

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

|                           |                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DESCRIPTION</b>        | <b>THE PROVISION FOR PRESSURE TESTING, TEMPORARY REPLACEMENT, PERMANENT REPLACEMENT OF CONDEMNED CYLINDERS, AND "AS AND WHEN" RE-FILLING OF THE FM200 CYLINDERS FOR TPL SITES FOR THE PERIOD OF 12 MONTHS</b>                                                                                                                                                                  |
| <b>TENDER DOWNLOADING</b> | This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b> ) <b>FREE OF CHARGE.</b> |

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>COMPULSORY TENDER CLARIFICATION MEETING</b> | <p>A None-Compulsory Virtual Tender Clarification Meeting will be conducted via Microsoft Teams <b>on the 15<sup>th</sup> of September 2026, at 10:00am [10 O'clock]</b> for a period of ± 2 (two) hours on the link provided below:</p> <p><b>Microsoft Teams meeting</b><br/> <b>Join:</b><br/> <a href="https://teams.microsoft.com/meet/368753550696981?p=oLgGv3g54SOefiu5sd">https://teams.microsoft.com/meet/368753550696981?p=oLgGv3g54SOefiu5sd</a><br/> Meeting ID: 368 753 550 696 981<br/> Passcode: ks2iA9M6</p> <p>The None-Compulsory Virtual Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Bidders are required to join the Microsoft Teams meeting link provided above.</p> <p>Bidders are requested to take note of the following:</p> <ul style="list-style-type: none"> <li>• Bidders must ensure that they have a stable internet connection and suitable Microsoft Teams access prior to the meeting.</li> <li>• Bidders are encouraged to thoroughly review and familiarise themselves with all tender documents, specifications, terms and conditions before attending the clarification meeting.</li> <li>• Bidders should prepare any questions or requests for clarification in advance to facilitate productive discussions during the meeting.</li> </ul> |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                     |                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <ul style="list-style-type: none"> <li>No extensions will be granted to bidders who experience technical difficulties due to failure to test their connectivity or Microsoft Teams access beforehand.</li> <li>Any clarifications, amendments, or additional information arising from the meeting will be communicated through an official tender addendum, where applicable.</li> </ul> |
| <b>CLOSING DATE</b> | <b>12:00pm on (25/09/18)</b><br>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>                                                                                                                                                                                                        |

## 2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing,

delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

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

- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-14, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

**Transnet urges its clients, suppliers and the general public**  
**to report any fraud or corruption to**  
**TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**

## T1.2 TENDER DATA

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

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

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

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

| Clause                                                             | Data                                                                                            |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| C.1.1 The <i>Employer</i> is                                       | <b>Transnet SOC Ltd</b><br><b>(Reg No. 1990/000900/30)</b>                                      |
| C.1.2 The tender documents issued by the <i>Employer</i> comprise: |                                                                                                 |
| <b>Part T: The Tender</b>                                          |                                                                                                 |
| Part T1: Tendering procedures                                      | T1.1 Tender notice and invitation to tender<br>T1.2 Tender data                                 |
| Part T2 : Returnable documents                                     | T2.1 List of returnable documents<br>T2.2 Returnable schedules                                  |
| <b>Part C: The contract</b>                                        |                                                                                                 |
| Part C1: Agreements and contract data                              | C1.1 Form of offer and acceptance<br>C1.2 Contract data (Part 1 & 2)<br>C1.3 Form of Securities |
| Part C2: Pricing data                                              | C2.1 Pricing instructions                                                                       |
| Part C4: Site information                                          | C4.1 Site information                                                                           |

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|       |                          |                                     |
|-------|--------------------------|-------------------------------------|
| C.1.4 | The Employer's agent is: | Commodity Manager                   |
|       | Name:                    | Jabulani Ngonyama                   |
|       | Address:                 | 6th Floor, 202 Anton Lembede Street |
|       | E – mail                 | Jabulani.Ngonyama2@transnet.net     |

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

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

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

**2. Stage Two - Pre-qualification Criteria:**

- **T2.2-02: Accreditation** - SAQCC (SANS 10139) for design, installation, servicing, and commissioning of fire detection and alarm systems.
- **T2.2-03: Accreditation** - SAQCC (SANS 14520 and/or SANS 306) for design, installation, commissioning and servicing of gaseous fire extinguishing systems.

a) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and

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

**3. Stage Three - Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 60 points.

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

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

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C.2.7 The arrangements for a none-compulsory clarification meeting are as stated in the Tender Notice and Invitation to 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 offer are as follows:

Identification details: The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number:
- The Tender Description

Documents must be marked for the attention of:

***Employer's Agent:***

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

C.2.15 The closing time for submission of tender offers is:  
Time: **12:00pm** on the **25 September 2026**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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



JV.

**Note:** Refer to Section T2.1 for List of Returnable DocumentsC3.11 The minimum number of evaluation points for functionality is: **60**

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

**Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.**

**Functionality Criteria**

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

| Quality Criteria                                                                                                                                                                         | Weighting points | Scoring Guideline                                                                                               | Points |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------------------------------------------------------------------------------------------|--------|
| <b>Technical Capability:</b>                                                                                                                                                             |                  |                                                                                                                 |        |
| <b>T2.2. 04 Company's Previous Experience</b>                                                                                                                                            |                  |                                                                                                                 |        |
| Provide company experience related to the Hydrostatic Pressure Testing of Gaseous Fire Suppression System Cylinders excluding handheld and wheeled Portable Fire Extinguisher Cylinders. |                  | The Bidder did not submit the required information to determine the score.                                      | 0      |
|                                                                                                                                                                                          |                  | The Bidder has experience with the Hydrostatic Pressure Testing Gas Cylinders and has provided 1 reference.     | 10     |
|                                                                                                                                                                                          |                  | The Bidder has experience with the Hydrostatic Pressure Testing Gas Cylinders and has provided 2 references.    | 20     |
|                                                                                                                                                                                          |                  | 20 The Bidder has experience with the Hydrostatic Pressure Testing Gas Cylinders and has provided 3 references. | 30     |
|                                                                                                                                                                                          |                  | The Bidder has experience with the Hydrostatic Pressure Testing Gas                                             | 40     |

|                                                                                                                                                    |    |                                                                                                                            |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------------------------------|----|
|                                                                                                                                                    |    | Cylinders and has provided 4 references.                                                                                   |    |
|                                                                                                                                                    |    | The Bidder has experience with the Hydrostatic Pressure Testing Gas Cylinders and has provided 5 or more references.       | 50 |
| T2.2. 05: Key Person Experience: Key Person No. 1                                                                                                  |    |                                                                                                                            |    |
| Bidders to submit the Key person CV showing the number of years of relevant experience in the maintenance and servicing of FM200 Detection System. | 25 | Less than 2 years of relevant experience in the maintenance and servicing of Points FM200 Detection System.                | 0  |
|                                                                                                                                                    |    | 2 years and more but less than 4 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 5  |
|                                                                                                                                                    |    | 4 years and more but less than 6 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 10 |
|                                                                                                                                                    |    | 6 years and more but less than 8 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 15 |
|                                                                                                                                                    |    | 8 years and more but less than 10 years of relevant experience in the maintenance and servicing of FM200 Detection System. | 20 |
|                                                                                                                                                    |    | 10 years and more of relevant experience in the maintenance and servicing of FM200 Detection System.                       | 25 |
| T2.2. 06: Key Person Experience: Key Person No. 2                                                                                                  |    |                                                                                                                            |    |
| Bidders to submit the Key person CV showing the                                                                                                    | 25 | Less than 2 years of relevant experience in the                                                                            | 0  |

|                                                                                                    |            |                                                                                                                            |    |
|----------------------------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------|----|
| number of years of relevant experience in the maintenance and servicing of FM200 Detection System. |            | maintenance and servicing of FM200 Detection System.                                                                       |    |
|                                                                                                    |            | 2 years and more but less than 4 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 5  |
|                                                                                                    |            | 4 years and more but less than 6 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 10 |
|                                                                                                    |            | 6 years and more but less than 8 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 15 |
|                                                                                                    |            | 8 years and more but less than 10 years of relevant experience in the maintenance and servicing of FM200 Detection System. | 20 |
|                                                                                                    |            | 10 years and more of relevant experience in the maintenance and servicing of FM200 Detection System.                       | 25 |
|                                                                                                    | <b>100</b> |                                                                                                                            |    |

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

- T2.2-04: Company's Previous Experience
- T2.2-05: Key Person Experience: Key Person No. 1
- T2.2-06: Key Person Experience: Key Person No. 2

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 percentage (linear scale, more suitable for NEC3, ECC (construction related procurement)).

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

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

- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 or 90/10 preference points systems as described in Preferential Procurement Regulations. 80 where the financial value of one or more responsive tenders received have a value equal to or below R50 million, inclusive of all applicable taxes.

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

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

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

- C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - d) has the legal capacity to enter into the contract,
  - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - f) complies with the legal requirements, if any, stated in the tender data and
  - g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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Description of the Works: The provision for pressure testing, temporary replacement, permanent replacement of condemned cylinders, and possible re-filling of the FM200 cylinders for TPL sites for the period of 12 months.

# RETURNABLES

## T2.1 List of Returnable Documents

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

- T2.2-02 **Stage Two: Eligibility Criteria Schedule** - SAQCC (SANS 10139) Accreditation
- T2.2-03 **Stage Two: Eligibility Criteria Schedule** - SAQCC (SANS 14520 and/or SANS 306) Accreditation

### 2.1.2 Stage Three: these schedules will be utilised for evaluation purposes:

- T2.2-04 **Evaluation Schedule:** Company's Previous Experience
- T2.2-05 **Evaluation Schedule:** Key Person No.1 Experience
- T2.2-06 **Evaluation Schedule:** Key Person No.2 Experience CPM 2020 Rev 01

### 2.1.3 Returnable Schedules:

#### General:

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

#### Agreement and Commitment by Tenderer:

- T2.2-11 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-12 Non-Disclosure Agreement
- T2.2-13 RFP Declaration Form
- T2.2-14 RFP – Breach of Law
- T2.2-15 Certificate of Acquaintance with Tender Document
- T2.2-16 Service Provider Integrity Pact
- T2.2-17 Supplier Code of Conduct
- T2.2-18 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

### 1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-19 Insurance provided by the Contractor

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

## 2.3 C1.2 Contract Data

## 2.4 C1.3 Forms of Securities

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

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





Transnet Pipelines

TENDER NUMBER: TPL/2026/06/0401/7497/RFP

Description of the works: The provision for pressure testing, temporary replacement, permanent replacement of condemned cylinders, and possible re-filling of the FM200 cylinders for TPL sites for the period of 12 months.

