-A1181
- The Contractor replaces the preliminary durations for tank supports and nozzles with his own planned durations, and adjusts the preliminary start dates to suit his programme



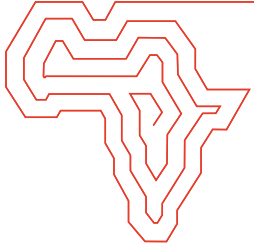
INTERFACE WITH TANK PRE-WORKS AND OTHERS

- As-built measurement, detailed design, pre-fabrication and installation of cooling-ring risers, shell cooling rings, shell nozzles, roof headers, roof rings and top foam pourer risers on each tank follow tank handover under that interface
- Electrical isolation and switching are performed by the Employer's site electrical team, in the presence of the Contractor
- The Contractor undertakes its own proving tests before and after isolation
- The depot will continue to receive product; the Contractor obtains a look-ahead of operational activities from site operations and adjusts the works accordingly



COMMISSIONING SEQUENCE AND COMPLETION

- The new foam concentrate tank is installed before the final pump-house roof structure and sheeting
- Installation of the fire-pump sets before the final roof structure is to be considered in the construction method
- The new fire system is commissioned in accordance with TPL-TECH-PL 918
- Sectional Completion of tank-related fire protection is reached when the Project Manager has accepted the Ready for Operation Certificate for the cooling riser, cooling ring, top foam pourer riser, pourer device, supports and ancillaries on the 9 product storage tanks

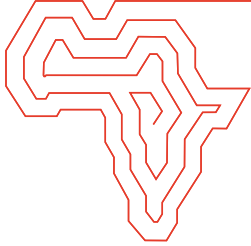


COMMISSIONING SEQUENCE AND COMPLETION

- A Ready for Operation Certificate, accepted by the Project Manager, is required before decommissioning and demolition of the existing fire system
- Sectional completion of the new fire system is achieved when the RFO certificate is signed by the Project Manager
- Completion of the whole of the works includes transfer of primary fire protection from the existing system to the new system, demolition of the existing system, and reinstatement of the Site
- Operating and maintenance manuals are accepted, and training of the Employer's operational staff is completed, before beneficial use
- The Employer arranges inspection with the local fire department

Contents

Engineering, Procurement and Construction of Witbank Depot Fire upgrade - Briefing



TRANSNET



- | | |
|----|---|
| 01 | Welcome & Safety Share |
| 02 | Introduction of TPL Team |
| 03 | Project Purpose |
| 04 | Scope of Services and Specifications/Annexures |
| 05 | Commercial - Tender Process: Tendering Procedure and clarification of Returnables |
| 06 | Pricing Instructions & Pricing Schedule and Contract Data |
| 07 | Technical Evaluation Criteria |
| 08 | Questions |
| 09 | Closing |

Please note that this meeting is recorded for meeting minutes purposes



THE TENDER DOCUMENTS ISSUED BY TPL COMPRISE OF THE FOLLOWING:

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Parts 1 & 2)
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions (Option A)
- C2.2 Summary Activity Schedule

Part C3: Works Information

- C3.1 Works Information

Part C4: Works Information

- C4.1 Site Information



1. PROPOSAL SUBMISSION

Only those tenderers who satisfy the following criteria are **eligible** to submit tenders:

- a) Submit all compulsory returnables.
- b) Submits a tendered price in the form of the Pricing Schedule.
- c) Whether any prequalification criteria have been met as follows:
 - Attendance of Compulsory Tender Clarification Meeting as per returnable T2.2-01
 - Construction Industry Development Regulations, designation of 9ME class of construction work as per returnable T2.2-02
 - Registration for critical resources as per returnable T2.2-03

2. The Tenderer is also required to submit with his tender:

- a) Tenderers to provide Transnet with a TCS PIN to verify Tenderer SARS Tax compliance status;
- b) A valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender for CSDG points allocation;
- c) Proof of registration on the Central Supplier Database;
- d) 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 the List of Returnable Documents

Engineering, Procurement and Construction of Witbank Depot Fire upgrade - Briefing – New Electronic Submission Procedures



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.

