



SECTION 1

REQUEST FOR PROPOSAL

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QOUTATION (RFQ)

DESCRIPTION OF THE SERVICE: FOR THE EXECUTION OF THE TANKER BERTH FIRE FIGHTING SYSTEM CONDITION ASSESSMENT AT THE PORT OF EAST LONDON

RFQ NUMBER	: TNPA/2026/08/1931/10816/RFQ
ISSUE DATE	: 07 September 2026
NON-COMPULSORY CLARIFICATION MEETING	: 11 SEPTEMBER 2026
CLOSING DATE	: 30 SEPTEMBER 2026
CLOSING TIME	: 15H00 PM
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

Contents

Number	Heading
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The Tender

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

- | | |
|------|---|
| C1.1 | Form of Offer and Acceptance |
| C1.2 | Contract Data (Parts 1 & 2) |
| C1.3 | Form of Guarantee
Annexure A : Certificate of Insurance
Annexure B : List of Transnet Guarantee Issuers |

Part C2: Pricing Data

- | | |
|------|----------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Pricing Schedule |

Part C3: Scope of Service

- | | |
|------|---------------------|
| C3.1 | Service Information |
|------|---------------------|

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD

BID NUMBER:	TNPA/2026/08/1931/10816/RFQ	ISSUE DATE:	07 September 2026	CLOSING DATE:	30 September 2026	CLOSING TIME:	16h00
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DESCRIPTION	FOR THE EXECUTION OF THE TANKER BERTH FIRE FIGHTING SYSTEM CONDITION ASSESSMENT AT THE PORT OF EAST LONDON
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BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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

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

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

Transnet National Ports Authority

Tender Number: TNPA/2026/08/1931/10816/RFQ

Description of the Services: For the Execution of the Tanker Berth Fire Fighting System Condition Assessment at the Port of East London

BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON	Zukiswa Nkonyeni			
E-MAIL ADDRESS	TNPAPOELBetween@transnet.net			
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.				
	TCS PIN		OR	CSD NO:
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No		BBEEE STATUS LEVEL SWORN AFFIDAVIT	
Yes, Who was the Certificate issued by				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	☐	A REGISTERED AUDITOR		
		NAME:		



Transnet National Ports Authority

Tender Number: TNPA/2026/08/1931/10816/RFQ

Description of the Services: For the Execution of the Tanker Berth Fire Fighting System Condition Assessment at the Port of East London

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
Signature of the Bidder		Date:	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____



THE TENDER

PART T1

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	EXECUTION OF THE TANKER BERTH FIRE FIGHTING SYSTEM CONDITION ASSESSMENT AT THE PORT OF EAST LONDON
TENDER DOWNLOADING	This Tender may be downloaded directly from the Transnet eSupplier website/Portal at (https://esupplierportal.transnet.net/portal/) (please use <u>Google Chrome to access Transnet link</u>) FREE OF CHARGE .
TENDER CLARIFICATION MEETING	A non-Compulsory Tender Clarification Meeting will be conducted virtually on MS Teams where the meeting can be accessed on the following link Join: https://teams.microsoft.com/meet/364627913721827?p=xRcCZ0BsXVz1Rx9nBa Meeting ID: 364 627 913 721 827 Passcode: j8Cd3tM7 On the 11 of September 2026, at 11h00am [11 O'clock in the morning] for a period of ± 2 (two) hours. The Non-Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. Tenders who wish to view the site can arrange for the site visit to TNPAPOELBetween@transnet.net • Tenderers are required to wear safety shoes, high visibility vests and hard hats. • Tenderers without the recommended Personal Protective Equipment (PPE) will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.

CLOSING DATE	16:00pm on 30 September 2026 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

Log on to the **Transnet eSupplier website/Portal** at [\(https://esupplierportal.transnet.net/portal/\)](https://esupplierportal.transnet.net/portal/)

- 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 tender 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 T2.2-13], [**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 / Transnet.Reportit@outlook.com / SMS: 063 786

7403 / Please Call me number: *120*0637867403 and dedicated Website:



THE TENDER

PART T2



T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Annexure A:	Certificate of Insurance
Annexure B:	List of Transnet Guarantee Issuers
Part C2: Pricing data	C2.1 Pricing Instructions C2.2 Pricing Schedule
Part C3: Scope of Service	C3.1 Service Information



C.1.4	The Employer's agent is:	Commodity Officer
	Name:	Zukiswa Nkonyeni
	Address:	1 Hely Hutchson Road, Quigney, East London 5201
	E – mail	TNPAPOELBetween@transnet.net

C.2.1 Evaluation Criteria and Scoring Scale

Tests for Administrative and Substantive Responsiveness

1. Stage One Step 1: Tests for Administrative Responsiveness

The test for administrative and Substantive responsiveness will include the following:

Administrative responsiveness check	
•	Whether the Bid has been lodged on time
•	Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
•	Verify the validity of all returnable documents
•	Verify if the Bid document has been duly signed by the authorised respondent
•	Whether any general and legislation qualification criteria set by Transnet, have been met
Substantive responsiveness check	
•	Whether the tender contains a responsive priced offer
•	Whether the tender materially complies with the scope of service given

The test for administrative responsiveness [Step One] and the test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Stage Two for further evaluation



2. Stage Two - 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 evaluation criteria will be regarded as an unacceptable tender.

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are
C.2.15.1 as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TNPA/2026/08/1931/10816/RFQ
- The Tender Description: For The Execution of the Tanker Berth Fire Fighting System Condition Assessment at the Port of East London

Documents must be marked for the attention of: ***Employer's Agent: Zukiswa Nkonyeni***

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

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

Time: **16:00pm** on the **30 September 2026**

Location: Transnet eSupplier website/Portal

(<https://esupplierportal.transnet.net/portal/>)

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, more together with the tender;

3. Proof of registration on the Central Supplier Database;

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

C3.11 The minimum number of evaluation points for functionality is **60**

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-01: Tenderers Previous Experience	The bidder must demonstrate experience in conducting detailed engineering condition assessments of industrial fire protection or process piping systems (examples include but are not limited to tanker berths, marine terminals, oil/gas refineries, bulk storage terminals, and large industrial facilities).	30	30
T2.2-02 Key Personnel Qualifications	1. Mechanical Engineer with a Mechanical B Tech/ BSc/BENG Qualification (NQF Level 7) and Professional registration with ECSA as a Professional Engineering Technologist/ Professional Engineer	5	



	2. Health & Safety Officer with a Relevant Health and Safety Management Qualification (NQF Level 5), as according to the SAQA.	5	15
	3. Electrical Engineer with an Electrical B Tech/ BSc/BENG Qualification (NQF Level 7) and Professional registration with ECSA as a Professional Engineering Technologist/ Professional Engineer	5	
T2.2-03 Key Personnel Experience	Mechanical Engineer: with a minimum of 5 years' experience in fire protection/mechanical piping inspections and assessments. N:B TNPA to confirm working experiences with provided references.	05	15
	Health & Safety Officer with a Minimum of 3 years relevant working experience in Plant installations or Construction projects N:B TNPA to confirm working experiences with provided references.	05	
	Electrical Engineer with a minimum 5 years' experience in electrical control systems, solenoid/deluge valve actuation, or hazardous area installations.	05	



	N:B TNPA to confirm working experiences with provided references.		
T2.2-04 Method Statement	The bidder must submit a comprehensive method statement that responds directly to the Scope of Work and outlines the methodology for execution of the Tanker Berth Fire Fighting System Condition Assessment. The method statement must include the programme, technical approach, understanding of deliverables, and demonstrate the bidder's ability to meet all requirements. Minimum Critical Elements (must be addressed in the method statement): 1) Assessment Methodology: 1.1) Detailed approach for inspections and testing of all firefighting system components (pipework, valves, monitors, foam pumps, pourers, deluge valves, controls). 1.2) Inspection/testing methods must align with NFPA, EN, SANS, API, and ASME standards. 2) Foam Testing Methodology: 2.1) Testing of the 200 L fluorine-free foam concentrate. 2.2) Confirmation of compatibility with installed pumps, proportioners, monitors, and pourers.	20	20



	2.3) Verification of foam fire performance at NFPA 11 AFFF application rate of 4.1 L/min/m². 2.4) Expansion ratio, drainage time, foam stability, and throw distance methodology. 3) Deluge Valves & Control Systems: 3.1) Assessment of valve configuration, solenoid actuation, and control logic. 3.2) Functional testing (open/close timing, independent monitor operation). 3.3) Performance testing (pre-priming time, surge/hydraulic stability, reliability under pressure). 3.4) Redesign approach if current valves are unsuitable. 4) A programme schedule of the works from Site Mobilisation to Client Handover		
T2.2-05 Project Timeline	The bidder must submit a level 3 Work Plan/Program detailing the duration of all the required activities. These must include the mobilisation, Internal/External inspections/ non-destructive tests/ Report Compilation & presentations to the Client/ handover etc.,. Project timeline to be a maximum of 20 weeks.	10	10
T2.2-06 Health, Environment and Safety management plan	The bidder must demonstrate a full understanding of the TNPA Port of East London's	10	10



	scope of requirements by presenting a detailed safety, health, and environmental management plan specific to the project and; 1. Must detail how the safety, health, and environmental (SHE) requirements will be met 2. What Health and Safety measures are put in place for personnel working on site? 3. Project Risk Assessment based on the method statement 4. Valid Letter/s of Good Standing with the Workmen's compensation fund		
Maximum possible score for Functionality			100

Functionality shall be scored independently by not less than 2 (two) evaluators and averaged in accordance with the following schedules:

- T2.2-01: Tenderers Previous Experience
- T2.2-02 Key Personnel Qualifications
- T2.2-03 Key Personnel Experience
- T2.2-04 Method Statement
- T2.2-05 Project Timeline
- T2.2-06 Health, Environment and Safety management plan

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

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

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



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

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

90 where the financial value of one or more responsive tenders received have a value above R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Functionality	60

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

Up to 80 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

Up to 90 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed

Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".