Mandatory Returnable

**T2.2-02: Eligibility Criteria Schedule - SAQCC (SANS 10139) for design, installation, servicing, and commissioning of fire detection and alarm systems.**

**NAME OF COMPANY:**

\_\_\_\_\_

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

In our capacity as:

\_\_\_\_\_

do hereby certify that (Name)

\_\_\_\_\_

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

\_\_\_\_\_

**Certificate Number:**

\_\_\_\_\_

**A certificate must be attached.**

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of

\_\_\_\_\_ 2024

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



Transnet Pipelines

Tender number: TPL/2026/06/0413/7659/RFP

Description of the works: The provision for pressure testing, temporary replacement, permanent replacement of condemned cylinders, and possible re-filling of the FM200 cylinders for TPL sites for the period of 12 months.

Mandatory Returnable

**T2.2-04: Eligibility Criteria Schedule - SAQCC (SANS 14520 and/or SANS 306) for design, installation, commissioning and servicing of gaseous fire extinguishing systems.**

**NAME OF COMPANY:**

\_\_\_\_\_  
\_\_\_\_\_

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

In our capacity as:

\_\_\_\_\_

do hereby certify that (Name)

\_\_\_\_\_

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

\_\_\_\_\_

**Certificate Number:**

\_\_\_\_\_

**A certificate must be attached.**

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of

\_\_\_\_\_ 2024

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



Evaluation Schedule

## T2.2-04: Evaluation Schedule - Company Previous Experience

Bidders are required to demonstrate competence in comparable projects of comparable size and nature by supplying the following:

- A list of past and/or current comparable projects:
  - Provide company's experience in managing and overseeing the hydrostatic pressure testing process for gaseous fire suppression system cylinders (excluding handheld and wheeled portable fire extinguisher cylinders) through an accredited pressure testing facility.
- Sufficient references to substantiate experience indicated (Company's Reference Letters, Completion Certificates, Proof of Contracts, or P. Os)

### Judgement Prompts for scoring on Company Previous Experience. (Weighting: 50)

Key for scoring on Company Previous Experience. (Weighting: 50)

|                                    |      |                                                                                                                      |    |
|------------------------------------|------|----------------------------------------------------------------------------------------------------------------------|----|
| <b>Company Previous Experience</b> | 0%   | The Bidder did not submit the required information to determine the score.                                           | 0  |
|                                    | 20%  | The Bidder has experience with the Hydrostatic Pressure Testing Gas Cylinders and has provided 1 reference.          | 10 |
|                                    | 40%  | The Bidder has experience with the Hydrostatic Pressure Testing Gas Cylinders and has provided 2 references.         | 20 |
|                                    | 60%  | The Bidder has experience with the Hydrostatic Pressure Testing Gas Cylinders and has provided 3 references.         | 30 |
|                                    | 80%  | The Bidder has experience with the Hydrostatic Pressure Testing Gas Cylinders and has provided 4 references.         | 40 |
|                                    | 100% | The Bidder has experience with the Hydrostatic Pressure Testing Gas Cylinders and has provided 5 or more references. | 50 |

**NOTE:** Bidders are required to complete the following template to provide the required references. Bidders should understand that a single completed template will be used to reference only one single work experience, accompanied by independent documentary evidence to certify the bidder's role in the execution of the projects, documents such as Company's Reference Letters, Completion Certificates, Proof of Contracts, or P.Os.

***Failure to provide such independent documentation will result in any associated project-related experience being disregarded for evaluation purposes.***



| PROJECT RELATED EXPERIENCE                                                                                                                                                                                                                                                                                                                                                                                    |       |                |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------|----------------|
| <b>Name of company responsible for executing work or rendering the service</b>                                                                                                                                                                                                                                                                                                                                |       |                |                |
| <b>Project Title:</b>                                                                                                                                                                                                                                                                                                                                                                                         |       |                |                |
| <b>Client Organisation Name:</b>                                                                                                                                                                                                                                                                                                                                                                              |       |                |                |
| <b>Brief Project Description</b>                                                                                                                                                                                                                                                                                                                                                                              |       |                |                |
|                                                                                                                                                                                                                                                                                                                                                                                                               |       |                |                |
|                                                                                                                                                                                                                                                                                                                                                                                                               |       |                |                |
|                                                                                                                                                                                                                                                                                                                                                                                                               |       |                |                |
|                                                                                                                                                                                                                                                                                                                                                                                                               |       |                |                |
| <b>Client Contact Person:</b>                                                                                                                                                                                                                                                                                                                                                                                 | Name: | Telephone No.: | Email address: |
|                                                                                                                                                                                                                                                                                                                                                                                                               |       |                |                |
| <b>Fee Value (ZAR excl. VAT)</b>                                                                                                                                                                                                                                                                                                                                                                              |       |                |                |
| <b>Capital Cost of Project (ZAR excl. VAT)</b>                                                                                                                                                                                                                                                                                                                                                                |       |                |                |
| <p><b>NOTE:</b> Independent documentary evidence to certify the Respondent's role in the execution of the projects submitted under this Returnable Schedule, to include Company's Reference Letters, Completion Certificates, Proof of Contracts, or P.O. Failure to submit such documentary evidence will result in any associated project-related experience being disregarded for evaluation purposes.</p> |       |                |                |



Evaluation Schedule

## T2.2-05: Evaluation Schedule - Key Person Number 1 Experience

Bidders to submit the Curriculum Vitae (CV) of Key Person Number 1 showing the number of relevant experience.

### Judgement Prompts for scoring on Key Personnel Number 1 Experience. (Weighting: 25)

Key for scoring on Key Personnel Number 1 Experience. (Weighting: 25)

|                                            |      |                                                                                                                            |    |
|--------------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------|----|
| <b>Company<br/>Previous<br/>Experience</b> | 0%   | Less than 2 years of relevant experience in the maintenance and servicing of FM200 Detection System.                       | 0  |
|                                            | 20%  | 2 years and more but less than 4 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 5  |
|                                            | 40%  | 4 years and more but less than 6 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 10 |
|                                            | 60%  | 6 years and more but less than 8 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 15 |
|                                            | 80%  | 8 years and more but less than 10 years of relevant experience in the maintenance and servicing of FM200 Detection System. | 20 |
|                                            | 100% | 10 years and more of relevant experience in the maintenance and servicing of FM200 Detection System                        | 25 |

Transnet Pipelines

Tender Number: TPL/2026/06/0413/7659/RFP

Description of the Works: The provision for pressure testing, temporary replacement, permanent replacement of condemned cylinders, and "as and when" re-filling of the FM200 cylinders for TPL sites for the period of 12 months.



## Evaluation Schedule

### T2.2-06: Evaluation Schedule - Key Person Number 2 Experience

Bidders to submit the Curriculum Vitae (CV) of Key Person Number 2 showing the number of relevant experience.

#### Judgement Prompts for scoring on Key Personnel Number 2 Experience. (Weighting: 25)

Key for scoring on Key Personnel Number 2 Experience. (Weighting: 25)

|                                    |      |                                                                                                                            |    |
|------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------|----|
| <b>Company Previous Experience</b> | 0%   | Less than 2 years of relevant experience in the maintenance and servicing of FM200 Detection System.                       | 0  |
|                                    | 20%  | 2 years and more but less than 4 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 5  |
|                                    | 40%  | 4 years and more but less than 6 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 10 |
|                                    | 60%  | 6 years and more but less than 8 years of relevant experience in the maintenance and servicing of FM200 Detection System.  | 15 |
|                                    | 80%  | 8 years and more but less than 10 years of relevant experience in the maintenance and servicing of FM200 Detection System. | 20 |
|                                    | 100% | 10 years and more of relevant experience in the maintenance and servicing of FM200 Detection System                        | 25 |

## T2.2-07: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position Chairman of the Board of Directors

**B. Certificate for Partnership**

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_ acting in the capacity of \_\_\_\_\_, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

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

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



### C. Certificate for Joint Venture

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

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

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

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

### D. Certificate for Sole Proprietor

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_ Sole Proprietor

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

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

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

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

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

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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



## T2.2-11: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

| Name | Identity number | Personal income tax number |
|------|-----------------|----------------------------|
|      |                 |                            |
|      |                 |                            |
|      |                 |                            |

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

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

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

|                 |       |          |       |
|-----------------|-------|----------|-------|
| Signed          | _____ | Date     | _____ |
| Name            | _____ |          |       |
|                 |       | Position | _____ |
| Enterprise name | _____ |          |       |

**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

|                                                          | <b>POINTS</b> |
|----------------------------------------------------------|---------------|
| <b>PRICE</b>                                             | <b>80</b>     |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>               | <b>20</b>     |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b>    |

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20



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

Where

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

$P_t$  = Comparative price of bid under consideration

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

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1                                  | 10                              | 20                              |
| 2                                  | 9                               | 18                              |
| 3                                  | 6                               | 14                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |
| 6                                  | 3                               | 6                               |
| 7                                  | 2                               | 4                               |
| 8                                  | 1                               | 2                               |
| Non-compliant contributor          | 0                               | 0                               |

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

| Enterprise             | B-BBEE Certificate & Sworn Affidavit                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Large</b>           | Certificate issued by SANAS accredited verification agency                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>QSE</b>             | Certificate issued by SANAS accredited verification agency<br>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)<br>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .] |
| <b>EME<sup>1</sup></b> | Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership                                                                                                                                                                                                                                                                                                                                                         |

<sup>1</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by

|  |                                                                                                                                                                                                                            |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p> |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

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.

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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



## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service provider
- ☐ Other Service providers, e.g. transporter, etc.

[ TICK APPLICABLE BOX ]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

**SBD4**

## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

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

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

### **2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

| <b>Full Name</b> | <b>Identity Number</b> | <b>Name of institution</b> | <b>State</b> |
|------------------|------------------------|----------------------------|--------------|
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |
|                  |                        |                            |              |

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

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process

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

except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

|           |                |
|-----------|----------------|
| .....     | .....          |
| Signature | Date           |
| .....     | .....          |
| Position  | Name of bidder |





## **T2.2-16 NON-DISCLOSURE AGREEMENT**

**[..... 2026]**

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

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

**TRANSNET SOC LTD**

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

**and**

.....  
 .....

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

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.

- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **3. RECORDS AND RETURN OF INFORMATION**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

#### **4. ANNOUNCEMENTS**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

#### **5. DURATION**

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

#### **6. PRINCIPAL**

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

#### **7. ADEQUACY OF DAMAGES**

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

#### **8. PRIVACY AND DATA PROTECTION**

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

#### **9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## T2.2-13: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: [Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-18 "Service Provider Integrity Pact".

|                                                              |
|--------------------------------------------------------------|
| For and on behalf of<br><br>.....<br>duly authorised thereto |
| Name:                                                        |
| Signature:                                                   |
| Date:                                                        |

### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.



Transnet Pipelines

Tender No: TPL/2026/06/0413/7659/RFP

Description of the Works: The provision for pressure testing, temporary replacement, permanent replacement of condemned cylinders, and possible re-filling of the FM200 cylinders for TPL sites for the period of 12 months.

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

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

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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



## **T2.2-15 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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



Transnet Pipelines

Tender Number: TPL/2026/06/0413/7659/RFP

Description of the Services: The provision for pressure testing, temporary replacement, permanent replacement of condemned cylinders, and possible re-filling of the FM200 cylinders for TPL sites for the period of 12 months.

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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SIGNATURE OF TENDERER



## **T2.2-16 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through

which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

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

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights,

Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

#### **4 INDEPENDENT TENDERING**

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

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

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However



communication between partners in a joint venture or consortium will not be construed as collusive tendering.

- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 5 DISQUALIFICATION FROM TENDERING PROCESS

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

- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

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

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

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



## **7 PREVIOUS TRANSGRESSIONS**

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

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or

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

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

## 10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
  - Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
  - 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
  - Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

## 11 GENERAL

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

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

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

---

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

Signature .....

Date .....

## **T2.2-17: Supplier Code of Conduct**

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

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

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

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

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

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

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

- 
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).
2. Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
  - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).
3. Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.
- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
    - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
    - Collusion;
    - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
    - Corrupt activities listed above; and
    - Harassment, intimidation or other aggressive actions towards Transnet employees.
  - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
  - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



### Conflicts of Interest

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

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

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

I, \_\_\_\_\_ of \_\_\_\_\_  
(insert name of Director or as per Authority (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



## **T2.2-18 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.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (... insert name of Tenderer) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 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 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 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.

**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.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**XXXXX (Pty) Ltd**

(Operator)

Authorised signatory for and on behalf of Xxxx (Pty) Ltd who warrants that he/she is duly authorised to sign this Agreement.

#### AS WITNESSES:

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Description of the Services: The provision for pressure testing, temporary replacement, permanent replacement of condemned cylinders, and possible re-filling of the FM200 cylinders for TPL sites for the period of 12 months.

## T2.2-19: Insurance provided by the *Consultant*

Clause 81.1 in NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013) requires that the *Consultant* 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 *Consultant* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

| Insurance against<br>(See clause 81.1 of the PSC)                                                                                                                                                            | Minimum amount stated in<br>the Contract Data & Name<br>of Insurance Company                                          | Cover | Premium |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-------|---------|
| Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>         | The amount stated in the Contract Data                                                                                |       |         |
| Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i> | The amount stated in the Contract Data for any one event                                                              |       |         |
| Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract                                          | The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event |       |         |
| (Other)                                                                                                                                                                                                      |                                                                                                                       |       |         |
|                                                                                                                                                                                                              |                                                                                                                       |       |         |
|                                                                                                                                                                                                              |                                                                                                                       |       |         |

# CONTRACT DATA



Transnet Pipelines

Tender Number: TPL/2026/06/0413/7659/RFP

Description of the Service: Provision for Pressure Testing, Temporary Replacement, Permanent Replacement of Condemned Cylinders, and Possible Re-Filling of the FM200 Cylinders for TPL Sites for the Period of Twelve (12) Months.

## 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:

### **Provision for Pressure Testing, Temporary Replacement, Permanent Replacement of Condemned Cylinders, and Possible Re-Filling of the FM200 Cylinders for TPL Sites for the Period of Twelve (12) Months.**

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:



Transnet Pipelines

Tender Number: TPL/2026/06/0413/7659/RFP

Description of the Service: Provision for Pressure Testing, Temporary Replacement, Permanent Replacement of Condemned Cylinders, and Possible Re-Filling of the FM200 Cylinders for TPL Sites for the Period of Twelve (12) Months.

## Acceptance

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

The terms of the contract, are contained in:

|         |                                                                                  |
|---------|----------------------------------------------------------------------------------|
| Part C1 | Agreements and Contract Data, (which includes this Form of Offer and Acceptance) |
| Part C2 | Pricing Data                                                                     |
| Part C3 | Scope of Work: Service Information                                               |

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date





Transnet Pipelines

Tender Number: TPL/2026/06/0413/7659/RFP

Description of the Service: Provision for Pressure Testing, Temporary Replacement, Permanent Replacement of Condemedned Cylinders, and Possible Re-Filling of the FM200 Cylinders for TPL Sites for the Period of Twelve (12) Months.

## Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4.  |         |         |

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

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

|                             | For the tenderer: | For the Employer: | For the Employer:                                               |
|-----------------------------|-------------------|-------------------|-----------------------------------------------------------------|
| Signature                   |                   |                   |                                                                 |
| Name                        |                   |                   |                                                                 |
| Capacity                    |                   |                   |                                                                 |
| On behalf of                |                   |                   | Transnet Pipelines<br>202 Anton Lembede<br>Street, Durban, 4001 |
| Name & signature of witness |                   |                   |                                                                 |
| Date                        |                   |                   |                                                                 |

Transnet Pipelines

Tender Number: TPL/2026/06/0413/7659/RFP

Description of the Service: Provision for Pressure Testing, Temporary Replacement, Permanent Replacement of Condemned Cylinders, and Possible Re-Filling of the FM200 Cylinders for TPL Sites for the Period of Twelve (12) Months.

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

| Clause   | Statement                                                                               | Data                                                           |
|----------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>1</b> | <b>General</b>                                                                          |                                                                |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: |                                                                |
|          |                                                                                         | <b>A: Priced contract with price list</b>                      |
|          | dispute resolution Option                                                               | <b>W1: Dispute resolution procedure</b>                        |
|          | and secondary Options                                                                   |                                                                |
|          |                                                                                         | <b>X2 Changes in the law</b>                                   |
|          |                                                                                         | <b>X17: Low service damages</b>                                |
|          |                                                                                         | <b>X18: Limitation of liability</b>                            |
|          |                                                                                         | <b>Z: <i>Additional conditions of contract</i></b>             |
|          | of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)    | <b>Z1: Obligations in respect of Termination</b>               |
|          |                                                                                         | <b>Z2: Right Reserved by the Employer to Conduct screening</b> |
|          |                                                                                         | <b>Z3: Delay Damages</b>                                       |
|          |                                                                                         | <b>Z4: Protection of Personal Information Act</b>              |
| 10.1     | The <i>Employer</i> is:                                                                 | <b>Transnet SOC Ltd</b>                                        |

Transnet Pipelines

Tender Number: TPL/2026/06/0413/7659/RFP

Description of the Service: Provision for Pressure Testing, Temporary Replacement, Permanent Replacement of Condemned Cylinders, and Possible Re-Filling of the FM200 Cylinders for TPL Sites for the Period of Twelve (12) Months.

|          |                                                                              |                                                                                                                                                                                                                |
|----------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Address                                                                      | Registered address:<br><b>Transnet Corporate Centre<br/>138 Eloff Street<br/>Braamfontein<br/>Johannesburg<br/>2000</b>                                                                                        |
|          | Having elected its Contractual Address for the purposes of this contract as: | <b>Transnet Pipelines<br/>202 Anton Lembede Street<br/>Durban<br/>4001</b>                                                                                                                                     |
|          | Tel No.                                                                      | <b>TBA</b>                                                                                                                                                                                                     |
| 10.1     | The <i>Service Manager</i> is (name):                                        | <b>TBA</b>                                                                                                                                                                                                     |
|          | Address                                                                      | <b>Transnet Pipelines<br/>202 Anton Lembede Street<br/>Durban<br/>4001</b>                                                                                                                                     |
|          | Tel                                                                          | <b>TBA</b>                                                                                                                                                                                                     |
|          | e-mail                                                                       | <b>TBA</b>                                                                                                                                                                                                     |
| 11.2(2)  | The Affected Property is                                                     | <b>Various Transnet Pipelines Facilities.</b>                                                                                                                                                                  |
| 11.2(13) | The <i>service</i> is                                                        | <b>Provision for Pressure Testing, Temporary Replacement, Permanent Replacement of Condemned Cylinders, and Possible Re-Filling of the FM200 Cylinders for TPL Sites for the Period of Twelve (12) Months.</b> |
| 11.2(14) | The following matters will be included in the Risk Register                  | <b>1. Delays in turnaround times, replacement cylinder availability, or FM200 agent supply, impacting project completion and restoration of fire protection system.</b>                                        |
| 11.2(15) | The Service Information is in                                                | <b>Part C3.</b>                                                                                                                                                                                                |
| 12.2     | The <i>law of the contract</i> is the law of                                 | <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>                                                                                                                 |
| 13.1     | The <i>language of this contract</i> is                                      | <b>English</b>                                                                                                                                                                                                 |
| 13.3     | The <i>period for reply</i> is                                               | <b>2 weeks</b>                                                                                                                                                                                                 |
| <b>2</b> | <b>The <i>Contractor's</i> main responsibilities</b>                         | <b>(If the optional statement for this section is not used, no data will be required for this section)</b>                                                                                                     |

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Description of the Service: Provision for Pressure Testing, Temporary Replacement, Permanent Replacement of Condemned Cylinders, and Possible Re-Filling of the FM200 Cylinders for TPL Sites for the Period of Twelve (12) Months.

|          |                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                       |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 21.1     | The <i>Contractor</i> submits a first plan for acceptance within                                                                                                                                                                                                                                                    | <b>2 weeks of the Contract Date</b>                                                                                                                                                                   |
| <b>3</b> | <b>Time</b>                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                       |
| 30.1     | The <i>starting date</i> is.                                                                                                                                                                                                                                                                                        | <b>TBA</b>                                                                                                                                                                                            |
| 30.1     | The <i>service period</i> is                                                                                                                                                                                                                                                                                        | <b>TBA</b>                                                                                                                                                                                            |
| <b>4</b> | <b>Testing and defects</b>                                                                                                                                                                                                                                                                                          | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                                          |
| <b>5</b> | <b>Payment</b>                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                       |
| 50.1     | The <i>assessment interval</i> is                                                                                                                                                                                                                                                                                   | <b>18<sup>th</sup> (Eighteenth) day of each successive month.</b>                                                                                                                                     |
| 51.1     | The <i>currency of this contract</i> is the                                                                                                                                                                                                                                                                         | <b>South African Rand.</b>                                                                                                                                                                            |
| 51.2     | The period within which payments are made is                                                                                                                                                                                                                                                                        | <b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>                                              |
| 51.4     | The <i>interest rate</i> is                                                                                                                                                                                                                                                                                         | <b>The prime lending rate of the Rand Merchant Bank South Africa.</b>                                                                                                                                 |
| <b>6</b> | <b>Compensation events</b>                                                                                                                                                                                                                                                                                          | <b>No additional data is required for this section of the conditions of contract.</b>                                                                                                                 |
| <b>7</b> | <b>Use of Equipment Plant and Materials</b>                                                                                                                                                                                                                                                                         | <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>                                                                                                          |
| <b>8</b> | <b>Risks and insurance</b>                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                       |
| 80.1     | These are additional <i>Employers</i> risks                                                                                                                                                                                                                                                                         | <b>None</b>                                                                                                                                                                                           |
| 83.1     | The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is: | <b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>                                                                                              |
| 83.1     | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:                                                                              | <b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b> |

