



an Operating Division TRANSNET SOC LTD

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFP)

FOR THE: SUPPLY OF SOURCING OF THE SERVICE PROVIDER TO ENCASE THE GAS-PIPELINE AND REHABILITATE THE SERVITUDE AT SPRINGFIELD AT TRANSNET PIPELINES FOR SIX MONTHS PERIOD.

RFP NUMBER : TPL/2025/01/0004/85828/RFP

ISSUE DATE : 31 October 2025

SITE BRIEFING DATE : 10 November 2025
CLOSING DATE : 28 November 2025

CLOSING TIME : 12h00pm

TENDER VALIDITY PERIOD : 12 weeks from closing date

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude



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Number Heading

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C3.1 Service Information





SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

companies, close corpo	prations or enterprises [nereinafter referred to as a Tenderer].			
DESCRIPTION	The Supply of Sourcing of the Service Provider to Encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield at Transnet Pipelines for a			
	Three months Period.			
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.			
COMPULSORY TENDER CLARIFICATION MEETING WITH SITE VISIT				
	Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender, as proof of attendance is required for a compulsory site visit.			
	Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification with Site Visit Meeting to be signed by the <i>Employer's</i> Representative.			

Term Service Contract CPM 2020 Rev 05

Requisition Number: TPL/2025/01/0003/85828/RFP

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude

Springfield at Transnet Pipelines for six months period.



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SPECIFIC QUERIES	For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Khulakahle Mthethwa] before 12:00 pm on 26 November 2025, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal.	16
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CLOSING DATE

12:00pm on (28 November 2025)
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

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

3. CONFIDENTIALITY

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

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitud

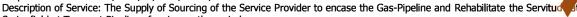


4. **DISCLAIMERS**

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:

- Award the business to the highest scoring Tenderer/s unless objective criteria justify 4.1. the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender.
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable.
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- Transnet reserves the right to exclude any Tenderers from the tender process who has 4.11. 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 [Breach of Law] whether or not they have been found quilty of a serious breach of law during the past 5 [five] years.

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Springfield at Transnet Pipelines for six months period.

- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - unduly high or unduly low tendered rates or amounts in the tender offer;
 - contract data of contract provided by the tenderer; or
 - the contents of the tender returnables which are to be included in the contract.
- **5.** Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

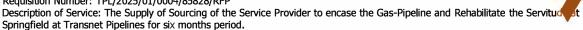
6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number	and Unique registration reference
number(Tende	· 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

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

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

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

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

Clause		Data
C.1.1	The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the Emp	ployer comprise:
	Part T: The Tender	
	Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
	Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract	
	Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
	Part C2: Pricing data	C2.1 Pricing instructions: Option B C2.2 Bill of Quantities
C.1.4	The Employer's agent is:	Procurement Officer

Requisition Number: TPL/2025/01/0004/85828/RFP

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitud

Springfield at Transnet Pipelines for six months period.

Name: Khulakahle Mthethwa

Address: 202 Anton Lembede Street, Durban 4001

Tel No. 031-361 1594

E – mail Khulakahle.mthethwa@transnet.net

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

1. Stage One - Eligibility with regards to attendance at the compulsory Tender Clarification with Site Visit Meeting:

An authorized 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

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

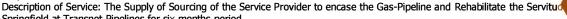
2. Stage Two - Eligibility in terms of the Construction Industry Development Board:

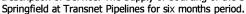
- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 3CE 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:

- 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 3CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- 4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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





C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The Employer's details and identification details that are to be shown on each tender

C2.15.1 offer package are as follows:

> Identification details: The tender documents must be uploaded with:

> > Name of Tenderer: (insert company name)

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Contact person and details: (insert details)

The Tender Number:

The Tender Description

Documents must be marked for the attention of: **Employer's Agent: Khulakahle Mthethwa**

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

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

12:00pm on the 28 November 2025

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

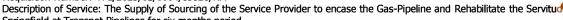
- The tender offer validity period is **12 weeks** after the closing date. Tenderers are to C.2.16note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
- C.2.23 The tenderer is required to submit with his tender:
 - 1. Tenderers to provide Transnet with a TCS PIN to verify Tenderers compliance status.
 - 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
 - 3. A valid CIDB certificate in the correct designated grading;
 - 4. Proof of registration on the Central Supplier Database;
 - 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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register

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Springfield at Transnet Pipelines for six months period.

of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

- 2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
- 3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
- 4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are objective criteria which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia:

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.
- C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).



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Springfield at Transnet Pipelines for six months period.

T2.1 List of Returnable Documents

2.1.1 These schedules are required for Pre-Qualification and Eligibility Purposes:

- T2.2-01 **Stage One as per PPPFA:** Pre-qualification Criteria Schedule Attendance of Site Briefing
- T2.2-02 **Stage Two as per CIDB:** Eligibility Criteria Schedule CIDB Registration
- **T2.2-03** Stage Three as per Compulsory Returnable: Eligibility Criteria

Schedule – Proof of Registration/Certifications/Qualifications:

T2.2-03A1 - **Construction Manager** - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CPM/or Pr. CM.

T2.2-03A2- **Construction Health & Safety officer** - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

2.1.2 These schedules will be utilized for evaluation purposes: Functionality.

- T2.2-04 Evaluation Schedule: Method Statement
- T2.2-05 Evaluation Schedule: Previous Experience
- T2.2-06 Evaluation Schedule: Programme
- T2.2-07 Evaluation Schedule: Project Organogram

2.1.3 Returnable Schedules: General:

- T2.2-08 Authority to submit tender.
- T2.2-09 Capacity and Ability to meet delivery schedules.
- T2.2-10 Record of addenda to tender documents.
- T2.2-11 Letter of Good Standing
- T2.2-12 Schedule of proposed Subcontractors (if subcontract in terms of PPPFA is not prequalification)



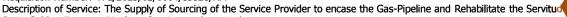


Agreement and Commitment by Tenderer:

- T2.2-13: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-14 Non-Disclosure Agreement
- T2.2-15 RFP Declaration Form
- T2.2-16 RFP Breach of Law
- T2.2-17 Certificate of Acquaintance with Tender Document
- T2.2-18 Service Provider Integrity Pact
- T2.2-19 Supplier Code of Conduct
- T2.2-20 Agreement in terms of Protection of Personal Information Act (POPIA)
- T2.2-21 Insurance provided by the *Contractor*
- 2.2 C1.1 Offer portion of Form of Offer & Acceptance
- 2.3 C1.2 Contract Data
- 2.4 C2.1 Pricing Instructions Price List
- 2.5 C2.2 Price List

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T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance of Compulsory Tender

Clarification with Site Visit Meeting.

This is to certify th	at		
			(Company Name)
Represented			(Name and
by:			Surname)
Was represent	ed at the compulsory tender clarification meetin	ng	
Held at:	A Compulsory Tender Clarification with Si Landfill Site Dulham Road, Sprin 11:00am [110'clock] for a period provide own transportation and accomm	gfield on the 10 Nove l of \pm 2 (two) hours.	mber 2025, at
On (date)		Starting time:	
Particulars	of person(s) attending the meeting:		
Name			Signature
Capacity	-		

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Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude



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Springfield at Transnet Pipelines for six months period.