SUBMITTING YOUR BID

- Log on to the Transnet eSupplier website/Portal (<https://esupplierportal.transnet.net/portal/>) ;
- Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR; to sign in if already registered;
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.**
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net



Considerations

- Time your submissions so that if there are any issues, there is time to escalate & resolve
- Nobody has access to the bids until after the bid has closed
- There is no physical tender box.
- Should you experience challenges with the system, urgently contact: rory.torr@transnet.net

Engineering, Procurement and Construction of Witbank Depot Fire upgrade – Communication



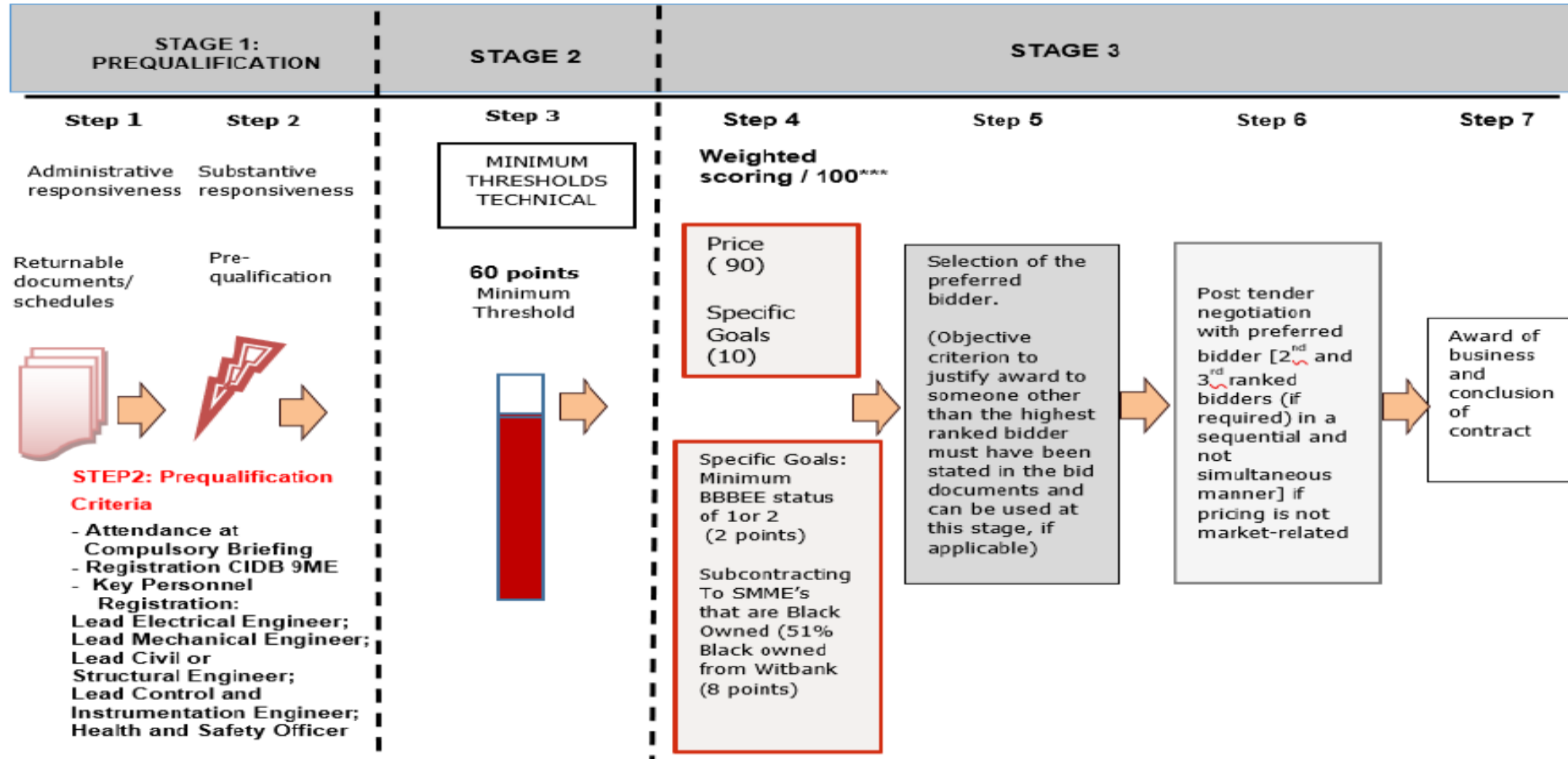
- Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- For specific queries relating to this RFP should be submitted onto the system and to rory.torr@transnet.net Before 12:00 pm on 12 October 2026.
- In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- After the closing date of the RFP, a Respondent may only communicate with (Rory Torr), at telephone number (+27 31 8169770), email rory.torr@transnet.net on any matter relating to its RFP Proposal. Respondents are to note that changes to its submission will not be considered after the closing date.