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Description of the Service: Provision for Pressure Testing, Temporary Replacement, Permanent Replacement of Condemned Cylinders, and Possible Re-Filling of the FM200 Cylinders for TPL Sites for the Period of Twelve (12) Months.

|           |                                                                                                                                                                                                             |                                                                                                                                                                                                                     |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 83.1      | Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000 |                                                                                                                                                                                                                     |
| 83.1      | The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:                                                    | <b>The Total of the Prices.</b>                                                                                                                                                                                     |
| 83.1      | For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:                                                             | <b>The Total of the Prices.</b>                                                                                                                                                                                     |
| 83.1      | The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:                             | <b>The Total of the Prices.</b>                                                                                                                                                                                     |
| <b>9</b>  | <b>Termination</b>                                                                                                                                                                                          | <b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>                                                                                                                    |
| <b>10</b> | <b>Data for main Option clause</b>                                                                                                                                                                          |                                                                                                                                                                                                                     |
| <b>A</b>  | <b>Priced contract with price list</b>                                                                                                                                                                      |                                                                                                                                                                                                                     |
| 20.5      | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than                                                                   | <b>4 weeks.</b>                                                                                                                                                                                                     |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                                                   |                                                                                                                                                                                                                     |
| W1.1      | The <i>Adjudicator</i> is (Name)                                                                                                                                                                            | <b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b> |
| W1.2(3)   | The <i>Adjudicator nominating body</i> is:<br><br>If no <i>Adjudicator nominating body</i> is entered, it is                                                                                                | <b>The Association of Arbitrators (Southern Africa)</b>                                                                                                                                                             |
| W1.4(2)   | The <i>tribunal</i> is:                                                                                                                                                                                     | <b>Arbitration</b>                                                                                                                                                                                                  |
| W1.4(5)   | The <i>arbitration procedure</i> is                                                                                                                                                                         | <b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>                                                                                                                |
|           | The place where arbitration is to be held is                                                                                                                                                                | <b>Durban</b>                                                                                                                                                                                                       |

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The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

**The Chairman of the Association of Arbitrators (Southern Africa)**

## **12 Data for secondary Option clauses**

**X2 Changes in the law** **No additional data is required for this Option**

### **X17 Low service damages**

X17.1 The *service level table* is

| Details                    | Amount  |
|----------------------------|---------|
| Sub - standard Maintenance | R30 000 |

**The Contractor will be liable for the total value of damages caused by negligence or poor workmanship**

### **X18 Limitation of liability**

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to

**Nil.**

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to

**The deductible of the relevant insurance policy**

X18.3 The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to

**The cost of correcting the defect.**

X18.4 The *Contractor's* total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

**Total of the Prices.**

X18.5 The *end of liability date* is

**3 years after the end of the *service period*.**

## **Z Additional conditions of contract**

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| <b>Z1 Obligations in respect of Termination</b>               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z1.1                                                          | <p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Z1.2 Termination Table                                        | <p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Z1.3                                                          | <p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Z2 Right Reserved by the Employer to Conduct screening</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Z2.1                                                          | <p>The Employer will conduct screening for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <p>The following documents are needed from the company:-</p> <ol style="list-style-type: none"> <li>1. Company registration number.</li> <li>2. CIPC registration.</li> <li>3. Company TAX clearance TCS Pin.</li> <li>4. Copies of ID of directors.</li> <li>5. Fingerprints of directors (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted.</li> <li>6. Copies of ID of employees who will be working on site.</li> <li>7. Fingerprint of employees who will be working on site (Use SAP 91) to be found at local SAPS. Original fingerprints must be submitted.</li> <li>8. The contractor must make a copy of the extra Departmental documents and take it to SAPS which prevents them from paying.</li> </ol> <p>In the event the Contractor is not cleared, the Employer will terminate the contract forthwith.</p> |

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### **Z3      Delay Damages**

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- |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z3.1 | <p>In the event the Contractor fails to deliver the service within the defined parameters and provided that the cause of the delay was not due to a fault by Transnet, penalties shall be imposed as follows:</p> <ul style="list-style-type: none"> <li>• Each cylinder has a turnaround time of not more than 2 weeks from the time it is removed from TPL Sites, otherwise, the service provider will be subjected to a penalty fee of R 2000 per day.</li> </ul> |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
- 

### **Z4      Protection of Personal Information Act**

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- |      |                                                                                                                                                                                                               |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Z4.1 | <p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act</p> |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
-





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Description of the Service: Provision for Pressure Testing, Temporal Replacement, Permanent Replacement of  
 Condemned Cylinders, and Possible Re-Filling of the FM200 Cylinders for TPL Sites for the Period of Twelve (12)  
 Months.

## C1.2 Contract Data

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

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

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

| Clause   | Statement                                                                             | Data                 |
|----------|---------------------------------------------------------------------------------------|----------------------|
| 10.1     | The <i>Contractor</i> is (Name):<br><br>Address<br><br>Tel No.<br><br>Fax No.         |                      |
| 11.2(8)  | The <i>direct fee percentage</i> is<br><br>The <i>subcontracted fee percentage</i> is | .....%<br><br>.....% |
| 11.2(14) | The following matters will be included in the Risk Register                           | .....                |
| 11.2(15) | The Service Information for the <i>Contractor's</i> plan is in:                       | .....                |
| 21.1     | The plan identified in the Contract Data is contained in:                             | .....                |
| 24.1     | The key persons are:                                                                  |                      |
|          | 1 Name:                                                                               | .....                |
|          | Job:                                                                                  | .....                |
|          | Responsibilities:                                                                     | .....                |
|          | Qualifications:                                                                       | .....                |
|          | Experience:                                                                           | .....                |
|          | 2 Name:                                                                               | .....                |
|          | Job                                                                                   | .....                |
|          | Responsibilities:                                                                     | .....                |
|          | Qualifications:                                                                       | .....                |
|          | Experience:                                                                           | .....                |



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.....

**CV's (and further key person's data including CVs) are in .....**

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

## PART C2: PRICING DATA

| Document reference | Title: The provision for pressure testing, temporary replacement, permanent replacement of condemned cylinders, and "as and when" re-filling of the fm200 cylinders for TPL sites for the period of 12 months | No of pages |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| C2.1               | Pricing instructions: Option A                                                                                                                                                                                | 1           |
| C2.2               | Price List                                                                                                                                                                                                    | 4           |



## C2.1 Pricing instructions: Option A

### 1.1 The conditions of contract

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

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

Identified 11  
and defined  
terms

11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

### 1.3 Measurement and Payment

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**

1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.



## C2.2 Price List

### Section One:

| ITEM NO.   | SCOPE REFERENCE | DESCRIPTION                                                 | UNIT | QUANTITY | RATE | AMOUNT   |
|------------|-----------------|-------------------------------------------------------------|------|----------|------|----------|
| <b>1.0</b> |                 | <b>SECTION A: HSE FILE</b>                                  |      |          |      |          |
| 1.1        | 6.3             | Contractor Compliance File                                  | Ea.  | 1        | R    | R        |
|            |                 | <b>Sub Total Section 1.0</b>                                |      |          |      | <b>R</b> |
| <b>2.0</b> |                 | <b>SECTION B: DURBAN CLUSTER FM200 CYLINDERS TESTING</b>    |      |          |      |          |
| 2.1        | Annexure A1     | Hillcrest                                                   | Ea.  | 1        | R    | R        |
| 2.2        | Annexure A1     | Durban OPS                                                  | Ea.  | 3        | R    | R        |
| 2.3        | Annexure A1     | Duzi                                                        | Ea.  | 6        | R    | R        |
| 2.4        | Annexure A1     | Howick                                                      | Ea.  | 1        | R    | R        |
| 2.5        | Annexure A1     | Mooi River                                                  | Ea.  | 5        | R    | R        |
| 2.6        | Annexure A1     | Hilltop                                                     | Ea.  | 25       | R    | R        |
| 2.7        | Annexure A1     | Island View                                                 | Ea.  | 19       | R    | R        |
| 2.8        | Annexure A1     | Twini                                                       | Ea.  | 18       | R    | R        |
| 2.9        | Annexure A1     | Pinetown Workshop                                           | Ea.  | 3        | R    | R        |
| 2.10       | Annexure A1     | TPL Head Office                                             | Ea.  | 3        | R    | R        |
| 2.11       | Annexure A1     | NOC                                                         | Ea.  | 21       | R    | R        |
|            |                 | <b>Sub Total Section 2.0</b>                                |      |          |      | <b>R</b> |
| <b>3.0</b> |                 | <b>SECTION C: LADYSMITH CLUSTER FM200 CYLINDERS TESTING</b> |      |          |      |          |
| 3.1        | Annexure A2     | Ladysmith OPS                                               | Ea.  | 2        | R    | R        |
| 3.2        | Annexure A2     | Fort Mistake                                                | Ea.  | 5        | R    | R        |
| 3.3        | Annexure A2     | Newcastle                                                   | Ea.  | 2        | R    | R        |
| 3.4        | Annexure A2     | Quaggasnek                                                  | Ea.  | 1        | R    | R        |
| 3.5        | Annexure A2     | Mnambithi                                                   | Ea.  | 20       | R    | R        |
| 3.6        | Annexure A2     | warden                                                      | Ea.  | 4        | R    | R        |
|            |                 | <b>Sub Total Section 3.0</b>                                |      |          |      | <b>R</b> |
| <b>4.0</b> |                 | <b>SECTION D: NORTH REGION FM200 CYLINDERS TESTING</b>      |      |          |      |          |
| 4.1        | Annexure A3     | Airport                                                     | Ea.  | 3        | R    | R        |
| 4.2        | Annexure A3     | Alrode OPS                                                  | Ea.  | 5        | R    | R        |
| 4.3        | Annexure A3     | Coalbrook                                                   | Ea.  | 3        | R    | R        |
| 4.4        | Annexure A3     | Kendal                                                      | Ea.  | 1        | R    | R        |
| 4.5        | Annexure A3     | Kroonstad                                                   | Ea.  | 1        | R    | R        |
| 4.6        | Annexure A3     | Langlaagte                                                  | Ea.  | 3        | R    | R        |