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

Selected Specific Goal	Number of points (80/20 system)
B-BBEE Status Level of Contributor 1 or 2	10
EME or QSE 51% Black Owned	10
Non-compliant and/or B-BBEE Level 3-8 contributors	00



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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
Price	80
B-BBEE Status Level of Contribution 1 or 2	10
EME or QSE 51% Black Owned	10
Non-compliant and/or B-BBEE Level 3-8 contributors	00
Total points for Price and Specific Goals must not exceed	100

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

C.3.13

Tender offers will only be accepted if:

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

the tenderer:



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

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

T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification

Stage One step 2 Substantive responsiveness check

Whether the tender contains a responsive priced offer

2.1.2 Stage Two these schedules will be utilised for evaluation purposes:

T2.2-01	Evaluation Schedule: Tenderers Previous Experience
T2.2-02	Evaluation Schedule: Key Personnel Qualifications
T2.2-03	Evaluation Schedule: Key Personnel Experience
T2.2-04	Evaluation Schedule: Method Statement
T2.2-05	Evaluation Schedule: Programme
T2.2-06	Evaluation Schedule: Health, Environmental and Safety Management

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

Agreement and Commitment by Tenderer:

T2.2-10:	CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
T2.2-11	Non-Disclosure Agreement
T2.2-12	RFP Declaration Form
T2.2-13	RFP – Breach of Law
T2.2-14	Certificate of Acquaintance with Tender Document
T2.2-15	Service Provider Integrity Pact
T2.2-16	Supplier Code of Conduct
T2.2-17	POPIA
SBD4 -	Bidders Disclosure
SBD6.1 -	Preference Points Claim Form

2.1.4 Bonds/Guarantees/Financial/Insurance:

T2.2-18	Insurance provided by the Consultant
---------	--------------------------------------

**2.1.5 Stage Three: These schedules will be utilised for evaluation purposes:**

T2.2-19 B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines.

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

T2.2-01: Evaluation Schedule: Tenderers Previous Experience (30 Points)

Note to tenderers:

The bidder must demonstrate experience in designing or conducting detailed engineering condition assessments of industrial fire protection or process piping systems (examples include but are not limited to tanker berths, marine terminals, oil/gas refineries, bulk storage terminals, and large industrial facilities).

Compulsory Evidence – Completion Certificates or Reference letters:

A minimum of three (3) completion certificates or Reference letters must be submitted

A completion certificate or Reference letter is defined as a document issued by the client organisation (the company for whom the works were carried out), on their official letterhead, confirming successful completion of the project.

The certificate or Reference letter must be signed by an authorised representative of the client and not the bidder.

Secondary Evidence – Project Write-Ups:

Where completion certificates or Reference letters do not contain sufficient detail, the bidder must provide a written project description (on their own company letterhead) to supplement the certificate.

The write-up must not replace the completion certificate or Reference letter; if a completion certificate or Reference letter is not provided, the project will not be considered.

Each completion certificate or Reference letter (supported by the project write-up, where applicable) must include:

- 1) Project Title
- 2) Project Description: name of the facility/project, project duration, contract value, and detailed scope of work performed
- 3) Client Confirmation: official client letterhead, signature, and date
- 4) Valid Client Contact Details: name, e-mail, physical address, and telephone number for verification purposes

N:B TNPA may request to see the sites where the previous work was executed.

Scoring guide is as follows

Score	Previous Experience (30)
0	No completion certificate/s or reference letter/s are submitted, OR the reference letter/s or completion certificates submitted do not meet the requirements.
20	One [1] completion certificate or Reference letter that meets requirements has been submitted.
40	Two [2] completion certificates or Reference letters that meet the requirements have been submitted.
60	Three [3] completion certificates or Reference letters that meet the requirements have been submitted.
80	Four [4] completion certificates or Reference letters that meet the requirements have been submitted.
100	Five [5] or more completion certificates or Reference letters that meet the requirements have been submitted.

Signed

Date

Name

Position

T2.2-02: Qualifications of Key Personnel (15 Points)

Key site personnel's qualifications are required to confirm capability to execute the project and must be submitted in the form of copies of qualifications. The qualification/s must not only be listed in a CV but copies of the qualification/s must be submitted for evaluation. The qualification/s must be relevant to the project. Irrelevant qualification/s will not be considered and will score no points (zero).:

Copies of minimum qualifications of the following Key site personnel will be evaluated:

1. Mechanical Engineer:

- Mechanical Engineer should at least have Mechanical Engineer with a Mechanical B Tech/ BSc/BENG Qualification (NQF Level 7) and Professional registration with ECSA as a Professional Engineering Technologist/ Professional Engineer

2. Health & Safety Officer

- Health & Safety Officer with the minimum Relevant Health and Safety Management Qualification (NQF Level 5), as according to the SAQA.

3. Electrical Engineer

- Electrical Engineer should at least have Electrical Engineer with an Electrical B Tech/ BSc/BENG Qualification (NQF Level 7) and Professional registration with ECSA as a Professional Engineering Technologist/ Professional Engineer

The scoring of the Qualifications of Key Personnel is as follows:

Score	Mechanical Engineer (05)	Health & Safety Officer (5)	Electrical Engineer (05)
Score 0	0 – No submission / irrelevant qualification	No submission / irrelevant qualification	No submission / irrelevant qualification
Score 20	Mechanical Engineering N Diploma Qualification (NQF Level 6) and No ECSA registration certificate.	Relevant Health and Safety Management Qualification (NQF Level 3 or 2).	Electrical Engineering N Diploma Qualification (NQF Level 6) and No ECSA registration certificate.
Score 40	Mechanical Engineering N Diploma/ Btech/ BSC Qualification (NQF Level 7) and No ECSA registration or Registered as Pr Techni.	Relevant Health and Safety Management Qualification (NQF Level 4)	Electrical Engineering N Diploma/ Btech/ BSC Qualification (NQF Level 7) and No ECSA registration or Registered as Pr Techni.
Score 60	Mechanical Engineering BTech qualification (NQF Level 7) and Professional Registration Certificate as Pr Eng Tech	Relevant Health and Safety Management Qualification (NQF Level 5)	Electrical Engineering BTech qualification (NQF Level 7) and Professional Registration Certificate as Pr Eng Tech.
Score 80	Mechanical Engineering BSc/BENG honours Qualification (NQF Level 8) and Professional Registration Certificate as Pr Eng	Relevant Health and Safety Management Qualification (NQF Level 6)	Electrical Engineering BSc/BENG honours Qualification (NQF Level 8) and Professional Registration Certificate as Pr Eng
Score 100	Master's in engineering Qualification (NQF Level 9 or more) and Professional Registration Certificate as Pr Eng/ Pr Eng Tech	Relevant Health and Safety Management Qualification (NQF Level 7 or Higher)	Master's in engineering Qualification (NQF Level 9 or more) and Professional Registration Certificate as Pr Eng/Pr Eng Tech

Signed

Date

Name

Position

T2.2-03: Experience of Key Personnel (15 Points)

Tenderers are required to submit detailed Curriculum Vitae (CVs) for all key personnel proposed for the project. The CVs must include contactable references and provide sufficient evidence that the key site personnel possess the requisite qualifications, knowledge, and relevant experience to successfully undertake and deliver the required works on projects of a similar nature:

1. Mechanical Engineer:

- Mechanical Engineer with a minimum of 5 years' experience in fire protection/mechanical piping inspections and assessments.

2. Health & Safety Officer

- Health & Safety Officer with a Minimum of 3 years' relevant working experience in Plant installations or Construction projects.

3. Electrical Engineer

- Electrical Engineer with a minimum of 5 years' experience in electrical control systems, solenoid/deluge valve actuation, or hazardous area installations.

The scoring of the Experience of Key Personnel is as follows:

Score	Mechanical Engineer (05)	Health & Safety Officer (05)	Electrical Engineer (05)
Score 0	No submission/Irrelevant experience	No submission / irrelevant experience	No submission / irrelevant experience
Score 20	Mechanical Engineer with Less than or equal to 2 years 'Post Registration working experience in the execution of Fire Fighting Systems Condition Assessments or a similar type of work	Health & Safety Officer with 1 year of relevant working experience in Plant installations or Construction projects.	Electrical Engineer with less than or equal to 2 years' relevant Post Registration working experience in the execution of Fire Fighting Systems Condition Assessments or a similar type of work. .
Score 40	Mechanical Engineer with 3-4 years of relevant Post Registration working experience in the execution of Fire Fighting Systems Condition Assessments or a similar type of work.	Health & Safety Officer with 2 years of relevant working experience in Plant installations or Construction project	Electrical Engineer with 3-4 years of relevant Post Registration working experience in the execution of Fire Fighting Systems Condition Assessments or a similar type of work.
Score 60	Mechanical Engineer with 5 years but less than 6 years of relevant Post Registration working experience in the execution of Fire Fighting Systems Condition Assessments or a similar type of work.	Health & Safety Officer with 3 years of relevant working experience in Plant installations or Construction projects.	Electrical Engineer with 5 years but less than 6 years of relevant Post Registration working experience in the execution of Fire Fighting Systems Condition Assessments or a similar type of work. .
Score 80	Mechanical Engineer with 6-8 years of relevant Post Registration working experience in the execution of Fire Fighting Systems Condition Assessments or a similar type of work.	Health & Safety Officer with 4 years of relevant working experience in Plant installations or Construction projects	Electrical Engineer with 6-8 years of relevant Post Registration working experience in the execution of Fire Fighting Systems Condition Assessments or a similar type of work. .
Score 100	Mechanical Engineer with more than 8 years of relevant Post Registration working experience in the execution of Fire Fighting Systems Condition Assessments or a similar type of work.	Health & Safety Officer with 5 years or more of relevant working experience in Plant installations or Construction projects.	Electrical Engineer with more than 8 years of relevant Post Registration working experience in the execution of Fire Fighting Systems Condition Assessments or a similar type of work.