Respondent found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

Procurement and Evaluation Methodology



TPL will use the following methodology and criteria to select a preferred bidder



Procurement and Evaluation Methodology



TPL will use the following methodology and criteria to select a preferred bidder

RFP EVALUATION METHODOLOGY

Step 1 – Test for Administrative Responsiveness

Step 2 - Test for Substantive Responsiveness

The following pre-qualification criteria has been included in the RFP:

- Attendance of Compulsory Tender Clarification Meeting as per returnable T2.2-01
- Construction Industry Development Regulations, designation of 9ME class of construction work as per returnable T2.2-02
- Registration for critical resources as per returnable T2.2-03



RFP EVALUATION METHODOLOGY

Technical Pre-qualification criteria for Registration Critical Resources (as per returnable T2.2-03)

Position	Required Registration	Documents submitted with Professional Registration number for verification Yes/No
Lead Electrical Engineer	Pr.Eng. registered with ECSA (Electrical Engineering discipline)	
Lead Mechanical Engineer	Pr.Eng. registered with ECSA (Mechanical Engineering discipline)	
Lead Civil or Structural Engineer	Pr.Eng. registered with ECSA (Civil or Structural Engineering discipline)	
Lead Control and Instrumentation Engineer	Pr.Eng. registered with ECSA (Electronic/Electrical Engineering discipline)	
Health and Safety Officer	Valid SACPCMP registration as Construction Health & Safety Officer	

Step Three: Technical/ Functional Evaluation

The minimum number of evaluation points for Technical/Functional Evaluation is a Total score of 60



RFP EVALUATION METHODOLOGY

Step 4 – Commercial Evaluation

Evaluation Criteria		Final Weighted Scores
Price		90
Specific goals - Scorecard	B-BBEE Status Level of Contributor 1 or 2	2
	Sub-contracting to SMMEs that are Black Owned (51% Black Owned) from Witbank	8
TOTAL SCORE:		100



Specific Goals

- High Value Project – Evaluation Methodology is 90/10 evaluation criteria; 10 points for specific goals – 2 specific goals

Specific Goals		Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2		2
Sub-contracting from Witbank		
Sub-contracting for TPPP to SMMEs that are BO (51% BO) from Witbank		8
Areas of the work that could be sub-contracted / List of categories of works	% of estimated contract value	<i>(Points will be awarded as follows 4 points if 2 areas of sub-contracting (from Witbank) are committed to and 8 points if all 4 areas of sub-contracting (from Witbank) are committed to</i>
Civil Works (Earthworks, Excavations)	8%	
Structural Steel works (Pipe supports, and general building steel works)	9,3%	
Demolitions of existing fire systems	1,7%	
Site clearing	0,3%	

BBBEE Guidelines

- Must have a valid SANAS accredited BBBEE certificate
- Valid – not expired at tender closing date
- If expired at tender closing date the certificate is deemed non-compliant resulting in a score of zero for BBBEE
- BBBEE levels of 3 and above will be scored a zero
- The BBBEE certificate submitted for specific goals must be that of the bidding party, if bidding as a JV, the JV will need a BBBEE certificate
- Refer DTIC guidelines for more information

Specific Goals_BBEE__Sub-Contracting CSDG_Job Creation



Sub-contracting

Specific Goals		Number of points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2		2
Sub-contracting from Witbank		
Sub-contracting for TPPP to SMMEs that are BO (51% BO) from Witbank		8
Areas of the work that could be sub-contracted / List of categories of works	% of estimated contract value	<i>(Points will be awarded as follows 4 points if 2 areas of sub-contracting (from Witbank) are committed to and 8 points if all 4 areas of sub-contracting (from Witbank) are committed to</i>
Civil Works (Earthworks, Excavations)	8%	
Structural Steel works (Pipe supports, and general building steel works)	9,3%	
Demolitions of existing fire systems	1,7%	
Site clearing	0,3%	

Sub-Contracting

- The promotion of supplier development through sub-contracting for a minimum of 19.3 % of the value of the contract to South African Companies which are EMEs and/or QSEs who are 51% black-owned
- Points will be allocated as follows if 2 areas of subcontracting are committed to 4 points will be allocated if all 4 areas as identified are committed to within the defined percentages 8 points will be allocated
- If 1 area of sub-contracting is committed to 0 points will be allocated
- If 3 areas of sub-contracting are committed to then 4 points will be allocated