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

Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

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

4. Joint Venture (JV)

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

- 5. every member of the joint venture is registered with the CIDB;
- 6. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- 7. 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 3CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- 8. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
- 9. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.



T2.2-03 -Eligibility Criteria- Proof of

Registration/Certifications/Qualifications

A1: Construction Manager - Valid Professional Registration with South African Council

for Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

A2- Construction Health & Safety officer - Valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

Submit the following South African Council for Project and Construction Management (SACPCMP) Certificates as a Pre-Qualification for a full tender document technical evaluation: The Certificates is for Construction Manager and Construction Health & Safety officer only.

NB: Should the below mentioned SACPCMP Certificates are not submitted, the Tenderers will be disqualified for further evaluations.

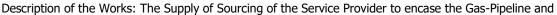
Construction Manager

> Construction Manager should at least have a relevant qualification in Construction Management/ or Civil Engineering and have valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CM. The Construction Manager must have construction industry experience (specifically on bulk earthworks, precast concrete & gabions) and working on project(s) of similar nature.

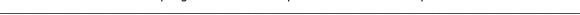
Construction Health & Safety officer

> Construction Health & Safety Officer should at least have a relevant qualification in Safety Management and have valid professional registration with South African Council for Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

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Rehabilitate the Servitude at Springfield at Transnet Pipelines for three months period.



T2.2-04: Evaluation Schedule: Method Statement

The tenderers must sufficiently demonstrate the methodology that will be employed to cover the scope of the project and outlines the proposed approach.

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The Method Statement should cover:

1. Execution of Works

Provide a step-by-step construction methodology covering:

- Bulk earthworks (excavation, backfilling, compaction, testing, and spoil disposal)
- Installation of pre-cast concrete base slabs and portal culverts, including joint and eye hole sealing
- Construction of gabion baskets and geocell systems with geotextile bedding

2. Project Team Structure

Detail the roles, responsibilities, and authority of key on-site personnel, emphasizing their contribution to quality, safety, and execution.

3. Plant and Equipment Utilization

List and justify the machinery and equipment to be used, demonstrating suitability for site conditions and compliance with safety, environmental, and quality standards.

4. Risk Identification and Mitigation

Identify specific construction risks and outline mitigation and contingency strategies to prevent disruptions and hazards.

5. Environmental Protection Measures

Describe potential environmental impacts and propose measures to manage dust, noise, water runoff, and protect sensitive areas.

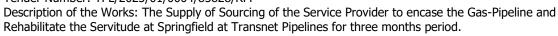
Tenderers to note that the Method Statement should not be more than 15 pages.

Index of documentation attached to this schedule.

	DOCUMENT NAME
1	
2	
3	
4	
5	

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Page 1 of 3 T2.2-04: Method Statement

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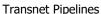


The table below will be used as guidelines for scoring / evaluating the method statement

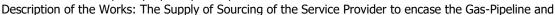
submitted by the Tenderer:		
Elements: Weight 30 Points		Method is clearly articulated and demonstrates a clear understanding of the project objectives
Method Statement (reference points)	20	The Tenderer has submitted no information or inadequate information to determine a score. The method statement only covers one (1) of the reference
The method statement should cover:	40	points in the works information The method statement only covers two (2) of the reference points in the works information
1. Execution of Works Provide a step-by-step construction methodology	80	The method statement only covers three (3) of the reference points in the works information The method statement covers all four (4) of the
 Bulk earthworks (excavation, backfilling, compaction, testing, and spoil disposal) Installation of precast concrete base slabs and portal culverts, including joint and eye hole sealing Construction of gabion baskets and geocell systems with geotextile bedding Project Team Structure Detail the roles, responsibilities, and authority of key on-site personnel, emphasizing their contribution to quality, safety, and execution. 	100	reference points in the works information The method statement covers all five (5) of the reference points in the works information

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Part T2: Returnable Schedules T2.2-04: Method Statement



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Rehabilitate the Servitude at Springfield at Transnet Pipelines for three months period.

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3. Plant and Equipment **Utilization**

List and justify the machinery and equipment

environmental impacts and propose measures to manage dust, noise, water runoff, and protect sensitive areas.

to be used, demonstrating suitability for site conditions and compliance with safety, environmental, and quality standards. 4. Risk Identification and Mitigation Identify specific construction risks and outline mitigation and contingency strategies to prevent disruptions and hazards. 5. Environmental **Protection Measures** Describe potential

T2.2-04: Method Statement Page 3 of 3

Description of the Works: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield at Transnet Pipelines for three months period.



T2.2-05: Evaluation Schedule: Previous Experience

Note to tenderers:

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

A list of past / current comparable projects.

Evidence for similar works as detailed in the Works Information with reference to:

- Bulk earthworks activities such as excavation, backfilling with imported material, compaction, testing of layer works with Troxler, disposal of spoil material.
- Pre-cast concrete installation (pre-cast concrete base slabs & pre-cast concrete portal culverts) including joints & eye hole sealing.
- Construction of gabion basket and geocell installation including the geotextile bidim.

Sufficient contactable references to substantiate experience listed by completing the project data sheet provided.

References without letter of completions and/or reference letters will not be scored.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
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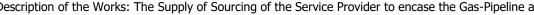
CPM 2020 Rev 01 Part T2: Returnable Schedules **Transnet Pipelines**

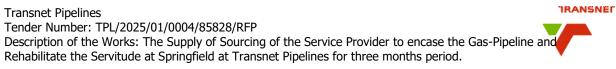
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Description of the Works: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield at Transnet Pipelines for three months period.

PROJECT DATA SHEET: PROJECT RELATED EXPERIENCE			
Name of company responsible for executing work or rendering the service			
Project Title:			
Client Organisation Name:			
Brief Project Description			
Client Contact Person:	Name	Telephone No	email address
Total Cost of Project			
(ZAR excl VAT)			
Project Duration		Completion Date	
the Respondent's Returnable Sched Certificates, etc Failure to submit	role in the execulule, to include Co	ner, independent document tion of the projects submit ompany's Reference Letters umentary evidence will resultion of	ted under this , Completion ult in any associated

CPM 2020 Rev 01 Part T2: Returnable Schedules

T2.2-05: Evaluation Schedule: Previous Experience





Weight: 25%	
Score	Previous Experience
	Tenderer's previous experience presented has no relevance to the scope
0	of this project and did not address any of the requirements.
	Tenderer have experience in one (1) project relating to the works
20	information.
	Tenderer have experience in two (2) projects relating to the works
40	information.
	Tenderer have experience in three (3) projects relating to the works
60	information.
	Tenderer have experience in four (4) projects relating to the works
80	information.
	Tenderer have experience in five (5) or more projects relating to the
100	works information.

CPM 2020 Rev 01 Part T2: Returnable Schedules

T2.2-05: Evaluation Schedule: Previous Experience

Description of the Works: The supply of sourcing of the Service Provider to Encase the Gas-pipeline and the

Rehabilitate the Servitude at Springfield at Transnet Pipelines for a Three-month Period.



T2.2-06 EVALUATION SCHEDULE: PROGRAMME

The Tenderer details the programme for evaluation and attaches it to this schedule.

The tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, at a minimum **Level 3** showing but not limited to the following:

- Ability to execute the works in terms of the Employer's requirements and within the
 required timeframe indicating, in a logical sequence, the order and timing of the
 works to achieve the deliverables as per the Scope of Work, clearly indicating the
 capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the Contractor will need access to any part of the Site, submission & approval process & timing for Health & Safety Files, Quality Files. One (1) month allowance should be made for the safety file approval process.
- The Contractor indicates how he plans in achieving the following dates and clearly
 demonstrates them on the schedule Start Date, Access Date, Planned Completion,
 Key Dates Completion Date. In addition, the Programme clearly demonstrates
 adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not
 float, are owned by the Tenderer, can be included in the activity duration, and
 illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Method Statement as contained in T2.1 List of Returnable.

Programme: The Employer estimated that the project will be finished in **Five Months**.

The Contractor shall provide the proposed programme showing as a minimum the following: - Ability to provide the services:

Ability to provide the services in terms of the Employer's requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place to Provide the Services clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

CPM 2020 Rev 01

T2.2-06: Evaluation Schedule: Programme



Transnet Pipelines
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Description of the Works: The supply of sourcing of the Service Provider to Encase the Gas-pipeline and the Rehabilitate the Servitude at Springfield at Transnet Pipelines for a Three-month Period.

Weight: 15		Programme is clearly articulated and demonstrates a clear understanding of the project objectives
	Point	15
	Score	
Ability to execute the works in terms of the Employer's	0	The Tenderer has submitted no information or inadequate information to determine a score.
requirements and within the required timeframe	20	The programme only covers one (1) of the reference points specified in this returnable
indicating, in a logical sequence, the order and	40	The programme only covers two (2) of the reference points specified in this returnable
timing of the works to achieve the deliverables as	60	The programme only covers three (3) of the reference points specified in this returnable
per the Scope of Work, clearly indicating the	80	The programme only covers four (4) of the reference points specified in this returnable
capacity & capability to achieve the dates stated in the Contract Data.	100	The programme covers all four (4) of the reference points in the works information and provides more than asked information.
2. Dates when the Consultant will need access to any part of the Site, submission & approval process & timing for Health & Safety Files, Quality Files. One (1) month allowance should be made for the safety file approval process.		
The Consultant indicates how he plans in achieving		

Transnet Pipelines

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Description of the Works: The supply of sourcing of the Service Provider to Encase the Gas-pipeline and the

Rehabilitate the Servitude at Springfield at Transnet Pipelines for a Three-month Period.

the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key **Dates Completion** Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration, and illustrated in the schedule in a code field or as an attachment. 4. The Programme must clearly support and demonstrate alignment to the method statement as contained in T2.1 List of Returnable.

Attachment B: Hard Copy of Programme developed from MS Project.

CPM 2020 Rev 01

T2.2-06: Evaluation Schedule: Programme

Description of the Works: The Supply of Sourcing of the Service Provider to Encase the Gas-pipeline and the

Rehabilitate the Servitude at Springfield at Transnet pipelines for a Three-month Period.



T2.2-07: Evaluation Schedule: Project Organogram, Management & CV's

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

- 1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the works, inclusive of the key staff/professionals, identified in the Contract Data Part two.
- 2. Detailed CV's providing the following as a minimum
 - The roles and responsibilities for the works of each resource should be clearly stated.
 - Detailed experience in bulk earthworks/ gabions baskets/ pre-cast concrete construction project of similar nature and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
 - The education, training (inter alia NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the works. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
- 3. The project resources should include at least the following key resources, amongst others:
 - Construction Manager
 - Construction Manager should at least have a relevant qualification in Construction Management/ or Civil Engineering and have valid professional registration with South African Council for the Project and Construction Management Professions (SACPCMP) as a Pr. CM.
 - Site Agent
 - Site Agent should at least have a relevant qualification in Construction Management/ or Civil Engineering. The Site Agent must have construction industry experience (specifically on bulk earthworks, precast concrete & gabions) and working on project(s) of similar nature.

CPM 2020 Rev 01 Part T2: Returnable Schedules T2.2-07: Evaluation Schedule: Project Organogram,

Description of the Works: The Supply of Sourcing of the Service Provider to Encase the Gas-pipeline and the



TRANSNET

Rehabilitate the Servitude at Springfield at Transnet pipelines for a Three-month Period.

Construction Health & Safety officer

Construction Health & Safety Officer should at least have a relevant qualification in Safety Management and have valid professional registration with South African Council for the Project and Construction Management Professions (SACPCMP) as a Pr. CHSO.

The following table is to be populated by the tenderer identifying the resources for the key roles for the works. Attached submissions to this returnable.

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Construction Manager		
2	Site Agent		
3	Construction Health & Safety officer		

Management & CV's

Transnet Pipelines

Tender Number: TPL/2025/01/0004/85828/RFP



TRANSNET

Three-month Period.

The scoring of the Project Organogram, Management & CV's will be as follows:

Weight	Relevant experience for the following:				
10 Doints	Site Management				
10 Points	Bulk Earthworks				
	Construction Management				
	Construction Manager				
Points	10				
(score 0)	The Tenderer has submitted no information or inadequate information to determine score				
(score 20)	Key staff has up to 3 years of relevant experience.				
(score 40)	Key staff has more than 3 up to 4 years of relevant experience.				
(score 60)	Key staff has more than 4 but up to 5 years of experience.				
(score 80)	Key staff has more than 5 but up to 6 years of relevant experience.				
(score 100)	Key staff has more than 6 years of relevant experience.				

T2.2-07: Evaluation Schedule: Project Organogram, Management & CV's

Transnet Pipelines

Tender Number: TPL/2025/01/0004/85828/RFP



TRANSNET

Three-month Period.

The scoring of the Project Organogram, Management & CV's will be as follows:

Weight 10 Points	Relevant experience for the following: Site Management Bulk Earthworks Gabion Baskets Wall Pre-Cast Concrete	Education qualification adequacy and professional bodies registration Site Agent				
Points	Site Agent 5	5				
(score 0)	The Tenderer has submitted no information or inade	equate information to determine score				
(score 20)	Key staff has up to 2 years of relevant experience.	Key staff does not have project specific qualification.				
(score 40)	Key staff has more than 2 up to 3 years of relevant experience.	Key staff have Civil Engineering NQF 4 level of education, qualification.				
(score 60)	Key staff has more than 3 but up to 4 years of experience.	Key staff have Civil Engineering NQF 5 level of education, qualification.				
(score 80)	Key staff has more than 4 but up to 5 years of relevant experience.	Key staff have Civil Engineering NQF 6 level of education, qualification.				
(score 100)	Key staff has more than 5 years of relevant experience.	Key staff have Civil Engineering/ Construction Management NQF 7 and above level of education, qualification.				

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Tender Number: TPL/2025/01/0004/85828/RFP



TRANSNET

Three-month Period.