Signed	_____	Date	_____
Name	_____	Position	_____

T2.2-04: Evaluation Schedule – Method Statement (20 Points)

Note to tenderers:

The tenderer must submit a comprehensive method statement that responds directly to the Scope of Work and outlines the methodology for execution of the Tanker Berth Fire Fighting System Condition Assessment. The method statement must include the programme, technical approach, understanding of deliverables, and demonstrate the bidder's ability to meet all requirements.

Minimum Critical Elements (must be addressed in the method statement):

- 1) Assessment Methodology:
 - 1.1) Detailed approach for inspections and testing of all firefighting system components (pipework, valves, monitors, foam pumps, pourers, deluge valves, controls).
 - 1.2) Inspection/testing methods must align with NFPA, EN, SANS, API, and ASME standards.
- 2) Foam Testing Methodology:
 - 2.1) Testing of the 200 L fluorine-free foam concentrate.
 - 2.2) Confirmation of compatibility with installed pumps, proportioners, monitors, and pourers.
 - 2.3) Verification of foam fire performance at NFPA 11 AFFF application rate of 4.1 L/min/m².
 - 2.4) Expansion ratio, drainage time, foam stability, and throw distance methodology.
- 3) Deluge Valves & Control Systems:
 - 3.1) Assessment of valve configuration, solenoid actuation, and control logic.
 - 3.2) Functional testing (open/close timing, independent monitor operation).
 - 3.3) Performance testing (pre-priming time, surge/hydraulic stability, reliability under pressure).
 - 3.4) Redesign approach if current valves are unsuitable.
- 4) A programme schedule of the works from Site Mobilisation to Client Handover

Transnet National Ports Authority

Tender Number: TNPA/2026/08/1931/10816/RFQ

Description of the Services: For the Execution of the Tanker Berth Fire Fighting System Condition Assessment at the Port of East London

The scoring of the method statement will be as follows:

Score	Method Statement (20)
0	No method statement submitted, or submitted document is irrelevant or unusable.
20	Method statement is submitted, but only addresses one critical aspect with minimal detail or relevance
40	Method statement addresses some aspects but lacks depth or clarity; missing important details for safe or effective execution.
60	All 4 aspects are included and adequately addressed; meets minimum technical acceptability.
80	All aspects are well articulated, showing good understanding of scope, risks, and coordination requirements.
100	All aspects are addressed comprehensively with innovation, foresight, and added value

Signed

Date

Name

Position

T2.2-05: Evaluation Schedule: Programme (10 Points)

Note to tenderers:

Programme

The tender must submit a level 3 Work Plan/Program detailing the duration of all the required activities. These must include mobilisation, Internal/External inspections/ non-destructive tests/ Report Compilation & presentations to the Client/ handover etc., Project timeline to be a maximum of 20 weeks.

Tender Programme must be in a MSP format or Primavera format:

1. Reflect all milestone deliverables and events and must be aligned to scope of works.
2. Critical path must be clearly indicated.
3. Must not have any constraints or activities that span more than 1 week.

Note: The level of the programme must at least be "compatible" to the Price

Programmes that are not related to the scope shall not be evaluated.

The scoring of the Programme will be as follows:

Score	Programme (10)
0	No submission OR Bidder submitted a Program that does not meet requirements, and/ or the work will be executed in more than 26 weeks.
20	Tenderer submitted a Programme that meets requirements and the work will be executed within 26 weeks
40	Tenderer submitted a Programme that meets requirements, and the work will be executed within 23 weeks
60	Tenderer submitted a Programme that meets requirements, and the work will be executed within 20 weeks
80	Tenderer submitted a Programme that meets requirements, and the work will be executed within 18 weeks.
100	Tenderer submitted a Programme that meets requirements and the work will be executed within 16 weeks

Signed

Date

Name

Position

Transnet National Ports Authority

Tender Number: TNPA/2026/08/1931/10816/Rfq

Description of the Services: For the Execution of the Tanker Berth Fire Fighting System Condition Assessment at the Port of East London

T2.2-06: Evaluation Schedule: Health, Environment and Safety management (10 Points)

Note to tenderers:

Health, Environment and Safety management

The tender must submit a detailed health, safety & environmental management plan, risk assessment specific to the project, and a letter of good standing. Bidder must submit at least three (3) of the following documents:

1. Health and Safety Management Plan
2. Environmental Management Plan
3. Project Risk Assessment based on the method statement
4. Valid Letter/s of Good Standing with the Workmen's Compensation Fund

The scoring of Health, Environment and Safety management will be as follows:

Score	Health, Environment and Safety management (10)
0	No SHE Management Plan submitted, or the submitted document is irrelevant, incomplete, or does not address the project scope and SHE requirements.
20	A SHE Management Plan is submitted but addresses only one (1) of the required aspect
40	The SHE Management Plan is submitted but addresses only two (2) of the required aspects
60	The SHE Management Plan adequately addresses three (3) of the required aspects.
80	The SHE Management Plan addresses all four (4) aspects in good detail, clearly demonstrating understanding of the scope, risk management, and coordination of SHE activities specific to the work.
100	Tenderer submitted all 4 documents with a comprehensive and project specific SHE Management Plan with exceptional depth, innovation, and foresight. The plan provides clear added value through proactive risk control measures, compliance monitoring, and continuous improvement mechanisms.

Signed

Date

Name

Position

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

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		

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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:

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

Signed

Date

Name

Position

T2.2-10 : 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 SBD6.1 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of equal to or below R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution; and
 - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
Price	80
B-BBEE Level of contributor – Level 1or 2	10
EME or QSE 51% Black Owned	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	00
Total points for Price and Specific Goals must not exceed	100

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$PS = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level 1 or 2 contributor	B-BBEE Certificate / Sworn-Affidavit or DTIC Affidavit / a B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines.
≥51% QSE and EME black Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

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

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

- 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 DTIC. 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 1or 2: . = (maximum of 10 points)

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		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	
-----	--	----	--

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier

- ☐ Other Suppliers 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: ADDRESS
---	--

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

² 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 consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-11 NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

.....
.....

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

.....
.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on

by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-12: TENDER DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office 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 SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

T2.2-13: REQUEST FOR QUOTATION – 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:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-14 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-15 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.
- e) 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:
- f) 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
- g) 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.

3.2 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.

3.3 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.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.9 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

-
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

11 GENERAL

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

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

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

Signature

Date

T2.2-16 : Supplier Code of Conduct

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

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

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

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

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

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

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

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

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

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

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

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

Conflicts of Interest

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

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

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

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at _____

Signature

T2.2-17 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/Contractor) 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 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/infoleg/>, 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: _____

(Operator)

Authorised signatory for and on behalf ofwho warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-18: 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 (See clause 81.1 of the PSC)	Minimum amount stated in the Contract Data & Name 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 Consultant	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)			

T2.2-19: Valid B-BBEE Certificate or a Sworn or DTIC affidavit

B-BBEE Certificate / Sworn-Affidavit or DTIC Affidavit / a B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines

Please indicate the submission:

Yes

☐

No

☐

Signed

Date

Name

Position



THE CONTRACT

PART C1

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:

For the Execution of the Tanker Berth Fire Fighting System Condition Assessment at the Port of East London

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 NEC3 PSC *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**for the
tenderer:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

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 *Consultant* 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 Services

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 and *conditions of contract* 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 of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer:**

Transnet SOC (Ltd)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the *tenderer*:**For the *Employer***

Signature

Name

Capacity

On behalf
of*(Insert name and address of
organisation)***Transnet SOC (Ltd)**Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Claus e	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X5: Sectional Completion
		X7: Delay damages
		X9: Transfer of rights
		X10 <i>Employer's Agent</i>
		X11: Termination by the <i>Employer</i>
		X12: Partnering
		X18: Limitation of liability
		X20: Key performance indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	

10.1	The <i>Employer</i> is (Name): Address	Transnet SOC Ltd Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000								
	Having elected its Contractual Address for the purposes of this contract as:	EMD Building Cnr Dr Zahn and Pontoon Roads, West Bank East London 5201								
11.2(9)	The <i>services</i> are	For the Execution of the Tanker Berth Fire Fighting System Condition Assessment at the Port of East London								
11.2(10)	The following matters will be included in the Risk Register	Operational disruptions or limited occupation at the tanker berth Limited access to buried or elevated pipe system. Incomplete asset records or drawings.								
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document								
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.								
13.1	The <i>language of this contract</i> is	English								
13.3	The <i>period for reply</i> is	2 (two) weeks								
13.6	The <i>period for retention</i> is	Three (3) months following Completion or earlier termination.								
2	The Parties’ main responsibilities									
25.2	The <i>Employer</i> provides access to the following persons, places and things	<table><tr><td>access to</td><td>access date</td></tr><tr><td>1</td><td></td></tr><tr><td>2</td><td></td></tr><tr><td>3</td><td></td></tr></table>	access to	access date	1		2		3	
access to	access date									
1										
2										
3										
3	Time									
31.2	The <i>starting date</i> is	01 November 2026								