|      |             |                                                      |     |    |   |          |
|------|-------------|------------------------------------------------------|-----|----|---|----------|
| 4.7  | Annexure A3 | Meyerton                                             | Ea. | 5  | R | R        |
| 4.8  | Annexure A3 | Rustenburg                                           | Ea. | 5  | R | R        |
| 4.9  | Annexure A3 | Sasolburg                                            | Ea. | 2  | R | R        |
| 4.10 | Annexure A3 | Secunda                                              | Ea. | 7  | R | R        |
| 4.11 | Annexure A3 | Tarlton IRP                                          | Ea. | 2  | R | R        |
| 4.12 | Annexure A3 | Tarlton OPS                                          | Ea. | 6  | R | R        |
| 4.13 | Annexure A3 | Witbank OPS                                          | Ea. | 4  | R | R        |
| 4.14 | Annexure A3 | Villiers                                             | Ea. | 5  | R | R        |
| 4.15 | Annexure A3 | Jameson Park                                         | Ea. | 43 | R | R        |
|      |             |                                                      |     |    |   |          |
|      |             | <b>Sub Total Section 4.0</b>                         |     |    |   | <b>R</b> |
| 5.0  |             | <b>SECTION E: TRAVEL FOR SERVICING ALL TPL SITES</b> |     |    |   |          |
| 5.1  | Table 1     | Travel                                               | km  | 1  | R | R        |
|      |             |                                                      |     |    |   |          |
|      |             | <b>Sub Total Section 5.0</b>                         |     |    |   | <b>R</b> |
|      |             |                                                      |     |    |   |          |

The total of the Prices (All-Sections 1-5)

R

## Section Two : Shorter Schedule of Cost Components – Rates Only



| ITEM NO. | SCOPE REFERENCE                                                                                                              | DESCRIPTION                              | UNIT | QUANTITY | RATE |
|----------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------|----------|------|
|          |                                                                                                                              |                                          |      |          |      |
| 1.0      | <b>SECTION B: RATES FOR PRESSURE TESTING CYLINDERS INCLUDING LABELLING AND CERTIFICATION, DECANTING, AND RE-INSTALLATION</b> |                                          |      |          |      |
| 1.1      | 5.1 & Annexure A1                                                                                                            | Cylinders (0.5 - 300L)                   | Ea.  | 1        | R    |
|          |                                                                                                                              |                                          |      |          |      |
| 2.0      | <b>SECTION C: RATE FOR RE-FILLING OF FM200 GAS (HFC227ea) PER KG</b>                                                         |                                          |      |          |      |
| 2.1      | 5.1 & Annexure A1                                                                                                            | Re-filling rate per Kg                   | Kg   | 1        | R    |
|          |                                                                                                                              |                                          |      |          |      |
| 3.0      | <b>SECTION D: RATES FOR TEMPORAL REPLACEMENT OF CYLINDERS WITH GAS</b>                                                       |                                          |      |          |      |
| 3.1      | 5.1 & Annexure A1                                                                                                            | Extra Small Cylinders (0.5 - 25L)        | Day  | 1        | R    |
| 3.2      | 5.1 & Annexure A1                                                                                                            | Small Cylinders (25 - 50L)               | Day  | 1        | R    |
| 3.3      | 5.1 & Annexure A1                                                                                                            | Medium Cylinders (50 - 75L)              | Day  | 1        | R    |
| 3.4      | 5.1 & Annexure A1                                                                                                            | Large Cylinders (75 - 100L)              | Day  | 1        | R    |
| 3.5      | 5.1 & Annexure A1                                                                                                            | Extra Large Cylinders (100 - 125L)       | Day  | 1        | R    |
| 3.6      | 5.1 & Annexure A1                                                                                                            | Extra Extra-Large Cylinders (125 - 150L) | Day  | 1        | R    |
| 3.7      | 5.1 & Annexure A1                                                                                                            | Extra Extra-Large Cylinders (150 - 175L) | Day  | 1        | R    |
| 3.8      | 5.1 & Annexure A1                                                                                                            | Extra Extra-Large Cylinders (175 - 200L) | Day  | 1        | R    |
| 3.9      | 5.1 & Annexure A1                                                                                                            | Extra Extra-Large Cylinders (200 - 225L) | Day  | 1        | R    |



|      |                                                                                                                         |                                          |     |   |   |
|------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----|---|---|
| 3.10 | 5.1 & Annexure A1                                                                                                       | Extra Extra-Large Cylinders (225 - 250L) | Day | 1 | R |
| 3.11 | 5.1 & Annexure A1                                                                                                       | Extra Extra-Large Cylinders (250 - 275L) | Day | 1 | R |
| 3.12 | 5.1 & Annexure A1                                                                                                       | Extra Extra-Large Cylinders (275 - 300L) | Day | 1 | R |
|      |                                                                                                                         |                                          |     |   |   |
| 4.0  | <b>SECTION E: RATE FOR PERMANENT REPLACEMENT OF FAILED OR CONDEMNED CYLINDERS INCLUDING CERTIFICATION AND LABELLING</b> |                                          |     |   |   |
| 4.1  | 5.1 & Annexure A1                                                                                                       | Extra Small Cylinders (0.5 - 25L)        | Ea. | 1 | R |
| 3.2  | 5.1 & Annexure A1                                                                                                       | Small Cylinders (25 - 50L)               | Ea. | 1 | R |
| 4.3  | 5.1 & Annexure A1                                                                                                       | Medium Cylinders (50 - 75L)              | Ea. | 1 | R |
| 4.4  | 5.1 & Annexure A1                                                                                                       | Large Cylinders (75 - 100L)              | Ea. | 1 | R |
| 4.5  | 5.1 & Annexure A1                                                                                                       | Extra Large Cylinders (100 - 125L)       | Ea. | 1 | R |
| 4.6  | 5.1 & Annexure A1                                                                                                       | Extra Extra-Large Cylinders (125 - 150L) | Ea. | 1 | R |
| 4.7  | 5.1 & Annexure A1                                                                                                       | Extra Extra-Large Cylinders (150 - 175L) | Ea. | 1 | R |
| 4.8  | 5.1 & Annexure A1                                                                                                       | Extra Extra-Large Cylinders (175 - 200L) | Ea. | 1 | R |
| 4.9  | 5.1 & Annexure A1                                                                                                       | Extra Extra-Large Cylinders (200 - 225L) | Ea. | 1 | R |
| 4.10 | 5.1 & Annexure A1                                                                                                       | Extra Extra Large Cylinders (225 - 250L) | Ea. | 1 | R |
| 4.11 | 5.1 & Annexure A1                                                                                                       | Extra Extra-Large Cylinders (250 - 275L) | Ea. | 1 | R |
| 4.12 | 5.1 & Annexure A1                                                                                                       | Extra Extra-Large Cylinders (275 - 300L) | Ea. | 1 | R |
|      |                                                                                                                         |                                          |     |   |   |
|      |                                                                                                                         |                                          |     |   |   |
|      |                                                                                                                         |                                          |     |   |   |



Document Title:

## **SERVICE INFORMATION**

Project Title:

**THE PROVISION FOR PRESSURE TESTING, TEMPORARY REPLACEMENT, PERMANENT REPLACEMENT OF CONDEMNED CYLINDERS, AND “AS AND WHEN” RE-FILLING OF THE FM200 CYLINDERS FOR TPL SITES FOR THE PERIOD OF 12 MONTHS**

**REVISION 01: FOR APPROVAL**

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## **1. INTRODUCTION**

- 1.1 Transnet Pipelines (TPL), a division of Transnet SOC Ltd, provides strategic pipeline infrastructure, with associated world class pipeline logistics, for the petroleum and gas industries of South Africa. This is done in partnership with our customers and stakeholders thereby assuring the African sustainable development imperative. Established in 1965, TPL owns, maintains, and operates a network of 3 114 km of high-pressure petroleum and gas pipelines. The pipeline transverses five different provinces (Kwa-Zulu Natal, Gauteng, Northwest, Free States and Mpumalanga) ensuring security of supply of petroleum products into the inland market.

## **2. PROJECT BACKGROUND**

- 2.1 This document outlines the scope of work for the testing of FM200 fire suppression system cylinders across various Transnet Pipelines sites. The work involves a significant labour component, and Table 1 below is the list for all the locations and the corresponding site addresses where the cylinders will be collected and returned to. The scope includes a series of inspections, tests, and the preparation of supporting documentation to verify that all cylinders comply with applicable safety regulations and the requirements of SANS 18119:2024. A comprehensive inventory of the FM200 cylinders requiring testing is provided in Annexures A1, A2, and A3, attached to this document.

## **3. OBJECTIVES**

The primary objective of the scope of works is to perform the following activities on FM200 cylinders:

- 3.1 Disconnect the FM200 cylinder from TPL facility and take it to the reconditioning facility.
- 3.2 Provide temporal replacement of cylinders if deemed necessary, subject to TPL Representative agreement.
- 3.3 Inspect and test the cylinders for integrity and functionality.
- 3.4 Reconnect the FM200 cylinder and ensure all valves, gauges, and components are in proper working order.
- 3.4 Perform necessary documentation and certification of compliance with relevant standards.

## **4. PRE-QUALIFICATION REQUIREMENTS FOR TENDER**

4.1 Two Qualified Fire Servicing Technicians (As Key Persons) and registered with valid South African Qualification & Certification Committee SAQCC - Fire in Either of the following categories:

- SAQCC (SANS 10139) for design, installation, servicing, and commissioning of fire detection and alarm systems.
- SAQCC (SANS 14520 and/or SANS 306) for design, installation, commissioning and servicing of gaseous fire extinguishing systems.

## **5. SCOPE OF SERVICES**

### **5.1 Description of the Scope of Works**

#### **5.1.1 Cylinder Inspection**

- Inspect each FM200 cylinder for physical damage, corrosion, or any signs of wear and tear.
- Check the condition of the cylinder valves, pressure gauges, and other components for functionality.
- Verify the cylinder's manufacturing date and check if it is within the allowable service life.
- Ensure proper labeling and identification according to regulatory standards.