The scoring of the Project Organogram, Management & CV's will be as follows:

Weight	Relevant experience for the following:				
10 Points	Site Management SHEQ Management				
10 Points					
	Construction Health and Safety Officer				
Points	10				
(score 20)	The Tenderer has submitted no information or inadequate information to determine score				
(score 20)	Key staff has up to 2 years of relevant experience.				
(score 40)	Key staff has more than 2 up to 3 years of relevant experience.				
(score 60) Key staff has more than 3 but up to 4 years of experience.					
(score 80)	Key staff has more than 4 but up to 5 years of relevant experience.				
(score 100)	Key staff has more than 5 years of relevant experience.				

T2.2-07: Evaluation Schedule: Project Organogram, Management & CV's

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude



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Springfield at Transnet Pipelines for six months period.

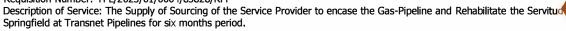
T2.2-08: Authority to submit a Tender.

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

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

A. Certifica	ite for Company		
I,		_ chairperson	of the board of directors
		_, hereby cor	nfirm that by resolution of the board taken
on	(date), Mr/Ms		, acting in the capacity
of		_, was autho	rised to sign all documents in connection
with this ten	der offer and any contract resu	lting from it o	on behalf of the company.
Signed		Date	
Name		Position	Chairman of the Board of Directors



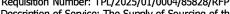




В.	Certificate	for	Partners	ship
----	--------------------	-----	-----------------	------

We, the undersigned, being the key partners in the business trading as						
her	reby authorise Mr/Ms _		ac	ting in	the	
capacity of		, to sign all	documents in conne	ection with	the	
tender offer for Contract_		and	any contract resulti	ing from it	on	
our behalf.						
Name	Address		Signature	Date		
		,			-	
					,1	
				t	=	

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







C. Certificate for Joint Ventu	re					
Ve, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms						
	, an authorised sig	natory of the company				
	, acting in	the capacity of lead partner, to sign				
all documents in connection with	the tender offer for Contract					
and any contract	resulting from it on our behalf	.				
signatories of all the partners to t Furthermore we attach to this So a statement that all partners are that the lead partner is authoris	the Joint Venture. Thedule a copy of the joint vere liable jointly and severally for sed to incur liabilities, received	nture agreement which incorporates or the execution of the contract and e instructions and payments and be behalf of any and all the partners.				
Name of firm	Address	Authorising signature, name (in caps) and capacity				

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Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servituo Springfield at Transnet Pipelines for six months period.

D. Certific	D. Certificate for Sole Proprietor									
I,		_ hereby	confirm	that	I am	the	sole	owner	of	the
business tra	ading as							* ()		
Signed		Date								
Name		Position	Sole	e Prop	rietor					
		<u>a</u>								

Requisition Number: TPL/2025/01/0004/85828/RFP

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude

Springfield at Transnet Pipelines for six months period.

T2.2-09: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Service Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- · Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Service Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:					

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T2.2-10: Record of Addenda to Tender Documents

T2.2-04: Record of Addenda to Tender Documents

The tenderer hereby confirms that the following communications were received from the *Employer* before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

	Date	Title or Details of Addenda
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

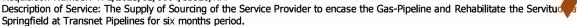




Attached to this schedule is the Letter/s of Good Standing.

Letter/s of Good Standing with the Workmen's T2.2-11 **Compensation Fund**

1.
2.
3.
4.
Name of Company/Members of Joint Venture:





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T2.2-12: Schedule of Proposed Subcontractors

The tenderer is required to provide details of all the sub-contractors that will be utilised in the execution of the works.

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBBEE status level of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor Addre		SS	N	ature of work	Amount of Worked		centage work		
% Black Owned	EME	QSE	Youth	Wome	en	Disabilities	Rural/ Underdeve areas/ Townsh	•	Military Veterans

Name of Propo	sed Subco	ontractor	Addre	SS	N	lature of work	Amount of Worked	centage work
% Black Owned	EME	QSE	Youth	Wome	en	Disabilities	Rural/ Underdeve areas/ Townsh	Military Veterans
Name of Propo	Name of Proposed Subcontractor		Addre	ss	N	lature of work	Amount of Worked	centage work
% Black Owned	EME	QSE	Youth	Wom	en	Disabilities	Rural/ Underdeve areas/ Townsh	Military Veterans

Name of Proposed Subcontractor		Address		Nature of work		Amount of Worked	centage work	
% Black Owned	EME	QSE	Youth	Wome	en	Disabilities	Rural/ Underdeve areas/ Townsh	Military Veterans

1. SECTION 1: NAME OF ENTERPRISE:



T2.2-13: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

2. SECTION 2: VAT REG	SECTION 2: VAT REGISTRATION NUMBER, IF ANY:							
3. SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:								
4. SECTION 4: CSD NU	4. SECTION 4: CSD NUMBER:							
5. SECTION 5: PARTICO PARTNERSHIPS	5. SECTION 5: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS							
Name	Identity number	Personal income tax number						
* Complete only if sole propartners	oprietor or partnership and attach	separate page if more than 3						
6. SECTION 6: PARTIC	ULARS OF COMPANIES AND CLOS	E CORPORATIONS						
Company registration num	ber							
Close corporation number	Close corporation number							
Tax reference number:								
Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.								
Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.								
		2:						

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Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude

Springfield at Transnet Pipelines for six months period.

1RANSNET

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

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

Signed	Date	
Name	 Position	
Enterprise		
name		

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SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

Either the 80/20 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.2 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE Status Level of Contributor 1 or 2	10
Qualifying Black Women Owned (30%)	10
Total points for Price and Specific Goals must not exceed	100

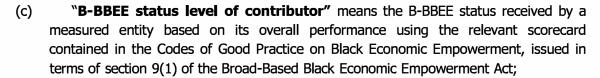
- 1.3 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.4 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude



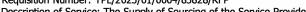


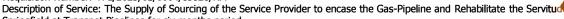
- (d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- "Broad-Based Black Economic Empowerment Act"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

3. POINTS AWARDED FOR SPECIFIC GOALS

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

EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS





Selected Specific Goal	Number of points allocated. (80/20 system)
B-BBEE Status Level of Contributor 1 or 2	10
Qualifying Black Women Owned (30%)	10

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

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

3.3 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right)$$

Where

Ps Points scored for comparative price of bid under consideration

Pt Comparative price of bid under consideration

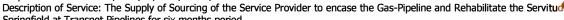
Comparative price of lowest acceptable bid Pmin =

EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS 4.

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

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic empowerment/bee_codes.isp.]
EME ¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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





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Springfield at Transnet Pipelines for six months period.

Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: (maximum of 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO	1
123	 NO	

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

(Tick applicable box)

		_		
)	/ES		NO	

	,			



8.	DECLARATION WITH REGARD TO COMPANY/FIRM
8.1	Name of company/firm:
8.2	VAT registration number:
8.3	Company registration number:
8.4	TYPE OF COMPANY/ FIRM
	 □ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited [TICK APPLICABLE BOX]
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	 Manufacturer Supplier Professional Service provider Other Service providers, e.g. transporter, etc. [TICK APPLICABLE BOX]
8.7	Total number of years the company/firm has been in business:
8.8	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
	i) The information furnished is true and correct;
	ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
	iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
	iv) If a bidder submitted false information regarding its B-BBEE status level of

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contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other



remedy it may have

- (a) disqualify the person from the bidding process;
- recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

TRANSNET

- cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES 1	SIGNATURE(S) OF BIDDERS(S) DATE:
2	ADDRESS

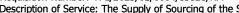
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

Where a person/s are listed in the Register for Tender Defaulters and / or the List of

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Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest2 in the enterprise, employed by the state? YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2	Do you,	or any	person	connected	with the	he bidder,	have a	relationship	with	any
	person w	vho is er	mployed	by the proc	uring in	nstitution?	YES/NO	1		

2.2.1	If so, furnish particulars:

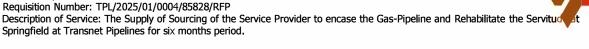
2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

Term Service Contract

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



3 DECLARATION

Ι,	the	undersigned,
(name)		in submitting the
accompan	living bid, do hereby make the following statements	that I certify to be true
and compl	lete in every respect:	-

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

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

Requisition Number: TPL/2025/01/0004/85828/RFP





the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature	Date
Position	Name of bidder

TRANSNET

Transnet Pipelines

Requisition Number: TPL/2025/01/0004/85828/RFP
Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servituo Springfield at Transnet Pipelines for six months period.



Requisition Number: TPL/2025/01/0004/85828/RFP

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitud

Springfield at Transnet Pipelines for six months period.

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory: by and between: TRANSNET SOC LTD (Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street, Braamfontein, Johannesburg 2000 and (Registration No.),a private company incorporated and existing under the laws of South Africa having its principal place of business at

WHEREAS

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



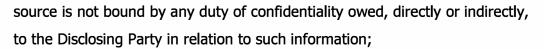


1. **INTERPRETATION**

In this Agreement:

- 1.1 Agents mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 Bid or Bid Document (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 Confidential Information means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available Tother than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude Springfield at Transnet Pipelines for six months period.



- 1.4 Group means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 Information means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or



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

- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

RECORDS AND RETURN OF INFORMATION 3.

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude

Springfield at Transnet Pipelines for six months period.

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

TRANSNET

3.4 The Company shall on request supply a certificate signed by a director as to its

full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of

its prospective interest in the Tender without the prior written consent of the

other party.

4.2 Neither party shall make use of the other party's name or any information

acquired through its dealings with the other party for publicity or marketing

purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the

termination of any discussions or negotiations between the parties regarding the

Tender and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker

for any other person and that it will be responsible for any costs incurred by it or its

advisers in considering or pursuing the Tender and in complying with the terms of

this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing

Party from pursuing any other remedies available to it, either at law or in equity, for

any such threatened or actual breach of this Agreement, including specific

performance, recovery of damages or otherwise.

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Part C1

C1.2: Contract Data provided by the Employer

8. PRIVACY AND DATA PROTECTION

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

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

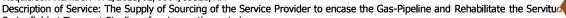
TRANSNET

Transnet Pipelines

Requisition Number: TPL/2025/01/0004/85828/RFP
Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servituo Springfield at Transnet Pipelines for six months period.

Signed	Date	
Name	Position	,
Tenderer		

NAME OF COMPANY: _





T2.2-15: TENDER DECLARATION FORM

We				do her	eby certify that:	
	1.	Transnet has supplie	d and we have	received appropriate tende	r offers to any/a	III questions (as
		applicable) which were	e submitted by our	selves for tender clarification	purposes;	
	2.	we have received all in	nformation we dee	med necessary for the compl	etion of this Tende	r;
	3.	at no stage have we	received additiona	I information relating to the	subject matter of	this tender from
		Transnet sources, oth	er than informatio	n formally received from the	designated Transi	net contact(s) as
		nominated in the tend	er documents;			
	4.	we are satisfied, inso	far as our compan	y is concerned, that the pro	cesses and proced	lures adopted by
		Transnet in issuing th	is TENDER and th	ne requirements requested fr	om tenderers in re	sponding to this
		TENDER have been co	onducted in a fair a	and transparent manner; and		
	5.	furthermore, we ackr	nowledge that a c	lirect relationship exists bet	ween a family me	mber and/or an
		owner / member / o	director / partner	/ shareholder (unlisted co	mpanies) of our c	company and an
		employee or board m	ember of the Tra	nsnet Group as indicated be	low: [Respondent	to indicate if this
		section is not applicab	ole]			
FULL NAM	1E OF	OWNER/MEMBER/DIR	ECTOR/			
PARTNER,	/SHA	REHOLDER:		ADDRESS:		
Indicate		nature	of	relationship	with	Transnet:
[Failure to	o furn	nish complete and accur	ate information in	this regard may lead to the d	disqualification of ye	our response and
may preci	lude a	a Respondent from doin	g future business	with Transnet]		
We decla	re, to	the extent that we a	re aware or becor	me aware of any relationshi	p between ourselv	es and Transnet
(other tha	an ar	ny existing and approp	oriate business re	lationship with Transnet) w	hich could unfairly	, advantage our
company	in the	e forthcoming adjudicati	on process, we sh	all notify Transnet immediate	ly in writing of sucl	h circumstances.
	6.	We accept that any d	ispute pertaining t	to this tender will be resolve	d through the Omb	oudsman process
		and will be subject to	the Terms of Refe	erence of the Ombudsman.	Γhe Ombudsman p	rocess must first
		be exhausted before	judicial review of	a decision is sought. (Refer	"Important Notice	to respondents"

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such

below).

award or decision set aside.

Requisition Number: TPL/2025/01/0004/85828/RFP

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude

Springfield at Transnet Pipelines for six months period.

For and on behalf of
200000000000000000000000000000000000000
duly authorised thereto
Name:
Signature:
Date:

• IMPORTANT NOTICE TO RESPONDENTS

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

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

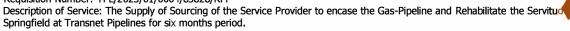
An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net

For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

Transnet Pipelines

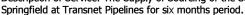
Requisition Number: TPL/2025/01/0004/85828/RFP



T2.2-16: REQUEST FOR PROPOSAL - BREACH OF LAW

NAME OF COMPANY:
I / We do hereby certify that <i>I/we have/have not been</i> found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.
Where found guilty of such a serious breach, please disclose:
NATURE OF BREACH:
<u>;</u>
DATE OF BREACH:
Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.
Signed on this day of 20
SIGNATURE OF TENDERER





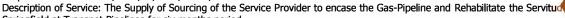
T2.2-17: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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Requisition Number: TPL/2025/01/0004/85828/RFP



Springfield at Transnet Pipelines for six months period.

- 7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.
- 8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious Tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this		day of	 	20
SIGNATURE OF	TENDE	RER		





T2.2-18 Service Provider Integrity Pact

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitud

Springfield at Transnet Pipelines for six months period.

PREAMBLE

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

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

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

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

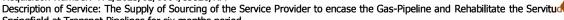
A) **OBJECTIVES**

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

2. COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all tenderers/ service providers/contractor with equity, transparency and fairness. Transnet will in particular,



before and during the registration process, provide to all tenderers/service providers/contractors the same information and will not provide to any tenderers/service providers/contractors confidential/additional information through which the tenderers/service providers/contractors could obtain an advantage in relation to any tendering process.