11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	31 March 2027	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>	<i>key date</i>
		1	N/A
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 (four) weeks.	
4	Quality		
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.	
41.1	The <i>defects date</i> is	N/A	
5	Payment		
50.1	The <i>assessment interval</i> is on the	18 th day of each successive month.	
51.1	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank of South Africa.	
6	Compensation events		
7	Rights to material		
	No additional data required for this section of the <i>conditions of contract</i> .		
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R5 000 000.00 (Five Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks

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>	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the <i>Consultant</i> deems desirable in respect of each claim, without limit to the number of claims	0 Weeks
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 minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended.	0 Weeks
Motor Vehicle Liability Insurance	Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00	

81.1	The <i>Employer</i> provides the following insurances	Professional Indemnity insurance in respect of failure of the <i>Consultant</i> to use the skill and care normally used by Professionals providing services similar to the <i>services</i> General Third-Party Liability cover in respect of 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>
82.1	The <i>Consultant's</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	<i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i>
9	Termination	No additional data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> 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 (Southern Africa) will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration

W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	East London, Eastern Cape, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the <i>arbitration procedure</i> does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	N/A
X2	Changes in the law	
X2.1	The <i>law of the project</i> is	The Law of the Republic of South Africa.
X4	Parent company guarantee	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	Five hundred rand (R500,00) per day
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Thabiso Ntsala
	Address	Transnet National Ports Authority EMD Building Cnr Dr Zahn and Pontoon Roads, West Bank East London 5201
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.
X13	Performance bond	
X13.1	The amount of the performance bond is	Nil
X18	Limitation of liability	

X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	Date of completion of the works

Z Additional conditions of contract

The *additional conditions of contract* are

Z1 Obligations in respect of Joint Venture Agreements

Z1.1	Insert the additional core clause 21.5 21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract <i>starting date</i>. The Joint Venture agreement shall contain but not be limited to the following: • A brief description of the Contract and the Deliverables; • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; • The constituents' interests; • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents; • Details of an internal dispute resolution procedure;
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	• Written confirmation by all of the constituents: i. of their joint and several liability to the <i>Employer</i> to Provide the <i>services</i>; ii. proof of separate bank account/s in the name of the joint venture; iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the <i>Consultant's</i> representative; iv. Identification of the roles and responsibilities of the constituents to provide the <i>services</i>. • Financial requirements for the Joint Venture: i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture
Z1.2	Insert additional core clause 21.6 21.6. The <i>Consultant</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
Z2	Additional obligations in respect of Termination
Z2.1	The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: • commenced business rescue proceedings • repudiated this Contract
Z2.2	<i>Clause 90.5 is added as an additional clause</i> Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA

Z3.1	The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations:
	1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z4	Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action

Z4.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z 4.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z4.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z5	Protection of Personal Information Act	

Z5.1	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	Time
Z6.1	<i>Clause 33.2. is added as an additional clause.</i> The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.
Z7	Compensation Events
Z7.1	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
Z8	Limitation of liability
Z8.1	Add to core clause 82.1 and X18 For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.
Z9	Additional clauses relating to cession of rights
Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.
Z11	<i>Employer's Step in rights</i>

Z11.1

If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Employer's Agent*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any *sub-consultant* or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

Z11.2

The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with any subsequent *works*) and generally does all things required by the *Employers' Agent* to achieve this end.

C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 151 to 159 of the PSC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's key persons</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	name/designation rate

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	<i>access date</i>
		1	
		2	
		3	
31.1	The programme identified in the Contract Data is		
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
A Priced contract with activity schedule			
11.2(14)	The <i>activity schedule</i> is in		
11.2(18)	The tendered total of the Prices is	(in figures)	
		(in words), excluding VAT	
G Term contract			
11.2(25)	The <i>task schedule</i> is in		



ANNEXURE A

CERTIFICATE OF

INSURANCE

1 April 2025

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED:	Transnet (SOC) Limited
PERIOD:	1 April 2025 to 31 March 2026 (Both days inclusive)
DIVISION:	Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals
THE INSURED'S VAT NO:	4720103177
THE INSURED'S COMPANY REGISTRATION NO:	1990/000900/30
POSTAL ADDRESS (Head Office)	Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

CONTRACT WORKS INSURANCE

Cover Provided :	Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.
Insurer :	Mirabilis (Santam Limited)
Policy Number :	MZAR35023-CAR
The Contract Site :	Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.
Territorial Limits :	The Republic of South Africa.
Additional Co-Insureds:	
The Contractor:	All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;
Sub-Contractors:	All Sub-Contractors employed by the Contractor and all other Sub- Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:
Insured Contracts :**

any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period); c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities.*
- "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not*

apply to pre-fabrication works on land associated with an Off-Shore Contract.

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000

- Public Relationship Costs - Limited to a maximum of R1,000,000. Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000 R25,000	R15,000	R100,000,001 to
R250,000,000 R50,000	R15,000	
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided :

Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132335

Territorial Limits :

The Republic of South Africa.

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding:**

- Contracts which at award stage have a value in excess of R 1,000,000,000.
- Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).

- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.

- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
☐ fines, penalties, punitive and exemplary damages.
 - Pollution unless caused by a sudden, unintended and unexpected occurrence.
 - cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
 - the hazardous nature of asbestos.
 - War And Terrorism Risks.
 - Nuclear Risks.
 - Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
-
- Compulsory Insurance
 - Loss or damage and any consequence therefrom to any Data. •
 - Sanctions Exclusion ☐ Grid Failure

PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation,

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Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889

retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity - *R100,000,000 in the aggregate during the policy period of insurance.

*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension Limits Of Indemnity:

Claims Preparation Costs - *R7,500,000 in the aggregate during the policy period of insurance.

Loss of Documents - *R2,000,000 in the aggregate during the policy period of insurance.

Statutory Defence Costs - *R5,000,000 in the aggregate during the policy period of insurance.

Defamation - *R5,000,000 in the aggregate during the policy period of insurance.

Infringement of Copyright - *R5,000,000 in the aggregate during the policy period of insurance.

*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

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This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Langa Sigodi

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Account Executive: Corporate and Global Markets

Authorised Financial Services Provider

Registration in South Africa Number 2013/150155/07
Authorized FSP Licence Number 44889



ANNEXURE B

LIST OF TRANSNET GUARANTEE ISSUERS

Detection and Mapping of Underground Services at the Port of East London for a period of Four (4) Months

APPROVED GUARANTEE ISSUERS

ABSA BANK LIMITED GROUP
 BANK OF AMERICA, N.A
 BANK OF CHINA LIMITED GROUP
 BARCLAYS BANK PLC GROUP
 BESA MEMBERS
 BNP PARIBAS GROUP
 CHINA CONSTRUCTION BANK GROUP
 CHINA DEVELOPMENT BANK
 CITIBANK GROUP
 CREDIT SUISSE GROUP
 DEUTSCHE BANK GROUP
 FIRSTSTRAND BANK LIMITED GROUP
 GOLDMAN SACHS INTERNATIONAL
 HSBC HOLDINGS GROUP
 INVESTEC BANK LTD
 JPMORGAN CHASE BANK GROUP
 MORGAN STANLEY
 MACQUARIE BANK LIMITED
 NEDBANK LTD
 SOCIETE GENERALE BANK GROUP
 STANDARD BANK GROUP
 STANDARD CHARTERED BANK GROUP
 AFRICAN BANK LTD
 BIDVEST BANK LTD
 CAPITEC BANK LTD
 DISCOVERY BANK LTD
 GRINDROD BANK LTD
 SASFIN BANK LTD

ABN AMRO Bank N.V.
 BANCO BILBAO VIZCAYA ARGENTARIA S.A
 Coöperative Rabobank U.A.
 CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK
 DANSKE BANK
 INDUSTRIAL DEVELOPMENT CORPORATION
 ING Bank N.V.
 KBC BANK
 LANDESBANK BADEN-WUERTTEMBERG
 MIZUHO BANK, LTD
 NATIONAL AUSTRALIA BANK LIMITED
 SKANDINAVISKA ENSKILDA BANKEN
 SUMITOMO MITSUI BANKING CORPORATION
 SVENSKA HANDELSBANKEN AB

AIG SOUTH AFRICA
 CONSTANTIA INSURANCE LTD
 CREDIT GUARANTEE INSURANCE CORPORATION
 GUARDRISK INSURANCE
 HOLLARD INSURANCE COMPANY
 INFINITY INSURANCE
 LOMBARD INSURANCE GROUP
 MUTUAL & FEDERAL
 RENASA INSURANCE COMPANY
 SANTAM
 BRYTE INSURANCE COMPANY LTD



THE CONTRACT

PART C2

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	The <i>Activity Schedule</i>	5
	Total number of pages	7

C2 Pricing Data

Table of Contents

Part 2: PRICING DATA	1
1 The Conditions of Contract	3
1.1 How the contract prices work and assesses it for progress payments	3
2 Measurement and payment	3
3 Activity Schedule.....	5

C2.1 Pricing Instructions: Option A

1 The Conditions of Contract

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

Clause 11 in NEC3 Professional Services Contract (PSC), June 2005 (with amendments June 2006)

Option A states:

- Identified and defined terms** 11.2 (14) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
- (15) The Price for Services Provided to Date is the total of the Prices for the activities which have been completed. A completed activity is one which is without Defects which would delay immediately following work.
- (18) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

2 Measurement and payment

- 1.1.1 The activity schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.
- 1.1.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the activity schedule.
- 1.1.3 The activity schedule work breakdown structure provided by the *Consultant* is based on the activity schedule provided by the Employer. The activities listed by the Employer are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.
- 1.1.4 The *Professional Service Provider* detailed activity schedule summates back to the activity schedule provided by the Employer and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.1.5 The Prices are obtained from the activity schedule. The Prices includes for all direct and indirect costs, overheads, profits, on costs, risks, liabilities, obligations, etc. relative to the contract.
- 1.1.6 On section 1 the rates must be inclusive of labour, material, plant, equipment laboratory testing subcontractors, including Approved Inspection Authority employed by the Professional Service Provider for the condition assessment of the Assets.