#### **5.1.2 Cylinder Testing**

- All methods of pressure testing or ultrasonic examination shall comply with the periodic inspection and testing standards specified in SANS 18119.
- Drain and empty any residual FM200 agent from all cylinders.
- Ensure that each cylinder is thoroughly cleaned and maintained throughout the testing process.
- Perform hydrostatic testing to verify that each cylinder maintains the required pressure rating.
- Conduct pressure and leak tests to detect any internal or external leaks.
- Any repairs involving the application of heat to the cylinder body or any component thereof shall be carried out under the supervision of an approved inspection authority.
- After such repairs, the cylinder must be hydrostatically tested and verified by an approved test station before being returned to service.
- Rejection criteria, disposal procedures, and methods for rendering cylinders unserviceable shall be in accordance with Section 18 of SANS 18119.

- The Contractor must arrange for the permanent replacement of any cylinders that fail the pressure test and are condemned. (As and when authorized by TPL)
- A detailed service testing report, including test results and a certificate from a South African National Accreditation System (SANAS) -accredited testing facility, must be submitted for each failed cylinder.
- Refill each cylinder with the correct quantity and quality of FM200 agent, as per the manufacturer's specifications and guidelines.
- Calibrate pressure gauges to ensure the correct pressure and charge level.
- After reinstallation at the TPL site, test the cylinder valves and discharge mechanisms for proper operation.
- Inspect discharge nozzles and associated piping for blockages, damage, or defects.
- Test the functioning of solenoid valves and verify the integrity of electrical connections.

### 5.1.3 Deliverables

- The *Contractor* must issue a project schedule to the TPL Service manager 2 weeks after signing the letter of award.
- Hydrostatic test certification from SANAS Accredited testing facility for each cylinder with all the information under section 17.7 of SANS 18119 recorded on the certificate.
  - ✓ Owner's Name.
  - ✓ Serial number of the cylinder.
  - ✓ Date of manufacture.
  - ✓ Cylinder Weight (empty).
  - ✓ Type of inspection and test performed.
  - ✓ Test pressure.
  - ✓ Present test date.
  - ✓ Next Pressure Test Date.
  - ✓ Identification symbol of the retest body or the testing facility.
  - ✓ Details of any cylinder repairs made to defects.
  - ✓ Water capacity/size.
- Each Cylinder must be returned with a Retest marking (Labelling) showing the name of the authorized testing facility and the present test date ( as either YY/MM or YYYY/MM).

## 5.2 Staff requirements and supervision

- 5.2.1 The *Contractor* must provide qualified and competent personnel to perform the task.
- 5.2.2 The *Contractor* is to ensure all staff are equipped with the required PPE to carry out their duties.

5.2.3 The *Contractor* must ensure that the testing facility complies with SANS 1825:2024 procedures for testing and inspection requirements and OHS Act 85 of 1993 provision.

### **5.3 Equipment materials and consumables**

5.3.1 The *Contractor* shall provide all necessary equipment and PPE for the execution of the work. As minimum requirement, *Contractor* shall allow:

- ✓ Steel cap boots,
- ✓ Full length overall, either 1 piece or 2 pieces that are flame retardant,
- ✓ Hard hat,
- ✓ Safety glasses and ear protection,

### **5.4 Working hours**

5.4.1 Transnet Pipeline normal working hours are between 07:00 to 12:00 and 13:00 to 16:00 from Mondays to Fridays inclusive (8-hour shift per day), contractors must ensure to pick up and return the FM200 Cylinders in these time frames.

## **6. HEALTH, SAFETY, AND ENVIRONMENTAL MANAGEMENT**

### **6.1 Health and Safety Standard**

6.1.1 The awarded *Contractor* shall comply with the requirements of the Occupational Health and Safety Act 85 of 1993 and its promulgated Regulations, Requirements for Safe Entry and the following Transnet procedures: Transnet Contractor Management Procedure (TIMS-GRP-PROC-014) and Transnet Contractor Health and Safety Specification Guideline (TRN-IMS-GRP-GDL-014.3), as applicable to the scope of services. and any laws applicable in terms of Health and Safety.

### **6.2 Contractor's General Requirements for Health and Safety**

6.2.1 The *Contractor* is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, Transnet's employees, and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Principal Contractor carrying out its obligations under this Contract. Adequate provisions must be made available for health and safety.

6.2.2 The *Contractor* is required to develop and implement a Health and Safety Plan in accordance with the Contractor Health and Safety Specification Guideline (TRN-IMS-GRP-GDL-014.3). This plan must encompass all sites where work will be conducted. The contractor is to ensure that their Health & Safety Management plan, as well as their Baseline Risk Assessment, includes the management of communicable diseases.

6.2.3 The *Contractor* shall ensure that all incidents are reported to the relevant Transnet Pipelines Depot Manager and investigated by the principal contractor in conjunction with the client's safety representative. Occurrences shall be reported immediately or before

the end of the shift, followed by a written report within 24 hours.

### **6.3 Contractor Compliance File Requirements (Minimum requirements)**

6.3.1 The *Contractor* will provide Transnet Pipelines with the required Health and Safety documentation before work on site begins. Once the Contractor's Health & Safety file is approved, the awarded contractor will be permitted to commence work.

6.3.2 The file must include but not limited to the following documents:

- A valid Letter of Good Standing with the Workman's compensation.
- Proof of relevant insurances to carry out work.
- Contractor Health & Safety Plan correlating with Transnet Contractor Management Procedure (TRN-IMS-GRP-PROC-014) submitted and approved.
- Copies of TPL & Contractor's health, Safety & Environmental Policies
- Mandatory agreement as per section 37.2 of the OSHACT. Act 85 of 1993 and CR 5.1(K)
- Risk Assessments, Method statements and Safe Working Procedures
- Employee scope of work.
- Proof of site-specific induction (Contractor).
- Copy of ID Document.
- Legal Letter of Appointment.
- Abbreviated CV for the management and Legal appointees.
- Proof of competence.
- Valid entry medical certificate of fitness done by an Occupational Health Practitioner.
- Project Specific Risk Assessment indicating the full scope of work and risk profile.
- Organogram of reporting structure including contact details.
- Copy of nominated responsible person to conduct inspections and proof of their competency.
- The *contractor* to ensure that their Health & Safety Management plan as well as their Baseline Risk Assessment includes the management of communicable diseases.

**Table 1: Transnet Pipelines Sites with Address**

| Plant | Depot/Pump Station | Site Description            | House no/street                                                                           | Street Postal code | City                      | P.O. Box | Postal code |
|-------|--------------------|-----------------------------|-------------------------------------------------------------------------------------------|--------------------|---------------------------|----------|-------------|
| ALR1  | Alrode             | Operations                  | 35 Garfield Street, Alberton                                                              |                    | Alrode                    | 11050    | 1451        |
| APT1  | Airport            | Operations                  | opposite 40 Springbok Road                                                                | 1459               | Boksburg                  | 15130    | 1472        |
| CBK1  | Coalbrook          | Operations                  | Jan Haak Rd (Ent Natref Gate)                                                             | 1947               | Sasolburg                 | 2074     | 1947        |
| DNR1  | Durban             | Operations                  | Cnr Abadan & Sumatra Rd                                                                   | 4052               | Island View               | 21970    | 4036        |
| DUZ1  | Duzi               | Operations                  | Ottos Bluff Rd, Dunimarle                                                                 |                    | Pietermaritzburg          | 151      | 3600        |
| FTM1  | Fort Mistake       | Operations                  | off N11 Ladysmith-Newcastle                                                               |                    | Fort Mistake              | 151      | 3600        |
| HLR1  | Hillcrest          | Operations                  | Shongweni Rd (adjacent Plantations)                                                       | 3610               | Hillcrest                 | 591      | 3650        |
| HWR1  | Howick             | Operations                  | Old Main Road - North (opp Nursery)                                                       | 3290               | Howick                    | 873      | 3290        |
| JMP   | Jameson Park       | Operations                  | off Poortjie Rd on R42 to Nigel                                                           |                    | Heidelberg                | 967      | 1438        |
| KDL1  | Kendal             | Operations                  | road to Hooglandboerdery adj Alpha Mine                                                   |                    | Kendal                    | 3831     | 1035        |
| KRO1  | Kroonstad          | Operations                  | 1st Avenue, Gunhill                                                                       | 9499               | Kroonstad                 | 1613     | 9500        |
| LAY1  | Ladysmith          | Operations                  | Hyde Rd, TFR Industrial site                                                              | 3370               | Ladysmith                 | 755      | 3370        |
| LLA1  | Langlaagte         | Operations                  | 46 Main Reef Rd, Industria                                                                | 2093               | Langlaagte                | 43527    | 2042        |
|       | NOC                | TPL National Control Centre | 10 Kirk Road                                                                              |                    | Pinetown                  | 1613     | 3620        |
| MRR1  | Mooi River         | Operations                  | District Rd (D54)                                                                         |                    | Mooi River                | 151      | 3600        |
| MTN1  | Meyerton           | Operations                  | Bloemendale Rd<br>(28.11481032, -26.57814435)                                             |                    | Henley on Klip            |          |             |
| NCS1  | Newcastle          | Operations                  | 56 Marconi Street                                                                         |                    | Newcastle                 | 25204    | 2940        |
| QGA1  | Quagga             | Operations                  | Farm Road (P213)                                                                          |                    | Quagga                    | 11       | 3100        |
| RTR1  | Rustenburg         | Operations                  | 4 Escom Street                                                                            | 0299               | Rustenburg                | 7700     | 0300        |
| SBG1  | Sasolburg          | Operations                  | Cnr Henry & Bergius Street                                                                | 1947               | Sasolburg                 | 1943     | 1947        |
| SEC1  | Secunda            | Operations                  | Near Brandspruit Mine, adjacent SASOL                                                     |                    | Secunda                   | 3277     | 2302        |
| TLR1  | Tarlton OPS        | Operations                  | Cnr Rustenburg / Ventersdorp R                                                            |                    | Tarlton                   | 316      | 1749        |
|       | Pinetown Workshop  | Workshop                    | 17 Kirk Road                                                                              |                    | Pinetown                  |          | 3620        |
| IRP 1 | Tarlton IRP        | Refractionator Plant        | Cnr Rustenburg / Ventersdorp R                                                            |                    | Tarlton                   | 316      | 1749        |
| VLR1  | Villiers           | Operations                  | Near Mafube Local Municipality, Schoonspruit<br>-27.092449044889527,<br>28.85480457845564 |                    |                           |          |             |
| WIR1  | Witbank            | Operations                  | 9 Schoonland Drive, Ferrobank                                                             | 1034               | Witbank                   | 3831     | 1035        |
| MBT   | Mnambithi          | Operations                  | 29.6130796, -28.6157813                                                                   |                    | Ladysmith near N3 Highway |          |             |
| WDN   | Warden             | Operations                  | 29.1532318, -27.8283026                                                                   |                    | Warden                    |          |             |
| TNI   | TWINI              | Operations                  | 305 old Main Road, Amanzimtoti, kwaMakhutha                                               |                    | Durban                    |          | 4001        |
| HTP   | Hilltop            | Operations                  | Transnet Hilltop Pumpstation, Wartburg<br>(-29.5511998,30.4493090)                        |                    | Pietermaritzburg          |          | 3201        |
| IVW   | Island View        | Operations                  | Island View Cutler- Port Terminal,                                                        |                    | Durban                    |          | 4001        |