- Transnet further confirms that its employees will not favour any prospective 2.3 tenderers/service providers/contractors in any form that could afford an undue advantage to a particular tenderer during the tendering stage, and will further treat all tenderers/service providers/contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the tenderers/service providers/contractors participating in the tendering process.

3. OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a 'Zero Gifts' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees shall not solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under no circumstances should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
 - a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material



or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or nonsubmission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.7 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.8 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.9 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.



3.10 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

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3. OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The

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Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or Similarly, the Tenderer / Service Provider / Contractor of South African tendering process. nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

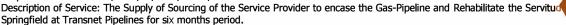
The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour





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

c) Environment

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

d) Anti-Corruption

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

INDEPENDENT TENDERING

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

- has been requested to submit a Tender in response to this Tender invitation; a)
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];

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- c) methods, factors or formulas used to calculate prices;
- the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

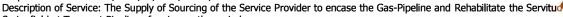
Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission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

DISQUALIFICATION FROM TENDERING PROCESS

If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.

If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of

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transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

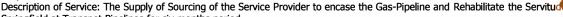
On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "prima facie" (i.e. on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:



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a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

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The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.

If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/ Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

SANCTIONS FOR VIOLATIONS

Transnet shall also take all or any one of the following actions, wherever required to:

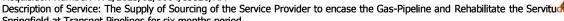
- a) Immediately exclude the Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;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

CONFLICTS OF INTEREST

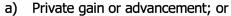
A conflict of interest includes, inter alia, a situation in which:

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

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



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

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

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

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

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

DISPUTE RESOLUTION

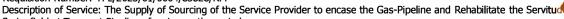
Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 0 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

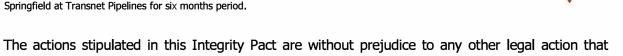
GENERAL

This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

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may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

Iduly authorised by the tendering entity, hereby certify tha	t the
tendering entity are fully acquainted with the contents of the Integrity Pact and further	agree
to abide by it in full.	
Signature	
Date	

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T2.2-19: Supplier Code of Conduct

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

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

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

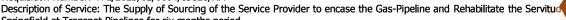
Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

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

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

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

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

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

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

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

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

Requisition Number: TPL/2025/01/0004/85828/RFP

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude

Springfield at Transnet Pipelines for six months period.

Conflicts of Interest

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

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

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

I,	of
(insert name of Director or as per Authority	(insert name of Company)
Resolution from Board of Directors)	
hereby acknowledge having read, understood and	agree to the terms and conditions set out in the
"Transnet Supplier Code of Conduct."	
Signed this on day	at
Signature	

TRANSNET



Springfield at Transnet Pipelines for $\ensuremath{\mathsf{six}}$ months period.

T2.2-20 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

Description of Service: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitud

Springfield at Transnet Pipelines for six months period.

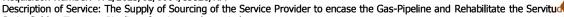
consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.

2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).

- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

Requisition Number: TPL/2025/01/0004/85828/RFP



Springfield at Transnet Pipelines for six months period.

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

YES	NO
-----	----

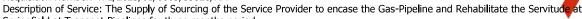
- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.
- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on https://www.justice.gov.za/inforeg/, click on contact us, click on complaints.IR@justice.gov.za

3. SOLE AGREEMENT

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

Signe	d at	on this	day of	2021
Name	:			
Title:	2=			
Signat	ture:			
		(Pty) Ltd		
(Oper	ator)			
Autho	rised signatory for and on be	ehalf of	(Pty) Ltd who	warrants that he/she is duly
autho	rised to sign this Agreement	•		
AS W	TNESSES:			
1.	Name:		Signature:	
2.	Name:		Signature:	

Term Service Contract CPM 2020 Rev 05 TRANSNET





T2.2-21: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury			
to employees of the Contractor			
arising out of and in the course of			
their employment in connection			
with this contract			
Insurance in respect of loss of or			
damage to own property and			
equipment.			
(Other)			

Т

TRANSNET

Tender Number: TPL/2025/01/0004/85828/RFP

Description of the Works: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude Springfield at Transnet Pipelines for six months period.



C1.1: Form of Offer & Acceptance

Offer

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

The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield at Transnet Pipelines.

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

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

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

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

Signature(3)				
Name(s)				
Capacity				
For the tenderer:				
	(Insert name and address of organisation	on)		
Name & signature of witness		Dat	re	
	B registration number:			

Signature(s)

Tender Number: TPL/2025/01/0004/85828/RFP

Description of the Works: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate

the Servitude Springfield at Transnet Pipelines for six months period.



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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and

Acceptance)

Part C2 Pricing Data

Part C3 Works Information

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

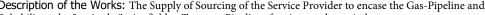
Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations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

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

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

TRANSNET

Tender Number: TPL/2025/01/0004/85828/RFP

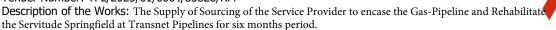




Description of the Works: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude Springfield at Transnet Pipelines for six months period.

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

Signature(s)			
Name(s)			
Capacity			
for the Employer	Transnet SOC Ltd		
Name & signature of witness	(Insert name and address of organisation)	Date	



Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.

TRANSNET

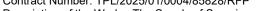
- 2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
- 3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

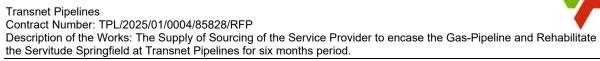
No.	Subject	Details
1		
2		
3		

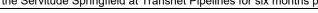
By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules,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

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

	For the <i>Contractor</i> :	For the <i>Employer</i>	For the <i>Employer</i>
Signature			
Name			
Capacity On behalf of		Transnet SOC Ltd	Transnet SOC Ltd
Name & signature of witness			
Date			





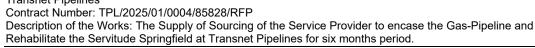


C1.2 Contract Data

Part one - Data provided by the Employer

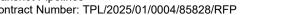
Clause	Statement	Data	
1	General		
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option		
		B:	Priced contract with bill of quantities
	dispute resolution Option	W1:	Dispute resolution procedure
	and secondary Options		
		X2:	Changes in the law
		X7:	Delay damages
		X16:	Retention
		X18:	Limitation of liability
		Z:	Additional conditions of contract
		Z1 :	Obligations in respect of Joint Venture Agreements
		Z2 :	Additional Obligations in Respect of Termination
		Z3 :	Right Reserved by Transnet to Conduct State Security Agency (SSA) Vetting
		Z4 :	Additional Clause Relating to Collusion In the Construction Industry
		Z5 :	Protection of Personal Information Act

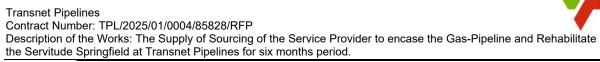




of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)

.0.1	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:	
.1	The <i>Project Manager</i> is: (Name)	ТВА
	Address	202 Anton Lembede Street Durban 4001
	Tel	ТВА
	e-mail	ТВА
	The Supervisor is: (Name)	ТВА
	Address	202 Anton Lembede Street Durban 4001
	Tel	ТВА
	e-mail	ТВА





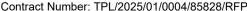
11.2(13)	The works are	The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude at Springfield.		
11.2(14)	The following matters will be included in the Risk Register	 Community Unrest Local Business Forums Interruptions 		
11.2(15)	The boundaries of the site are	As stated in Part C3		
11.2(16)	The Site Information is in	Part C3		
11.2(19)	The Works Information is in	Part C3		
12.2	The law of the contract is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.		
13.1	The language of this contract is	English		
2	The <i>Contractor'</i> s main responsibilities	No additional data is required for this section of the <i>conditions of contract</i> .		
3	Time			
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	ТВА		
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.		
31.2	The starting date is	ТВА		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.			
4	Testing and Defects			
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i> .		
43.2	The defect correction period is	2 weeks		
5	Payment			
50.1	The assessment interval is monthly on the	25 th (twenty-fifth) day of each successive month.		