- 1.1.7 A full resource break down must be submitted highlighting the basis for the lump sum. The breakdown must include the human resources, hours and rates used.
- 1.1.8 On section 2 the assessment reports will be based on the visual inspections, testing, material data checks, assessment of maintenance records, additional findings etc. The reports will collaborate all the findings from different engineering disciplines, Civil, Mechanical, electrical, Chemical, Environmental specialist, etc.

3 Activity Schedule

Priced list of items of <i>Work</i> in the task taken from the <i>Task Schedule</i>					
Item	Description	Unit	Quantity	Rate	Amount
1	Preliminary and General				
1.1	Fixed P&G	Sum	1		
1.2	Time Related P&G	Weeks	20		
1.3	Comply with OHS Act, Transnet Health and Safety	Sum	1		
1.4	Specifications, Environmental, QA and Document Control Specifications	Sum	1		
1.5	Establish equipment on site	Sum	1		
1.6	Remove equipment from site	Sum	1		
2	Travel and Accommodation for the project Duration				
2.1	Travel to/from and on site	Sum	1		
2.2	Accommodation & meals	Sum	1		
3	Kick -Off Meeting & Documentation Review				
3.1	Review existing drawings, O&M manuals, previous test reports. Confirm standards, safety procedures, and access requirements.	Sum	1		
3.2	Confirm berth access schedule, permits, and safety inductions.	Sum	1		
4	Inspection & Testing -Pipework & System Components				
4.1	External Inspections: Inspect pipework, valves, supports, hangers, flanges, expansion joints, and strainers for corrosion, wear, misalignment, and coating degradation.	Sum	1		
4.2	Internal Inspections: Borescope inspection of pipe internals and removable spools.	Sum	1		
4.3	Ultrasonic Thickness Testing: UT on all critical pipe runs, 3 readings per metre. Generate histograms and corrosion maps.	Sum	1		
4.4	NDT on welds and Fittings: Conduct MPI, DPI, RT, hardness, and material verification (ISO 9712 Level II).	Sum	1		

4.5	Support & Expansion Inspections: Assess all anchors, guides, and clamps for structural integrity and overstress.	Sum	1		
4.6	Functional Checks: Cycle all valves, assess operability, tightness, and calibration of gauges and instruments.	Sum	1		
4.7	Corrosion assessment: Identify corrosion types, evaluate coating condition.	Sum	1		
5	Inspection & testing- Foam Proportioning System & pourers				
5.1	Foam Procurement: Procure 200 L of fluorine-free foam concentrate tested at NFPA 11 AFFF rate of 4.1 L/min/m ² , EN 1568-3, IMO 1312, MED/3.58. Confirm pump viscosity compatibility.	Sum	1		
5.2	Pump & proportioner inspection: Inspect foam pumps, suction/discharge, NRVs, strainers, seals, gauges, and logic.	Sum	1		
5.3	Portable pourer inspection: Inspect nozzles, pick-up tubes, hoses, couplings, reels, and cabinets.	Sum	1		
5.4	Functional Foam testing: Ratio accuracy trials at 25%, 50%, 75%, 100% capacity ($\pm 1\%$ accuracy). Expansion ratio, drainage time, foam stability.	Sum	1		
5.5	Discharge performance: Operate monitors/pourers on foam; verify throw distance, spray pattern, coverage vs NFPA 11.5.3.	Sum	1		
6	Inspection & Testing- Electrical & Controls				
6.1	System Assessment: Verify deluge valves, solenoids, booster pumps, wiring, logic. Identify faults (simultaneous actuation, pre-priming delays, solenoid failures).	Sum	1		
6.2	Functional Tests: Record valve actuation timing, pre-fill duration, surge pressures.	Sum	1		
6.3	Hydraulic Simulation:	Sum	1		

	Model surge and hammer risks, validate mitigation.				
7	Inspection & Testing – Fire Monitors				
7.1	External & Nozzle condition: Inspect for corrosion, erosion, cracking, misalignment, and nozzle tip wear.	Sum	1		
7.2	Mechanical Checks: Verify swivel joints, gear mechanisms, lubrication, bolting, and supports.	Sum	1		
7.3	Functional Checks: Rotate through full horizontal & vertical range, test manual & remote controls.	Sum	1		
7.4	Hydraulic performance: Flow testing with water and foam; measure flow, pressure, throw, pattern. Compare with the design, NFPA 11.	Sum	1		
8	Design & Engineering Deliverables		1		
8.1	Condition Assessment report: Executive summary, methodology, findings by component, NDT results, corrosion maps, grading, compliance evaluation, risk register, service life estimates.	Sum	1		
8.2	As-Built & Revised drawings: Updated P&IDs, GA, isometrics, electrical schematics, and monitor coverage diagrams.	Sum	1		
8.3	Repair Methodology Specification: Procedures for spool replacement, valve refurbishing, and re-commissioning. Include material, weld, QA, and safety requirements.	Sum	1		
8.4	Coating & Surface Specification: Define prep (SA 2.5), coating system (ISO 12944-5 C5-M), DFT, QA/QC.	Sum	1		
8.5	BOQ for Repairs: CESMM-aligned BOQ for all repair/replacement items, cross-referenced to tags.	Sum	1		
8.6	Equipment Inventory: Register of all equipment with model, serial, capacity, manufacturer.	Sum	1		
8.7	Redesign methodology (deluge valves):	Sum	1		

	Engineering solution for independent monitor operation, rapid priming system (<5 min), surge mitigation, solenoid/logic upgrades.				
9	Planning & Costing				
9.1	Preliminary Cost estimate: Class 3 cost estimate for repair/upgrade works.	Sum	1		
9.2	Prioritisation Matrix: Rank repairs High/Medium/Low with justification.	Sum	1		
10	Maintenance plan & Handover				
10.1	Maintenance plan development: NFPA 25/SANS/OEM-based plan with intervals, procedures, resources, checklists, 5-year forward schedule, and record-keeping template.	Sum	1		
10.2	Handover & Training: Present findings, Train the Employer team on the maintenance plan and key risks	Sum	1		
11	Provisional Sum				
11.1	Civil/Mechanical works required for connections to the existing system for testing the new foam.	Sum	1	R25,000.00	
	Total price (excluding VAT)				



SECTION 2

SCOPE OF WORK



THE WORKS

PART C3

PART C3: SCOPE

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Scope</i>	24
	Total number of pages	24

C3.1 Scope

1 Description of the *services*

1.1 Executive overview

The Port of East London Tanker berth relies on a Firefighting system, which was installed in the 2015/16 financial year at the tanker berth, to provide readiness and firefighting capabilities to safeguard key infrastructure and vessels in the event of a fire emergency. The firefighting system makes use of seawater combined with foam to extinguish fires on the berth and on board vessels. The system equipment has shown signs of deterioration, where a number of valves are badly corroded, faulty, leaking, and the steel pipes are also corroded.

Therefore, the Port is looking for the services of Professional Servicer provider to encompass the execution and delivery of a comprehensive condition assessment and engineering documentation package for the existing fire protection system located at Tanker berth, in the Port of East London. The scope covers detailed field inspection, technical evaluation, CAD drawing development, repair engineering, and materials specification with the goal of ensuring compliance, system integrity, and readiness for long-term operational use.

1.2 Employers Objective

The Employer's current objectives are as follows:

- Confirm the current condition, compliance, and reliability of the firefighting system.
- Identify defects, corrosion, and operational risks.
- Provide accurate as-built drawings, specifications, and repair methodology for future works.
- Ensure readiness of the system for long-term use in line with statutory and international standards.
- Provide a costed and prioritised plan for remediation and maintenance.

1.3 Access to the Services

Access to existing services required for testing and condition assessment will be provided to the Consultant as needed, in coordination with operational requirements. The condition assessment will take place in an active operational area, so the Consultant will be granted access to the berth and services when the berth is not occupied.

1.4 Provisions

The *Consultant* supplies labour, equipment, and tools needed to fulfil all inspection, testing and investigative activities described in this document and achieve the required deliverables.

2 Scope of Work

2.1 Temporary services, Site services & Construction constraints

2.1.1 Design team, site entry and security control, permits, and Site regulations

The *Consultant* complies with the Employer's Site entry and security control, permits, and Site regulations.

2.1.2 Restrictions to access on Site, roads, walkways and barricades:

2.1.2.1 The *Consultant* is specifically excluded from entering the Employer's Operational Areas, which are adjacent to the Site and Working Areas. The *Consultant* plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

2.1.2.2 The *Consultant* ensures safe passage of his team, to traffic and around the site working areas at all times which includes providing flagmen.

2.1.2.3 The *Consultant* ensures that any of his staff, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations of the rail line. To this end, access routes are allocated and coordinated by the Employer's Agent.