Evidence Required

- Sub-contracting agreements / Declaration Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit of the sub-contracted entities
- CIP - Registered address of entity (proof of address)
- Information regarding the BBEE affidavit/certificate requirements for BO EMEs and or QSEs are detailed in the RFP



RFP EVALUATION METHODOLOGY

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
The promotion of supplier development through sub-contracting for a minimum of 19.3 % of the value of the contract to South African Companies which are: I. EMEs and/or QSEs who are 51% black-owned	Sub-contracting agreements / Declaration Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit of the sub-contracted entities.
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIP - Registered address of entity

Specific Goals_BBEE__Sub-Contracting CSDG_Job Creation



Sub-contracting – Z Clauses

Z29 in the RFP

Some of the clauses:

Z29.1 The Contractor shall develop and present for acceptance to the Project Manager in writing

within 30 (thirty) calendar days from the Contract Date, detailed sub-contracting agreement/s

that clearly defines:

- the work that will be sub contracted (as per bid);
- the value of the contract that will be sub contracted (as per bid) ;
- the expected time lines that the sub contractor/s will execute the work;
- the expected timelines of payment to the sub contractor/s;
- BBEE affidavit/s of the sub contractor/s must be provided;
- Proof of ownership of the sub contractor/s must be provided;
- Financial statements of the sub contractor must be provided;
- Proof of geographical business location and ownership of the sub-contractor (must be from Witbank)

Z29 in the

Z29.4 It is the responsibility of the Contractor to notify the Employer of any changes to the subcontractor/s or changes to the sub-contracting agreement.

Z29.5 The Contractor must provide proof of payments made to the sub-contractor in line with the payment timelines as defined in Z29.2 to the Employer.

Z29.6 The Employer has the right to withhold payment in respect of the main offer, should the contractor default on the implementation of the sub-contracting agreement. In such an instance the value of the payment withheld, shall be no less than the value of the sub contracting requirement in terms of which non-performance has occurred.

Z29.7 The contract will be conditional on the sub-contracting requirement being met as the bidder has

committed to in the RFP. Therefore, failure to submit or thereafter to agree to the sub

contracting requirements (ref Z29.2) within the stipulated timelines may results in contractual

penalties being imposed.

Z29.8 The Employer has the right to terminate the contract should the Contractor default on the sub-contracting



CSDG

Qualifying CSDG Project – Refer to Legislation Reference – **Standard for Developing Skills Through Infrastructure Contracts as gazette on 31 March 26**

Z20.1 It is a material condition of the Contract that the Contractor meet the required CSDG goals.

Z20.2 Compliance with requirements

The Contractor shall:

a) within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged.

b) at intervals not exceeding three (3) months, submit to the employer's representative interim contract compliance training reports; and

c) shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the Employer's representative a final contract compliance training report.

Z20.3 The Contractor ensures that all CSDG goals and compliance requirements are satisfied..

Z20.4 The Contractor notifies the Project Manager of any changes to the approved CSDG plan due to

delays beyond the Contractor's control and compensation events. The Contractor does not

change the CSDG goals without the Project Manager's written approval.

Z20.5 If at any time the Project Manager decides that the Contractor is not maintaining the achieving

the CSDG goals at the required rate, the Project Manager may reduce any amount that is due

or may become due to the Contractor by an amount of R100,000 for every CSDG that the

Contractor failed to achieve until the required CSDG is achieved. Such withholding of payment

will not entitle the Contractor to interest for late payment.

Z20.6 If it becomes evident to the Project Manager that the Contractor will fail to meet the full CSDG

goals, this breach of the Contract will constitute a reason for termination of the Contract.

Specific Goals_BBEE__Sub-Contracting CSDG_Job Creation

Job Creation

T2.2-19: Job-Creation Schedule

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these **job creation** objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the Project Managers terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by Employer.

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs created
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			

Job Creation Clauses

Any commitments made as per the job creation returnable at tender submission will constitute a binding agreement throughout the duration of the Contract until Completion, if not, it will be deemed that the Contractor has failed in full to meet this specific material term of the Contract, which after due process has been followed will constitute a reason for termination.