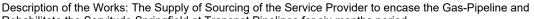




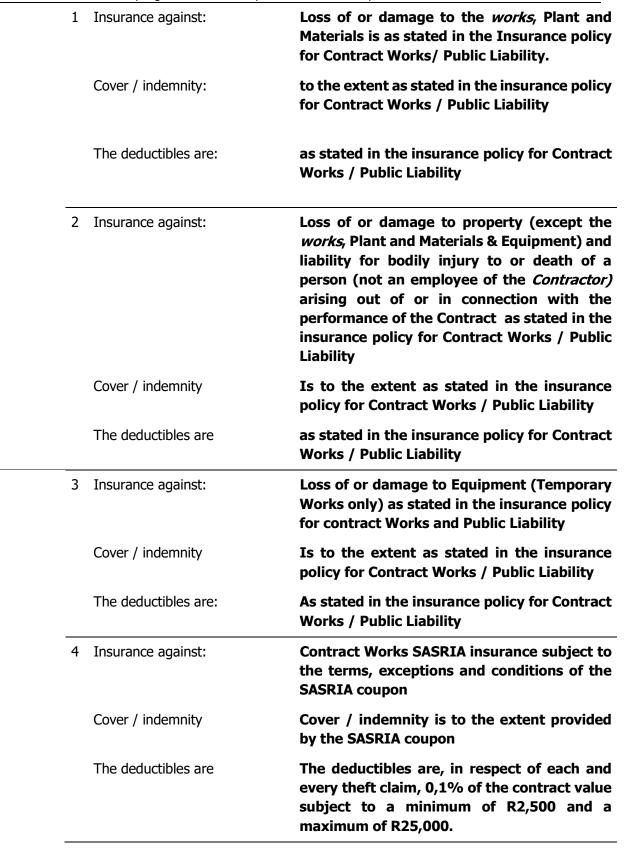
Transnet Pipelines
Contract Number: TPL/2025/01/0004/85828/RFP
Description of the Works: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude Springfield at Transnet Pipelines for six months period.

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 interest rate is	the prime lending rate of Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 10 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 08:00 hours South African Time
		and these measurements:
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> 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:	Durban
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za .
7	Title	No additional data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
80.1	These are additional <i>Employer</i> 's risks	N/A
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	





Rehabilitate the Servitude Springfield at Transnet Pipelines for six months period.







Servitude Springfield at Transnet Pipelines for six months period.

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 connection with this contract for any 130 of 1993 as amended. one event is

bodily injury to employees of the **The Contractor** must comply at a minimum Contractor arising out of and in the with the provisions of the Compensation for course of their employment in Occupational Injuries and Diseases Act No.

additional Insurances

- The Contractor provides these 1 Where the contract requires that the design of any part of the works shall be provided by the *Contractor* the *Contractor* shall satisfy the Employer 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 works at premises other than the site, the Contractor shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the works are adequately manufacture insured during and/or fabrication and transportation to the site.
 - 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's 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 R 5 000 000



Description of the Works: The Supply of Sourcing of the Service Provider to encase the Gas-Pipeline and Rehabilitate the Servitude Springfield at Transnet Pipelines for six months period.

5 The insurance coverage referred to in 1, 2, 3 and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as

required. The original policy will be

returned to the Contractor.

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

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

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

There is no additional Contract Data required

for this section of the *conditions of contract*.

Data for main Option clause

B Priced contract with bill of quantities

No additional data is required for this Option.

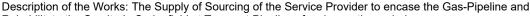
11 Data for Option W1

Termination

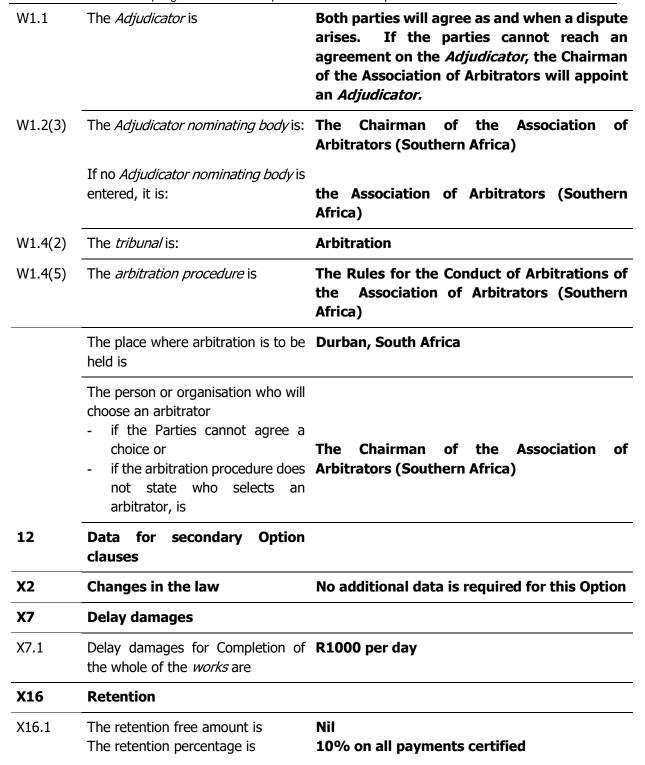
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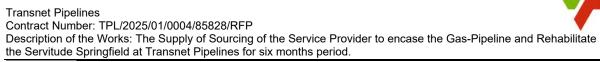
Contract Number: TPL/2025/01/0004/85828/RFP



Rehabilitate the Servitude Springfield at Transnet Pipelines for six months period.







X18	Limitation of liability	
X18.1	The <i>Contractor'</i> s liability to the <i>Employer</i> for indirect or consequential loss is limited to:	The Total of the Prices
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	2 years after Completion of the whole of the works
Z	Additional conditions of contract are:	



Z1 Additional clauses relating to **Joint Venture**

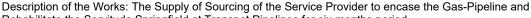
Z1.1

Insert the additional core clause 27.5

27.5. In the instance that the Contractor is a joint venture, the Contractor shall provide the Employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an **'Incorporated Joint** Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

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









constituents to provide the Works.

- **Financial requirements for the Joint Venture:**
 - iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or quaranteed by the constituents from time to time;
 - the names of the auditors and v. others, if any, who will provide auditing and accounting services to the Joint Venture.