2.1.2.4 The *Consultant* ensures that all his construction staff, labour, and Equipment remain within his allocated and fenced-off construction area.

2.1.3 People restrictions on Site; hours of work, conduct and records:

The *Consultant* keeps daily records of his people engaged on the Site and Working Areas (including subconsultants) with access to such daily records available for inspection by the Employer's Agent at all reasonable times.

2.2 Mechanical Engineering Services

2.2.1 Standard Specifications

The Consultant shall undertake a detailed conditional analysis and provide the following deliverables:

- As-built drawings for the complete systems in PDF and DWG format, covering:
 - Piping and Instrumentation Diagrams (P&IDs).
 - General arrangement and layout drawings.
 - Piping isometrics with valve numbering, tag references, and line sizes.
 - Equipment layouts (foam pumps, monitors, pourers, proportioners, deluge valves, control panels).
 - Cable and instrumentation schematics for solenoids, sensors, and control devices.
 - Drawings must incorporate mark-ups from field surveys, colour-coded condition indicators, and be version controlled.
- Condition Assessment Report:
 - Executive summary of key findings.
 - Inspection methodology.
 - Detailed findings per component (pipework, valves, pumps, monitors, electrical).
 - Photographic log with cross-reference to equipment tags.
 - NDT results (thickness readings, weld inspections, corrosion mapping).
 - Grading of condition (Good / Repair / Replace) with justification.
 - Compliance evaluation against NFPA, API, SANS, and Employer's requirements.
 - Risk register of identified deficiencies with probability and consequence ratings.
 - Remaining service life estimates for major components.
- Repair Methodology Specification:
 - Defined repair or replacement procedures for each defective element.
 - Step-by-step repair sequences (e.g., spool replacement, valve refurbishing, hydrotesting, recommissioning).
 - Material and weld specifications with reference to ASME/AWS standards.
 - Quality assurance and record-keeping requirements.
 - Safety and environmental considerations for repair execution.
- Pipe Coating and Surface Protection Specification:
 - Surface preparation requirements (e.g., SA 2.5 blasting).
 - Coating system (e.g., epoxy, polyurea, zinc-rich primer) with minimum ISO 12944-5 C5-M compliance.
 - Dry Film Thickness (DFT) specifications.
 - Internal lining requirements where applicable.
 - Environmental and application constraints (humidity, temperature, curing times).
 - QA/QC acceptance criteria (holiday testing, adhesion testing, thickness measurement).
- BOQ for tender purposes to undertake the repair/replacement works identified

- Itemised schedule of repair/replacement works, including:
 - Pipe spool replacement lengths by size and material.
 - Valve refurbishing/replacement quantities.
 - Surface preparation and coating areas (m²).
 - Monitor and pump refurbishment/replacement scope.
 - Electrical/control upgrades or replacements.
- BOQ to align with CESMM or other standard method of measurement for mechanical/electrical works.
- Cross-referenced to drawings and tagged equipment list.
- Equipment Inventory Register with model numbers, serial numbers, capacity, manufacturer details.
- Testing Sheets: proportioning accuracy, expansion ratios, drainage times, throw distance, functional tests.
- Preliminary Cost Estimate: Class 3 cost estimate for repair/upgrade works.
- Prioritisation Matrix: Repairs ranked High / Medium / Low with justification.
- The Consultant shall develop a detailed Maintenance Plan for the complete fire fighting system, including fire pumps, foam pumps, monitors, deluge valves, proportioners, pipework, portable pourers, electrical/control systems, and protective coatings. The plan shall:
 - Be based on NFPA 25, relevant SANS codes, and manufacturer recommendations.
 - Define inspection, testing, and maintenance intervals (daily, weekly, monthly, quarterly, annually, and multi-year tasks).
 - Include checklists, procedures, and acceptance criteria for each activity.
 - Identify required resources (tools, spares, consumables, skills, certifications).
 - Incorporate a 5-year forward maintenance schedule including major overhauls and component replacements.
 - Provide a record-keeping template to track maintenance actions, test results, and compliance with statutory and insurance requirements.

2.2.2 The Scope of Professional Services includes:

2.2.2.1 Conditional Analysis

The Consultant shall undertake a comprehensive condition analysis of the Tanker Berth Fire Fighting System. The objective is to verify current condition, compliance, and remaining service life of all system components.

- Scope of Inspection
 - The assessment shall cover all firewater and foam system components from seawater intake through the foam proportioning room to each fixed foam monitor and portable pourer, including:
 - Pipework (mains, branches, risers, headers).

- Manual, motorised, check, and control valves.
 - Foam proportioners and associated pumps.
 - Fixed foam monitors and portable pourers.
 - Pipe supports, hangers, clamps, guides, and anchors.
 - Flanges, gaskets, strainers, reducers, expansion joints, and in-line fittings.
 - Associated instrumentation, gauges, and control devices.
- Inspection and Testing Methods:
 - External Visual & Physical Inspection:
 - Assess surface corrosion, pitting, paint/coating degradation, deformation, misalignment, and mechanical damage.
 - Internal Visual Inspection:
 - Use borescope or intrinsic camera tools at accessible points, including removable spools, to assess internal corrosion, scaling, and fouling.
 - Thickness and Integrity Testing:
 - Undertake ultrasonic thickness testing (UT) to determine remaining wall thickness.
 - Record and map results by pipe section, material type, and critical zones.
 - Minimum of three readings per 1m of pipe length.
 - Generate histogram thickness plots and corrosion maps.
 - Predict corrosion rates and estimate remaining service life.
 - Non-Destructive Testing (NDT):
 - Conduct inspections in accordance with ISO 9712 Level II by certified personnel.
 - Apply appropriate methods including magnetic particle testing, dye penetrant testing, radiographic weld testing, hardness testing, and material verification.
 - Record location, severity, and classification of weld or base-metal indications.
 - Support and Expansion System Evaluation:
 - Inspect all supports, clamps, hangers, guides, anchors, and expansion joints for structural integrity, proper load transfer and signs of movement, cracking, fatigue or overstress.
 - Operational and Functional Checks:
 - Verify accessibility and operability of all valves and control devices.
 - Check for flow restrictions, vibration, and hammering.
 - Assess flange tightness, bolt tension, and gasket condition.
 - Verify functionality and calibration of instrumentation.
 - Corrosion Assessment:
 - Identify internal and external corrosion types (e.g., pitting, galvanic, erosion-corrosion).
 - Assess effectiveness of protective coatings and linings.

- Acceptance Criteria
 - Pipe wall thickness classification:
 - Good: $\geq 80\%$ of nominal thickness, no localised defects.
 - Repair: 60–80% of nominal thickness or localised pitting ≤ 3 mm depth.
 - NDT acceptance:
 - ASME B31.3 (UT) and AWS D1.1 (welds).
 - Reject discontinuities exceeding 25% of wall thickness or crack-like indications as per ASME Section V.

2.2.2.2 The Fire Monitors Scope shall include:

- Scope of Inspection
 - External Condition:
 - Corrosion, surface wear, and coating degradation.
 - Signs of leakages, mechanical damage, or misalignment.
 - Verification of coverage alignment with required fire zones.
 - Nozzle Condition:
 - Check for cracking, erosion, tip corrosion, or blockages.
 - Mechanical Components:
 - Swivel joints, gear mechanisms, bearings, and lubrication points.
 - Free movement across all axes with no seizure.
 - Structural Integrity:
 - Foundations, bolting, anchor plates, and supports for signs of cracking, loosening, or deformation.
- Mechanical and Functional Testing
 - Rotate each monitor through its full horizontal and vertical range to confirm free and unrestricted movement.
 - Verify horizontal sweep angle and vertical elevation range against design/manufacturer specifications.
 - Assess flow control responsiveness (smooth valve actuation, no unintended bypass).
 - Function test manual controls and locking mechanisms.
 - Function test remote operation controls where installed.
 - Inspect and test all discharge valves, isolation valves, and pressure gauges associated with each monitor.
- Hydraulic Performance Testing
 - The Consultant shall perform monitored hydraulic testing using both water and water/foam solution to:
 - Measure flow rate, nozzle pressure, and effective reach.
 - Verify spray pattern and coverage (jet, spray, fog, as applicable).
 - Compare performance against:

- Original design criteria (drawings, data sheets, coverage diagrams).
- Manufacturer specifications.
- NFPA 11.5.3 ($\leq 75\%$ throw to farthest extremity).
- Industry guidelines (e.g., AXA XL/PRC).
- Acceptance Criteria
 - Monitors shall achieve not less than 90% of manufacturer's rated flow, pressure, and throw distance.
 - Sweep and elevation ranges shall meet or exceed design coverage zones.
 - No functional defects (seized joints, leaks, or uncontrolled spray).
 - No visible corrosion, coating failure, or nozzle erosion that impairs performance.

2.2.2.3 The Foam Proportioning System and Portable Pourer Scope shall include:

The Consultant shall carry out a comprehensive inspection, testing, and verification of the foam proportioning system, foam pumps, and portable pourers to confirm their condition, operability, and compatibility with the selected fluorine-free foam concentrate. This shall include any temporary connections necessary for the connection of the procured foam to the fire system for the purposes of testing and the reinstatement of the current system post testing.