- The Contractor shall provide to the Employer, on a monthly basis or upon receiving an instruction to do so by the Project Manager, any documentation and/or evidence required by the Employer, which in the Employer's opinion, would be necessary to verify whether the Contractor has maintained the job-creation undertaking as stipulated in Returnable . The Contractor shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.
- If at any time the Project Manager decides that the Contractor is not maintaining the required rate of job creation, the Project Manager may reduce any amount that is due or may become due to the Contractor by an amount of R100,000 for every new job that the Contractor failed to create, until the required rate of job creation is achieved. Such withholding of payment will not entitle the Contractor to interest for late payment

RFP EVALUATION METHODOLOGY

Step 5 – Objective Criteria (if applicable)

Transnet reserves the right to award the contract to the highest scoring bidder, unless objective criteria justify an award to another bidder in accordance with applicable legislation and procurement prescripts.

Where applicable, Transnet may apply the following objective criteria after completion of all bid evaluation processes and prior to contract award:

Due Diligence

Transnet will conduct a due diligence assessment on the preferred bidder(s) to verify the accuracy, completeness, and validity of information submitted in the bid, including but not limited to the following aspects:

- integrity, ethics, and reputational standing;
- corporate governance, ownership, and control structures;
- financial standing, sustainability, and solvency;



RFP EVALUATION METHODOLOGY

Step 5 – Objective Criteria (if applicable) contd.

- legal, statutory, and regulatory compliance;
- declared and potential conflicts of interest

Should the due diligence process identify any material misrepresentation, non-disclosure, conflict of interest, legal incapacity, or adverse finding that renders the bidder non-compliant, ineligible, or incapable of performing the contract or any other related negative report against the bidder, Transnet reserves the right to reject the bid and may consider the next highest-ranked responsive and compliant bidder.

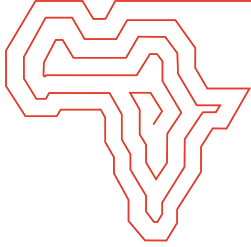
Due diligence outcomes will not be used as scoring criteria, nor will they result in a re-evaluation of price, functionality, or preference points.

Step 6 –Post Tender Negotiations

Step 7 – Award of business and conclusion of contract

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Activity Schedule Pricing Structure:

C2.1 Pricing Instructions: Option A

- The Contractor's detailed Activity Schedule summates back to the Summary 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.
- The Shorter Schedule of Cost Components for people, equipment and preliminary & general as appended in Annexures A B & C respectively includes the cost components comprising of various hourly staff, labour and equipment rates, to be utilised in the event of a change in scope / compensation event.
- Provisional sums are included for the provisional sum included in the Activity Schedule for escalation is an allowance only. The provisional sum shall be utilised only to the extent required to accommodate the Contract Price Adjustment calculated in accordance with the Contract.
- The Contractor shall include a 0.25% allowance in the total price for attainment of the Contract Skills Development Goals (CSDG).



Activity Schedule Pricing Structure:

- C2.2 Table 1 : Summary Activity Schedule
- C2.3 Annexure A : People Rates for the Shorter Schedule of Cost Components
- C2.4 Annexure B : Equipment Rates for the Shorter Schedule of Cost Components
- C2.5 Annexure C : Preliminary and General Item Rates for the Shorter Schedule of Cost Components

Provisional Sums/Activities

Provide an amount of R21 000 000.00 (Twenty One Million Rand) for Cost Price Adjustment R21 000 000,00

Activity Schedule



Summary / Main Offer

	SUB-TOTAL 1	
	Contract Skills Development Goal (0,25% of the Sub-Total)	
	SUB-TOTAL 2	
	Provide an amount of R21 000 000.00 (Twenty One Million Rand) for Cost Price Adjustment	R21 000 000,00
	CARRIED TO FORM OF OFFER	
	VAT @ 15%	
	GRAND TOTAL CARRIED TO FORM OF OFFER	



Provisional Sums/Activities

Provisional Sums/activities have been allowed within the activity schedule to be utilised at the discretion of the Employer.

The tenderer is not entitled to payment associated with Provisional Sums unless the Employer explicitly instructs the Contractor that a Provisional Sum has become part of the Works as per clause Z30 Net Sum/Provisional Activities in the Activity Schedule of the Contract

Contract Skills Development Goals (CSDG)

- 0.25% of the sub-total of the tender amount (excl VAT and before allowances)
- Escalation Provision: R 21 000 000

The Employer has included an allowance for escalation fluctuations. This allowance is indicated to all tenderers. Tenderers should note that they are not required to make provisions for additional payment items related to price escalations.

The allowance will be drawn down against this provision by the Employer during the execution of the project when escalation is applicable as per the contract.