Insert additional core clause 27.6

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

Z2 Additional obligations in respect of Termination

Z2.1

Z1.2

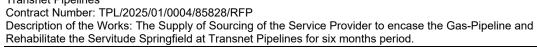
The following will be included under core clause 91.1:

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

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

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

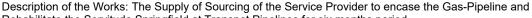






Z2.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows:			
		Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"			
Z2.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."			

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



Rehabilitate the Servitude Springfield at Transnet Pipelines for six months period.



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

- 1. 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.
- Fingerprint of employees who will be 7. 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.

Note: Please take note that SSA takes 2 weeks for screening to take place once all required documentation has been submitted

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Z4 Additional Clause Relating to Collusion in the Construction Industry

Z4.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging

including blacklisting.

Z5 Protection of Personal Information Act

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



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C1.2 Contract Data

Part two - Data provided by the Contractor

Clause	Staten	nent	Data
10.1		ontractor is:	
10.1	Addre		
	Tel No		
11.2(0)	Fax No		
11.2(8)		rect fee percentage is	%
44.0(40)		ubcontracted fee percentage is	%
11.2(18)		orking areas are the Site and	
24.1		ontractor's key persons are:	
	1	Name:	
		Job:	
		Responsibilities:	
		Qualifications:	
		Experience:	
	2	Name:	
		Job:	
		Responsibilities:	
		Qualifications:	
		Experience:	
11.2(14)		llowing matters will be included in the Register	
31.1	The programme identified in the Contract Data is		
В	Priced	d contract with bill of quantities	
11.2(21)	Priced	contract with bill of quantities	
11.2(31)	The te	ndered total of the Prices is	





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	Data for Schedules of Cost Components Note "SCC" means Schedule of Cost of Starting on page 56 of ECC, and "SS Shorter Schedule of Cost Components page 59 of ECC.					
В	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components				
41 in SSCC	The percentage for people overheads is:	%				
21 in SSCC	The published list of Equipment is the last edition of the list published by					
	The percentage for adjustment for Equipment in the published list is					
22 in SSCC	The rates of other Equipment are:	Size capa	or city	Rate		
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are	Hourly rate		y rate		
62 in SSCC	The percentage for design overheads is					

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PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	5
C2.2	The bill of quantities	3

CPM 2020 Rev 01 Part C2: Pricing Data

Part C2.1: Pricing Instructions Option B

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C2.1 Pricing instructions: Option B

1. The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B

Identified 11 and defined

11.2 terms

- (21) The Bill of Quantities is the bill of quantities as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

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1.2. **Function of the Bill of Quantities**

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Works in accordance with the Works Information". Hence the Contractor does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. **Guidance before pricing and measuring**

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the bill of quantities or before entering rates and lump sums into the bill.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

CPM 2020 Rev 01 Part C2: Pricing Data Part C2.1: Pricing Instructions Option B

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2. **Measurement and payment**

2.1. **Symbols**

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
1	litre
m	metre
mm	millimetre
m ²	square metre
m²-pass	square metre pass
m³	cubic metre
m³-km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

CPM 2020 Rev 01 Part C2: Pricing Data Part C2.1: Pricing Instructions Option B

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MPa megapascal No. number Prov sum¹ provisional sum PC-sum prime cost sum R/only Rate only sum Lump sum t ton (1000kg) Work day W/day

2.2. **General assumptions**

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

CPM 2020 Rev 01 Part C2: Pricing Data Part C2.1: Pricing Instructions Option B

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

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- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.4. **Amplification of or assumptions about measurement items**

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

CPM 2020 Rev 01 Part C2: Pricing Data

SPRINGFIELD GAS PIPELINES SERVITUDE REHABILITATION FOR DURATION OF THREE MONTHS - BILL OF QUANTITIES

BILL OF QUANTITIES							
ITEM	CIVIL WORKS INFORMATION	UNIT	QTY	RATE		AMOUNT	
1.0	Preliminaries & General Items(Detailed breakdown required)	Sum	1.0		R		-
1.1	Surveying	Sum	1.0		R		-
				Sub Total	R		-
2.0	Clearing and Grubbing						
2.1	Clearing/ Grubbing with machines and some hand labour where necessary	m2	1000.0		R		-
2.0	n			Sub Total	R		-
3.0	Excavation and preparation of Insitu material	2	1102.5		_		
3.1	Excavate and remove material to expose gas pipeline	m3	1192.5		R		-
3.2	Supply and install temporal supports at 10m interval and maintain 250mm space below pipeline	no.	30.0		R		-
3.3	Compact the founding level to 93% Mod AASHTO, verify compaction	_	450.0		_		
	requirements by nuclear density gauge machine	m2	450.0	6.1.75.4.1	R		-
4.0	D			Sub Total	R		-
4.0	Precast concrete base slab and concrete portal culvert						
4.1	Supply, lay, and prepare 50mm bedding (River sand/ or material approved by TPL Engineer) for concrete base slab	m3	6.8		R		_
	Supply and install precast concrete base slab underneath gas pipeline, strictly in	III3					
4.2	accordance to manufactures specification, guidelines and methodology	no.	75.0		R		-
4.3	Supply, lay and prepare 100mm thick gas-pipeline bedding in a form of Sand-bags	m3	6.8		R		-
4.4	Supply and install precast concrete portal culvert over gas pipeline strictly in						
4.4	accordance to manufactures specification, guidelines and methodology	no.	75.0		R		-
4.5	Supply and apply cement mortar to seal all the joints and eye-points to prevent migration of fines during backfilling	m3	0.2		R		-
4.6	Supply and intall Grade A4 Geotextile bedim to cover the installed pre-cast concrete portal culvert	m2	240.0		R		-
4.7	Fill the portal culverts sequentially using plaster sand/ washed Umgeni river sand	m3	41.2		R		-
				Sub Total	R		-
5.0	Earthworks						
5.1	Supply and backfill with selected granular material (G5) in layers not exceeding 200 mm per lift	m3	1192.5		R		_
5.2	Compact G5 Layers to 93% Mod AASHTO in layers not exceeding 200 mm per lift						
3.2	using plate compactor or similar equipment	m3	1192.5		R		-
5.3	Supply and install GeoCell fill up with G5 material/ or selected Material approved				_		
	by TPL Engineer	m2	360.0	0.1.75 . 1	R		-
60	Gabions			Sub Total	R		-
6.0		2	00		ь		
6.1	Excavating all material situated within 0m to 1.5m depth range below th surface level Surface preparation for bedding the gabion boxes	m3 m2	90		R R		-
0.2	Supply and install Grade A4 Non-woven geotextile to prevent migration of fines	IIIZ	155		К		-
6.3	from the back, underneath and to the face of gabion structure	m2	240		R		_
6.4	Supply and install galvanised gabion boxes (hexagonally woven mesh) - 1m x 1m x		120		R		_
	Supply and backfill with selected granular material (G5) in layers not exceeding		-20				
6.5	200 mm per lift the backside & the face of gabions below gound surface	m3	30		R		-
	Supply and install Clean, hard, dense, durable, rounded & angular shaped gabion						
6.6	stones between 100mm - 250mm.	m3	120		R		-
Sub Tota				Sub Total	R		-
				Grand Total	R		-