- Foam Procurement and Specification
 - The Consultant shall procure and supply a representative quantity (minimum 200 litres) of a fluorine-free foam concentrate meeting the following requirements:
 - Type: Synthetic Fluorine-Free Foam (FFF).
 - Application: For hydrocarbon (petrochemical) fires only (non-polar fuels such as diesel, petrol, kerosene, crude oil).
 - Induction Rate: 3% with fresh, sea, or brackish water.
 - Viscosity: Must not exceed the manufacturer's recommended limits for the existing foam pumps. Foam must demonstrate viscosity $< 20 \text{ mPa}\cdot\text{s}$ at 20°C at shear rate $\geq 100 \text{ s}^{-1}$, verified by cone-plate viscometer curves across $0\text{--}40^\circ\text{C}$. Must be confirmed with the foam pump manufacture prior to procurement.
 - Compatibility:
 - Proven compatibility with the installed foam pumps, proportioners, monitors, and portable pourers.
 - Supplier must provide certification or test evidence demonstrating successful induction and discharge performance with comparable equipment.
 - Fire Performance (at 3% induction):
 - NFPA 11 (2021) – Foam must be tested and certified at the AFFF application rate of 0.10 gpm/ft^2 ($\approx 4.1 \text{ L/min/m}^2$) on hydrocarbon fuels.
 - Certification must demonstrate extinguishment within NFPA-specified control and extinction times at this application density.

- Foams requiring higher application rates to meet extinguishment criteria shall not be accepted.
 - EN 1568-3 (2018) – Compliant for hydrocarbon fuels.
 - IMO MSC.1/Circ.1312 – Approved for use in marine fixed fire-extinguishing systems.
 - MED/3.58 approval (Marine Equipment Directive) or equivalent notified body certification.
 - GESIP or equivalent certification for oil industry use.
 - Performance Benchmarks:
 - Low Expansion: $\geq 7:1$.
 - Medium Expansion: $\geq 30:1$.
 - 25% Drainage Time: ≥ 2 minutes.
 - Foam Blanket Stability: ≥ 5 minutes without coalescence or channeling.
 - Direct application capability onto hydrocarbon fuels.
 - Environmental and Regulatory:
 - 100% fluorine-free (no PFOS, PFOA, PFHxS or other perfluorinated surfactants).
 - Fully biodegradable and compliant with EU REACH and international chemical safety regulations.
 - Supplier to provide a valid SDS.
 - Packaging and Warranty:
 - Shelf life: ≥ 10 years in original unopened packaging.
 - Supplied in sealed 20 L pails, 200 L drums, or 1000 L IBCs.
 - Packaging must be UV-protected, labelled with batch number, production date, and expiry date.
- Foam Pump and System Inspection
 - Verify and document the condition and configuration of the two foam pumps, including suction/discharge lines, non-return valves, seals, control logic, and piping alignment.
 - Inspect all flow-metering devices, pressure gauges, and instrumentation linked to the foam-pump delivery system.
 - Check pump inlet and outlet isolation valves, sight glasses, strainers, and associated fittings for corrosion, leakage, wear, or blockage.
 - Confirm compliance of all foam pump and proportioner components with the viscosity range of the procured foam.
- Portable Pourer Inspection
 - Inspect the four portable foam pourers for condition, including nozzles, pick-up tubes, couplings, and hoses.
 - Verify mounting frames, reels, and storage cabinets for corrosion, damage, and ease of deployment.

- **Functional and Performance Testing**
 - All costs for inspection, testing, consumables, lab analysis, and reporting shall be included in the Consultants pricing.
 - Conduct ratio-accuracy trials at 25%, 50%, 75%, and 100% of rated pump capacity. Verify induction accuracy within $\pm 1\%$ of 3% via laboratory analysis or calibrated refractometer.
 - Measure expansion ratio and 25% drainage time in accordance with EN 13565-2 Annex B; confirm compliance with NFPA 11 and EN 1568 thresholds.
 - Assess foam blanket stability for ≥ 5 minutes, observing for absence of coalescence or channeling.
 - Operate each fixed monitor and portable pourer with foam solution at full flow:
 - Verify spray pattern, throw distance, and coverage.
 - Compare against design drawings, manufacturer specifications, and NFPA 11.5.3 ($\leq 75\%$ of throw to farthest hazard point).
 - Cycle all manual and automatic valves in the foam-pump room and risers under foam-water flow conditions; confirm smooth actuation, absence of leakage, and no unintended bypass.
- **Acceptance Criteria**
 - Induction accuracy: $\pm 1\%$ of 3% target concentration.
 - Meets or exceeds NFPA 11 AFFF minimum application rate of 4.1 L/min/m² for hydrocarbon fuels.
 - Expansion ratio and drainage time compliant with EN 1568 and NFPA 11.
 - Throw distance $\geq 90\%$ of manufacturer's rated performance and within NFPA 11 coverage requirements.
 - All valves and pourers operate without seizure, leakage, or bypass.

2.3 ELECTRICAL ENGINEERING SERVICES

The Consultant shall assess, test, and provide a redesign methodology for the deluge valve and control system serving the fixed foam monitors at the Tanker Berth.

- **System Assessment**
 - Verify the current configuration of deluge valves, solenoid actuation, booster pumps, and associated control logic.
 - Identify root causes of the following operational deficiencies:
 - Inability to independently open/close each monitor (all open simultaneously).
 - Extended pre-priming requirement (~ 35 minutes) to avoid water hammer and line blow-out.
 - Repeated solenoid failures without resolution of underlying fault.
 - Review valve specifications, piping arrangement, trim assemblies, and electrical wiring against design intent and NFPA 11 requirements.

- Confirm whether the existing deluge valves (ZSFM diaphragm type) are suitable for monitor control or whether reconfiguration/replacement is required.
- Functional and Performance Testing
 - Operational checks of each deluge valve and solenoid, recording open/close timing, pressure transients, and control sequence response.
 - Hydraulic simulations and/or measurements to assess pressure surges, hammer risk, and line fill times.
 - Valve cycling tests to confirm mechanical integrity and consistency of operation.
- Redesign Deliverables
 - Provision of independent operation for each monitor, either through:
 - Individual deluge valves per monitor, or
 - Modified control logic and trim enabling isolation and selective actuation.
 - Design of a rapid priming system that eliminates the 35-minute pre-fill delay while controlling surge pressures (e.g., automatic priming loops, pressure maintenance jockey system, or staged opening sequences).
 - Electrical/control modifications for solenoid valves, wiring, PLC/relay logic, and power supply to ensure reliable independent actuation.
 - Recommendations for valve trim upgrades (anti-water hammer devices, pressure relief arrangements, acceleration chambers if required).
 - Confirmation of compliance with:
 - NFPA 11 (2021) – Foam system design and control.
 - ASME B31.3 – piping and surge integrity.
 - IEC/EN 60079 & SANS 10108 – hazardous area electrical compliance.
- Acceptance Criteria
 - Each monitor shall be operable independently, with full flow achieved within ≤ 60 seconds of actuation.
 - Pre-priming shall not exceed 5 minutes total for the system, with automatic priming or surge-control measures in place.
 - No water hammer or damaging surges shall occur during opening or closing.
 - Solenoid actuation shall be reliable, with manual emergency override available.
- Reporting and Deliverables
 - The Consultant shall provide:
 - Root cause analysis of existing system failures.
 - Engineering options for system modification/replacement.
 - Control logic diagrams and wiring schematics.
 - Revised P&IDs and layout drawings with recommended valve/control upgrades.
 - Costed recommendations (Class 3 estimate) for corrective works.
 - Test records, hydraulic calculations, and risk assessment for surge control.

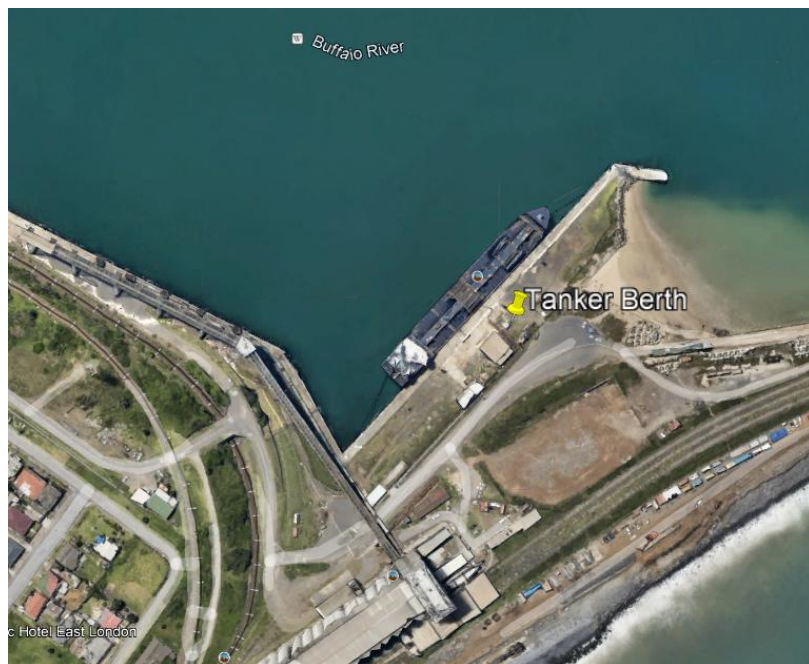
3 List of reference drawing/sketch and supporting information

The table below shows a list of drawings attached as annexures to this document. The drawings are not as-built information and are shared for information only.

Drawing number	Revision	Title
16684-D01	B	Proposed General Arrangement
16684-D02	B	General Arrangement of Proposed Fire Fighting Pump House
16684-D03	B	Sections & Isometric View of Fire Fighting Pump Station
16684-D04	B	Isometric View of Vertical Turbine Pumps

4 Site Location

All works are located at the Port of East London, at the West Bank Precinct at the Tanker Berth Facility. The diagram below shows the location of the works.