**ANNEXURE A1: FM200 Cylinder Locations**

| DURBAN CLUSTER |                     |                    |                 |                |                |                 |
|----------------|---------------------|--------------------|-----------------|----------------|----------------|-----------------|
| Depot          | Cylinder Location   | Cylinder Size (Kg) | Capacity Status | Last Test Date | Next Test Date | Comment         |
| Hillcrest      | Switchgear Room     | 141 kg             | Full            | 14/06/2011     | 14/06/2021     | Due for testing |
| Durban OPS     | Switchgear Room     | 136 kg             | Full            | Unknown        | Unknown        | Due for testing |
|                | Cable Basement      | 120 kg             | Full            | Unknown        | Unknown        | Due for testing |
|                | Plc Room            | 70 kg              | Full            | Unknown        | Unknown        | Due for testing |
|                |                     |                    |                 |                |                |                 |
| Duzi           | Telecom Room        | 18,5 kg            | Full            | 1/6/2011       | 1/6/2021       | Due for testing |
|                | Switchgear Room     | 63 kg              | Full            | 1/6/2011       | 1/6/2021       | Due for testing |
|                | Switchgear Room     | 7,5 kg             | Full            | 1/6/2011       | 1/6/2021       | Due for testing |
|                | Control Room        | 7,5 kg             | Full            | 1/6/2011       | 1/6/2021       | Due for testing |
|                | Control Room        | 78,5 kg            | Full            | 1/6/2011       | 1/6/2021       | Due for testing |
|                | Telecom Room        | 18,5 kg            | Full            | 1/6/2011       | 1/6/2021       | Due for testing |
| Howick         | Switchgear          | 142 kg             | Full            | 14/06/2011     | 14/06/2021     | Due for testing |
| Moorriver      | Telecom Room        | 17 kg              | Full            | Unknown        | Unknown        | Due for testing |
|                | Switchgear Room     | 72,5 kg            | Full            | Unknown        | Unknown        | Due for testing |
|                | Switchgear Room     | 8 kg               | Full            | Unknown        | Unknown        | Due for testing |
|                | Control Room        | 58,8 kg            | Full            | Unknown        | Unknown        | Due for testing |
|                | Control Room        | 8 kg               | Full            | Unknown        | Unknown        | Due for testing |
| Hilltop        | Lv/Switchgear Room  | 89 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 89 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 89 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                | Pcn Room            | 86 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                | Plc Room            | 103 kg             | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                | Control Room        | 11,3 kg            | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                | Control Room        | 33 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                | Epn Room            | 33 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                | It Room             | 37 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                | Cable Basement Room | 122 kg             | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 122 kg             | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 122 kg             | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 122 kg             | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 122 kg             | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 73 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 73 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 73 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 73 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                | Mv Switchgear Room  | 123 kg             | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 123 kg             | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                | Pcn Room            | 86 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                | Hv Metering Room    | 46 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                | Mv/Vsd Room         | 79 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
|                |                     | 79 kg              | Full            | 2/6/2011       | 2/6/2021       | Due for testing |
| Island View    | Pcn Room            | 35 kg              | Full            | Unknown        | Unknown        | Due for testing |
|                |                     | 35 kg              | Full            | Unknown        | Unknown        | Due for testing |
|                | Pln Equipment       | 109 kg             | Full            | Unknown        | Unknown        | Due for testing |
|                | Switchgear Room     | 125.5 kg           | Full            | Unknown        | Unknown        | Due for testing |
|                |                     | 125.5 kg           | Full            | Unknown        | Unknown        | Due for testing |
|                |                     | 125.5kg            | Full            | Unknown        | Unknown        | Due for testing |
|                | Mv Room             | 124 kg             | Full            | Unknown        | Unknown        | Due for testing |
|                |                     | 124 kg             | Full            | Unknown        | Unknown        | Due for testing |
|                |                     | 124 kg             | Full            | Unknown        | Unknown        | Due for testing |
|                | Hv Protection Room  | 78,5 kg            | Full            | Unknown        | Unknown        | Due for testing |
|                | Vsd Room            | 127,7 kg           | Full            | Unknown        | Unknown        | Due for testing |
|                |                     | 127,7 kg           | Full            | Unknown        | Unknown        | Due for testing |
|                | Control Room        | 25 kg              | Full            | Unknown        | Unknown        | Due for testing |
|                | Epn Room            | 41 kg              | Full            | Unknown        | Unknown        | Due for testing |
|                | Cable Basement      | 150.5 kg           | Full            | Unknown        | Unknown        | Due for testing |
|                |                     | 150.5 kg           | Full            | Unknown        | Unknown        | Due for testing |
|                |                     | 150,5 kg           | Full            | Unknown        | Unknown        | Due for testing |
|                | H-Vec Room          | 96 kg              | Full            | Unknown        | Unknown        | Due for testing |
|                | It Room             | 35 kg              | Full            | Unknown        | Unknown        | Due for testing |
| TWINI          | Control Room        | 35 kg              | Full            | 4/6/2011       | 4/6/2021       | Due for testing |
|                | Control Room        | 11,3 kg            | Full            | 4/6/2011       | 4/6/2021       | Due for testing |
|                | It Room             | 35 kg              | Full            | 4/6/2011       | 4/6/2021       | Due for testing |

|                          |                          |              |      |          |          |                 |
|--------------------------|--------------------------|--------------|------|----------|----------|-----------------|
|                          | It Room Ceiling Void     | 6 kg         | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          | Epn                      | 40 kg        | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          | Pcn                      | 110 kg       | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          | Plc Room                 | 89 kg/84 kg  | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          | Plc Room                 | 131 kg/84 kg | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          | Lv Room                  | 131 kg       | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          |                          | 131 kg       | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          |                          | 131 kg       | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          | Hv Room                  | 131 kg       | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          |                          | 131 kg       | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          | Cable Basement           | 143 kg       | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          | Cable Basement           | 123 kg       | Full | 4/6/2011 | 4/6/2021 | Due for testing |
|                          |                          | 123 kg       | Full | 4/6/2011 | 4/6/2021 | Due for testing |
| <b>Pinetown Workshop</b> | Server Room              | 50 kg        | Full | Unknown  | Unknown  | Due for testing |
|                          |                          | 50 kg        | Full | Unknown  | Unknown  | Due for testing |
|                          | Server Room Outside Room | 50 kg        | Full | Unknown  | Unknown  | Due for testing |
| <b>NOC</b>               | Ups Room 222             | 25 kg        | Full | 3/5/2016 | 3/5/2026 | Due for testing |
|                          | Epn Room                 | 25 kg        | Full | 3/5/2016 | 3/5/2026 | Due for testing |
|                          | Epn Room C.V.            | 16 kg        | Full | 3/5/2016 | 3/5/2026 | Due for testing |
|                          | Epn Room F.V.            | 6 kg         | Full | 3/5/2016 | 3/5/2026 | Due for testing |
|                          | Pcn Room                 | 25 kg        | Full | 3/5/2016 | 3/5/2026 | Due for testing |
|                          | Pcn Room C.V.            | 6 kg         | Full | 3/5/2016 | 3/5/2026 | Due for testing |
|                          | Pcn Room F.V.            | 6 kg         | Full | 3/5/2016 | 3/5/2026 | Due for testing |
|                          | Pcs Room C.V.            | 25 kg        | Full | 3/5/2016 | 3/5/2026 | Due for testing |
|                          | Pcs Room 1               | 45 kg        | Full | 3/5/2016 | 1/1/2026 | Due for testing |
|                          | Pcs Room 2               | 45 kg        | Full | 3/5/2016 | 1/1/2026 | Due for testing |
|                          | Pcs Store F.V.           | 24 kg        | Full | 3/5/2016 | 1/1/2026 | Due for testing |
|                          | Pcs Storeroom            | 24 kg        | Full | 3/5/2016 | 1/1/2026 | Due for testing |
|                          | Pcs Store C.V.           | 24 kg        | Full | 3/5/2016 | 1/1/2026 | Due for testing |
|                          | Software Storeroom       | 15 kg        | Full | 3/5/2016 | 1/1/2026 | Due for testing |
|                          | Software Store C.V.      | 4 kg         | Full | 3/5/2016 | 1/1/2026 | Due for testing |
|                          | Engineering Room F.V.    | 24 kg        | Full | 3/5/2016 | 1/1/2026 | Due for testing |
|                          | Engineering Room C.V.    | 21 kg        | Full | Unknown  | Unknown  | Due for testing |
|                          | Mcc Room F.V. 1          | 9 kg         | Full | Unknown  | Unknown  | Due for testing |
|                          | Mcc Room F.V. 2          | 9 kg         | Full | Unknown  | Unknown  | Due for testing |
|                          | Mcc Room F.V. 3          | 9 kg         | Full | Unknown  | Unknown  | Due for testing |
|                          | Mcc Room F.V. 4          | 9 kg         | Full | 3/5/2016 | 1/1/2026 | Due for testing |