Conditions of contract-NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013) Main option-A (Priced contract with activity schedule)

Dispute resolution Option: W1 Core clause (1-9)

Secondary Options:

- X1: Price adjustments for inflation
- X2: Changes in the law
- X5: Sectional completions
- X7: Delay damages
- X13: Performance Bond
- X16: Retention
- X18: Limitation of liability

Additional conditions of contract z-clauses

- Z1 - Z31

11.2(3)	The completion date for the whole of the works is	Twenty four (24) Months from contract award
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**CLOSING DATE AND TIME:
WEDNESDAY, 21 OCTOBER 2026
at 16H00**

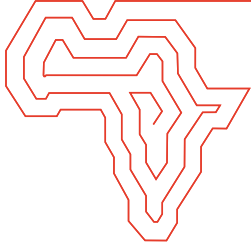
**NO EXTENSIONS TO THIS DATE WILL BE ENTERTAINED WITHOUT GOOD CAUSE
SHOWN**



Tender offer validity period of 12 weeks after the closing date

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Engineering, Procurement and Construction of Witbank Depot Fire upgrade– Technical Evaluation Criteria



THE OBJECTIVE OF THIS PHASE OF EVALUATION IS TO ESTABLISH WHETHER THE BIDDER HAS THE REQUISITE SKILLS, EXPERIENCE AND EXPERTISE TO DELIVER THE PRESCRIBED SERVICE

- Failure to provide supporting documentation to support an assertion will result in a score of 0 being awarded for that particular criterion
- Failure to achieve a minimum score of 60 points (out of 100) will result in disqualification

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-04 Management and CV's	Project Manager	3	15
	Construction Manager	3	
	Quality Control Manager	3	
	Lead Mechanical Engineer	3	
	Lead Planner	3	
T2.2-05 Company's Previous Experience	Tenderer's are required to display experience in fabrication, construction and installation of piping systems in petrochemical process plants within the past 15 years that meet or exceed a present day value of R80 million (ex. VAT).		25

Engineering, Procurement and Construction of Witbank Depot Fire upgrade– Technical Evaluation Criteria



THE OBJECTIVE OF THIS PHASE OF EVALUATION IS TO ESTABLISH WHETHER THE BIDDER HAS THE REQUISITE SKILLS, EXPERIENCE AND EXPERTISE TO DELIVER THE PRESCRIBED SERVICE

T2.2-06 Programme	Duration (overall project)	15	25
	Format & Visibility Requirements	10	
T2.2-07 Project Execution Strategy	The Project Execution Strategy should cover:		15
	1.Detailed Installation and Construction Methodology		
	2.Overall Construction Sequencing and Phasing Strategy		
	3.Engineering, Design Review, and Quality Assurance		
	4.Testing, Commissioning, Handover, and Close-Out		
	5. Programme, Risk Management, and Controls		
	6. Pre-fabrication, Modularisation and Off-Site Works Strategy		
	7. Understanding of the Works and Site Constraints		
	8. Safety, Health, Environmental and Operational Interface Management		

Engineering, Procurement and Construction of Witbank Depot Fire upgrade– Technical Evaluation Criteria

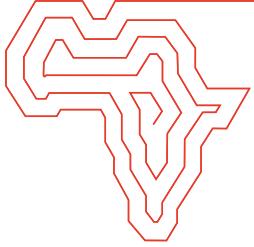


THE OBJECTIVE OF THIS PHASE OF EVALUATION IS TO ESTABLISH WHETHER THE BIDDER HAS THE REQUISITE SKILLS, EXPERIENCE AND EXPERTISE TO DELIVER THE PRESCRIBED SERVICE

T2.2-08 Health and Safety Requirements	SHE Policy	2	10
	Roles & responsibilities of legal appointees	3	
	Task Risk Assessment	3	
	Health and Safety Questionnaire	2	
T2.2-09 Project Specific Organisational Chart	Organogram Completeness & Package Coverage (15 packages)		10
	The Tenderer must submit a high-level Project Specific Organisational Structure organogram showing the contractual and management relationship between the Main Contractor, all proposed subcontractors, key suppliers and specialists for the successful execution of the EPC Works Experience (shown on organogram)		
Maximum possible score for Functionality			100

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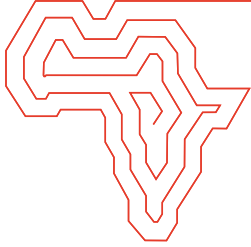
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Questions?

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Thank you