**ANNEXURE A2: FM200 Cylinder Locations**

| LADYSMITH CLUSTER |                     |                    |                 |                |                |                 |
|-------------------|---------------------|--------------------|-----------------|----------------|----------------|-----------------|
| Depot             | Cylinder Location   | Cylinder Size (Kg) | Capacity Status | Last Test Date | Next Test Date | Comment         |
| Ladysmith OPS     | Control Room        | 146 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Switch Gear Room    | 161 kg             | Full            | Unknown        | Unknown        | Due for Testing |
| Fort Mistake      | Control Room        | 110 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Substation          | 17 kg              | Full            | Unknown        | Unknown        | Due for Testing |
|                   | PLC Room            | 23 kg              | Full            | Unknown        | Unknown        | Due for Testing |
|                   | VSD Room            | 24 kg              | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Switch Gear Room    | 122 kg             | Full            | Unknown        | Unknown        | Due for Testing |
| Newcastle         | Control Room        | 146 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Switch Gear Room    | 168 kg             | Full            | Unknown        | Unknown        | Due for Testing |
| Quaggasnek        | Control Room        | 121 kg             | Full            | Unknown        | Unknown        | Due for Testing |
| Mnambithi (PS5)   | IT Room             | 36 kg              | Full            | Unknown        | Unknown        | Due for Testing |
|                   | IT Room             | 53 kg              | Full            | Unknown        | Unknown        | Due for Testing |
|                   | IT Room             | 78 kg              | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Basement            | 213 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Basement            | 213 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Basement            | 213 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Basement            | 213 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Basement            | 213 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | LV Room             | 183 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | LV Room             | 183 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | LV Room             | 182 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | PCN Room            | 180 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | PCN Room            | 196 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | PCN Room            | 197 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Cable basement      | 133 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Cable basement      | 133 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | LV Switch Gear Room | 182 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | LV Switch Gear Room | 183 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | LV Switch Gear Room | 183 kg             | Full            | Unknown        | Unknown        | Due for Testing |
|                   | LV Switch Gear Room | 183 kg             | Full            | Unknown        | Unknown        | Due for Testing |
| Warden            | IT Room             | 81 kg              | Full            | Unknown        | Unknown        | Due for Testing |
|                   | PC Room             | 41 kg              | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Switch Gear Room    | 90 kg              | Full            | Unknown        | Unknown        | Due for Testing |
|                   | Substation          | 27 kg              | Full            | Unknown        | Unknown        | Due for Testing |

**ANNEXURE A3: FM200 Cylinder Locations**

| NORTH REGION |                                   |                    |                 |                |                |                 |
|--------------|-----------------------------------|--------------------|-----------------|----------------|----------------|-----------------|
| Depot        | Cylinder Location                 | Cylinder Size (Kg) | Capacity Status | Last Test Date | Next Test Date | Comment         |
| Airport      | Laboratory                        | 20 kg              | Full            | 2012           | 2022           | Due for Testing |
|              | Sample Store                      | 8 kg               | Full            | 2012           | 2022           | Due for Testing |
|              | PLC Equipment Room                | 53 kg              | Full            | 2012           | 2022           | Due for Testing |
| Alrode OPS.  | Laboratory                        | 20 kg              | Full            | 2012           | 2022           | Due for Testing |
|              | Sample Store                      | 6 kg               | Full            | 2011           | 2021           | Due for Testing |
|              | PLC Equipment Room                | 71 kg              | Full            | 2015           | 2025           | Due for Testing |
|              |                                   | 71 kg              | Full            | 2015           | 2025           | Due for Testing |
|              |                                   | 35 kg              | Full            | 2015           | 2025           | Due for Testing |
|              | Switch Gear Room                  | 142 kg             | Full            | 2011           | 2021           | Due for Testing |
| Coalbrook    | Equipment Room                    | 87 kg              | Full            | 2011           | 2021           | Due for Testing |
|              | Laboratory                        | 40 kg              | Full            | 2011           | 2021           | Due for Testing |
|              | Sample Room                       | 17 kg              | Full            | 2011           | 2021           | Due for Testing |
| Kendal       | Telecom Room                      | 66 kg              | Full            | 2015           | 2025           | Due for Testing |
| Villiers     | Comms Room                        | 93.5 kg            | Full            | 2011           | 2021           | Due for Testing |
|              |                                   | 24.8 kg            | Full            | 2011           | 2021           | Due for Testing |
|              | Sever Room                        | 78 kg              | Full            | 2011           | 2021           | Due for Testing |
|              |                                   | 36, 1 kg           | Full            | 2011           | 2021           | Due for Testing |
|              |                                   | 36,3 kg            | Full            | 2011           | 2021           | Due for Testing |
| Kroonstad    | PLC Room                          | 90 kg              | Full            | 2011           | 2021           | Due for Testing |
| Langlaagte   | Laboratory                        | 20 kg              | Full            | 2015           | 2025           | Due for Testing |
|              | Sample storeroom                  | 8 kg               | Full            | 2015           | 2025           | Due for Testing |
|              | PLC Equipment Room                | 53 kg              | Full            | 2015           | 2025           | Due for Testing |
| Meyerton     | MCC Room                          | 100 kg             | Full            | 2011           | 2021           | Due for Testing |
|              | Pump Room                         | 89 kg              | Full            | 2011           | 2021           | Due for Testing |
|              | Telecom Room                      | 11 kg              | Full            | 2011           | 2021           | Due for Testing |
|              | Tank Room                         | 67 kg              | Full            | 2011           | 2021           | Due for Testing |
|              |                                   | 67 kg              | Full            | 2011           | 2021           | Due for Testing |
| Rustenburg   | MCC Room                          | 41 kg              | Full            | 2011           | 2021           | Due for Testing |
|              | Control Room (Floor void)         | 7 kg               | Full            | 2011           | 2021           | Due for Testing |
|              | Sample Room                       | 24 Kg              | Full            | 2011           | 2021           | Due for Testing |
|              | Telecom Room                      | 6 kg               | Full            | 2011           | 2021           | Due for Testing |
|              |                                   | 19 kg              | Full            | 2011           | 2021           | Due for Testing |
| Sasolburg    | Equipment Room (Floor void)       | 21 kg              | Full            | 2011           | 2021           | Due for Testing |
|              | Sample Store                      | 22 kg              | Full            | 2011           | 2021           | Due for Testing |
| Secunda      | Equipment Room                    | 42.5 kg            | Full            | 2010           | 2020           | Due for Testing |
|              | Equipment Room (Floor void)       | 9 kg               | Full            | 2011           | 2021           | Due for Testing |
|              | Sample Room                       | 7 kg               | Full            | 2011           | 2021           | Due for Testing |
|              | Switch Gear Room                  | 106.5 kg           | Full            | 2012           | 2022           | Due for Testing |
|              | Switch Gear Room (Floor void)     | 22.5 kg            | Full            | 2011           | 2021           | Due for Testing |
|              | Control Room                      | 87 kg              | Full            | 2010           | 2020           | Due for Testing |
|              | Control Room (Floor void)         | 18.5 kg            | Full            | 2011           | 2021           | Due for Testing |
| Tarlton IRP  | Equipment Room                    | 113 kg             | Full            | 2011           | 2021           | Due for Testing |
|              | MCC Room 3                        | 34 kg              | Full            | 2011           | 2021           | Due for Testing |
| Tarlton OPS  | Equipment Room                    | 51 kg              | Full            | 2011           | 2021           | Due for Testing |
|              | Laboratory Room                   | 31 kg              | Full            | 2011           | 2021           | Due for Testing |
|              | MCC Room 1                        | 54 kg              | Full            | 2011           | 2021           | Due for Testing |
|              | MCC Room (Floor void)             | 7 kg               | Full            | 2011           | 2021           | Due for Testing |
|              | Substation                        | 115 kg             | Full            | 2011           | 2021           | Due for Testing |
|              | Substation (Floor void)           | 6 kg               | Full            | 2011           | 2021           | Due for Testing |
| Witbank OPS  | Telecom Room                      | 51 kg              | Full            | Unknown        | Unknown        | Due for Testing |
|              | Telecom Room (Floor void)         | 10.5 kg            | Full            | Unknown        | Unknown        | Due for Testing |
|              | Laboratory                        | 34 kg              | Full            | Unknown        | Unknown        | Due for Testing |
|              | Sample storeroom                  | 5.5 kg             | Full            | Unknown        | Unknown        | Due for Testing |
| Jameson Park | Repeater Building 4 MCC Room      | 76 kg              | Full            | 2013           | 2023           | Due for Testing |
|              | Repeater Building 5 Telecoms Room | 19 kg              | Full            | 2009           | 2019           | Due for Testing |
|              | PLC Room (Floor void)             | 10 kg              | Full            | 2009           | 2019           | Due for Testing |

|  |                                        |          |      |      |      |                 |
|--|----------------------------------------|----------|------|------|------|-----------------|
|  | MCC Room                               | 29 kg    | Full | 2009 | 2019 | Due for Testing |
|  | MCC Trench                             | 6 kg     | Full | 2009 | 2019 | Due for Testing |
|  | Genset                                 | 30 kg    | Full | 2009 | 2019 | Due for Testing |
|  | Sample Store                           | 55 kg    | Full | 2013 | 2023 | Due for Testing |
|  | Administration Building IT Server Room | 64 kg    | Full | 2013 | 2023 | Due for Testing |
|  | Repeater Building 1 MCC Room           | 75 kg    | Full | 2013 | 2023 | Due for Testing |
|  | Instrument Room                        | 58 kg    | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 53.5 kg  | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 53.5 kg  | Full | 2014 | 2024 | Due for Testing |
|  | Control Room (Floor void)              | 52.5 kg  | Full | 2013 | 2023 | Due for Testing |
|  | PLC Room                               | 58 kg    | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 143 kg   | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 143 kg   | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 98 kg    | Full | 2013 | 2023 | Due for Testing |
|  | IT Room                                | 37 kg    | Full | 2013 | 2023 | Due for Testing |
|  | LV Cable Room (Basement)               | 153.5 kg | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 153.5 kg | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 153.5 kg | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 153.5 kg | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 153.5 kg | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 153.5 kg | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 153.5 kg | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 153.5 kg | Full | 2013 | 2023 | Due for Testing |
|  | LV Switch Room                         | 127 kg   | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 127 kg   | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 127 kg   | Full | 2013 | 2023 | Due for Testing |
|  | CP Rectifier Room                      | 81 kg    | Full | 2013 | 2023 | Due for Testing |
|  | EPN Room                               | 52.5 kg  | Full | 2013 | 2023 | Due for Testing |
|  | IT Server Room                         | 52.5 kg  | Full | 2013 | 2023 | Due for Testing |
|  | Repeater Building 2 MCC Room           | 77 kg    | Full | 2013 | 2023 | Due for Testing |
|  | MV Room P-5 Cable Basement             | 111 kg   | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 111 kg   | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 111 kg   | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 111 kg   | Full | 2013 | 2023 | Due for Testing |
|  | HV Protection Room                     | 48.5 kg  | Full | 2013 | 2023 | Due for Testing |
|  | MV Sub-station Room                    | 104.5 kg | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 104.5 kg | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 104.5 kg | Full | 2013 | 2023 | Due for Testing |
|  |                                        | 104.5 kg | Full | 2013 | 2023 | Due for Testing |
|  | Repeater Building 3 MCC Room           | 76 kg    | Full | 2014 | 2024 | Due for Testing |