5 Specifications

The Consultant shall execute the Services in accordance with the latest editions (at the Starting Date) of the standards listed below and any applicable South African legislation, municipal by-laws, and Port Authority rules. Where a listed standard is revised during the contract, the Consultant shall notify the Employer and confirm the edition applied in the deliverables.

- Order of precedence (in case of conflict)
 - South African law and statutory requirements (including OHS Act and regulations), Port Authority rules.
 - SANS standards and SA-specific adoption of IEC/ISO standards.
 - NFPA / EN / IMO / ISO / IEC (as applicable to fire protection, foam systems and hazardous areas).
 - API / ASME / AWWA / MSS / AWS / NACE / ASTM (for mechanical, coating, testing).
 - ISGOTT and recognised industry guidance.
- Fire protection – foam systems, monitors, pumps

Standard	Title / Scope
NFPA 11	Foam Systems – Application, design, testing; includes AFFF hydrocarbon application rate of 0.10 gpm/ft ² (~4.1 L/min/m ²) requirement
NFPA 16	Foam-Water Sprinkler and Foam-Water Spray Systems
NFPA 20	Installation of Stationary Fire Pumps for Fire Protection
NFPA 24	Installation of Private Fire Service Mains and Appurtenances
NFPA 25	Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
NFPA 30	Flammable and Combustible Liquids Code
NFPA 307	Fire Protection of Marine Terminals, Piers, and Wharves
EN 1568-1/2/3/4	Firefighting Foams – Part 3: Hydrocarbon fuels (performance testing)
EN 13565-2	Foam Systems – Design, Construction, Acceptance, Maintenance
IMO MSC.1/Circ.131 2	Foam Concentrates for Fixed Systems – Marine approval
MED 2014/90/EU (MED/3.58)	EU Marine Equipment Directive – Foam certification
UL 162	Foam Equipment and Liquid Concentrates
FM 5130	Foam Extinguishing System Components
ISGOTT	International Safety Guide for Oil Tankers and Terminals

- Mechanical – Piping, Valves, Pumps

Standard	Title / Scope
ASME B31.3	Process Piping
ASME B31.4	Pipeline Transportation Systems for Liquids and Slurries
ASME B16.5 / B16.47	Pipe Flanges and Flanged Fittings
MSS SP-58/69/89	Pipe Hangers and Supports – Materials, selection, fabrication/installation
API 598	Valve Inspection and Testing
ISO 5208	Industrial Valves – Pressure Testing
ISO 9906	Rotodynamic Pumps – Hydraulic Performance Tests
SANS 347	Categorisation and Conformity Assessment for Pressure Equipment

- Hazardous Areas, Electrical & Controls

Standard	Title / Scope
SANS 10108	Classification of Hazardous Locations
SANS/IEC 60079-10-1	Explosive Atmospheres – Area Classification (Gas)
SANS/IEC 60079-14	Explosive Atmospheres – Electrical Installations – Design, Selection, Installation
SANS/IEC 60079-17	Explosive Atmospheres – Electrical Installations – Inspection & Maintenance
SANS 10142-1	The Wiring of Premises (LV Installations)
IEC 61511-1/2/3 (ISA 84)	Functional Safety – Safety Instrumented Systems
SANS 10313	Protection against Lightning – Structures and Life Hazard
SANS 10199	Design and Installation of Earth Electrodes

- Coatings, Corrosion & Surface Preparation

Standard	Title / Scope
ISO 12944 (Parts 1–9)	Corrosion Protection of Steel Structures by Protective Paint Systems – C5-M marine exposure
ISO 8501-1	Surface Cleanliness – Visual Standards
ISO 8502 Series	Tests for Surface Cleanliness – Soluble salts, dust
ISO 8503 Series	Surface Roughness Standards
ASTM D7091	Dry Film Thickness (DFT) Measurement of Coatings
ASTM D3359	Adhesion by Tape Test
ASTM D4541	Pull-Off Strength of Coatings
NACE SP0188 / ASTM D5162	Holiday (Pinhole) Testing of Protective Coatings
NACE SP0108	Corrosion Control of Offshore Structures

- Welding, NDT & QA/QC

Standard	Title / Scope
ISO 9712	Qualification and Certification of NDT Personnel
ASME BPVC Section V	Nondestructive Examination
ASME BPVC Section IX	Welding and Brazing Qualifications
AWS D1.1	Structural Welding Code – Steel

- Static, Bonding, Earthing

Standard	Title / Scope
SANS 10123	Control of Undesirable Static Electricity
API 2003	Protection Against Ignitions from Static, Lightning and Stray Currents
SANS 10313 / SANS 10199	Lightning Protection and Earthing Integration

- Documentation, QA & Testing Labs

Standard	Title / Scope
ISO 9001	Quality Management Systems – Supplier/Manufacturer QMS
ISO/IEC 17025	Competence of Testing/Calibration Laboratories

6 Constraints on how the *Consultant* Provides the Works

- The service provider must plan the work around the operations at Tanker Berth, and all access to the Tanker Berth will be granted by the Port Security department.
- Access to sites must be arranged in advance (seven days).
- The service provider will be granted one week to secure full access to the site and carry out all necessary activities. The request for full occupation must be coordinated with the Project Manager within seven days. Approval for this request will depend on the vessel's operations. The service provider may be assigned a different date than the one originally requested. It is essential for the service provider to maintain close communication with the Project Manager and to be flexible in accommodating the vessel's operational schedule.
- The works in the area can be done during the day; night shift work will only be allowed with permission from the port.

7 Document Control

The Project Management Office filing system will be utilized; any document will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, PM instructions, invoices and payment certificates, access certificates, quality and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the

Document Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party contractors and to the Employer must be submitted through the Employer's Document Control Department.

8 Requirements for the programme

The service provider must complete this work within five months and submit a Level 3 project programme. The schedule must be in a Microsoft Projects (MSP) format. The programme must show all the resources, dependencies and must have an execution logic. The critical path of the proposed programme must be clearly indicated. The proposed programme must not have any constraints nor activities that span more than 2 weeks.

9 Health & Safety Requirements

The Professional Service Provider shall comply with all applicable health and safety laws and regulations pertaining to safety, health, environment protection, fire protection and security, which are applicable to the location where the activity is being conducted. The Professional Service Provider shall also comply at all times with the requirements as set forth by TNPA Policies, Rules and Regulations, written instructions and all requirements stipulated in the contract. The Professional Service Provider must demonstrate adequate levels of insurance for worker's compensation and general liability, recovery measures related to or arising out of the performance of the contract in order to protect the work, the personnel and property of Transnet National Ports Authority, contractor, sub-contractor, all third parties and public from the hazards and risks associated with the planning and execution of work.

The Professional Service Provider must disclose to the TNPA, if they are going to contract with a sub-contractor to perform any of the work. The agreement will also cover a site specific health and safety plan for the contracted work. Any contract terms and conditions agreed to with the Professional Service Provider will also apply to sub contracted individuals and companies.

10 Right to Stop

TNPA representatives or its designated representatives shall have the right to prohibit commencement of work or to stop any activity in progress if the equipment, machinery, personnel or work conditions are considered at TNPA's discretion to be unsafe or not to be in compliance with any applicable rules, regulations and procedures in TNPA

Stoppage of the work shall be at the contractor's expense until the contractor has satisfactorily rectified such defects and unsafe conditions. In the event of serious or repeated infringements, TNPA may terminate the contract without compensation.

11 Project Health and Safety plan

Prior to mobilisation, the contractor shall prepare and submit a project specific SHE plan to TNPA which, as a minimum, contains the followings:

- a) Legal & site specific requirements.
- b) Hazard Identification, Risk Assessment and Risk Control.
- c) Injury Management.
- d) Education, Training and Competency.

Special arrangements will need to be requested to get approvals for Health & safety Plans for any emergency work.

12 Safety Induction

Prior to gaining access to the TNPA sites, each individual shall attend a TNPA Safety Induction Course. The intention of the course is to provide the individual workers with an overview of the Ports specific safety programs rules, inherent risk, procedures and the like.

13 Incidents

Every person who becomes aware of any unsafe or abnormal condition that could lead to or has led to an incident shall report it immediately to the person's supervisor as well as TNPA. Any injury shall immediately be reported to the person's supervisor as well as TNPA. This shall also apply to any other type of medical or sickness problems that occur. All incidents or potential incidents are also to be reported to TNPA.

14 Personnel Protective Equipment [PPE]

The following is to be worn as a minimum requirement on the berths:

- a) Hard hats
- b) Safety shoes
- c) Life jacket when within 2 meters of water's edge.
- d) Long sleeved overalls, preferably fire resistant, which shall be highly visible with reflective bands on the arms and legs or reflective vests with company logo or name to be boldly displayed.
- e) No shorts permitted on berths.
- f) No short sleeve shirts permitted.
- g) Chemical goggles during cargo working

All other requirements are as per the applicable symbolic safety signage and/or relevant demarcations, or as directed by a TNPA representative.

15 Electrical and Electronic Equipment

Electrical and electronic equipment are considered to be potential ignition sources at Tanker berth.

- a) Only intrinsically safe appliances approved by TNPA may be switched on or used in the berths. Owners of such devices will carry with them the approval certificate for use at all times
- b) No cameras including video cameras may be used and no photographs may be taken without an approved camera permit as well as an approved hazardous work permit.
- c) No portable radios, mobile radios, electronic or electrical instrumentation, monitoring or measuring tools, torches, lights and any other similar item may be used unless it is certified with the appropriate hazardous electrical equipment classification and approved by the TNPA for use or it is used in terms of an approved hazardous work permit.

16 Work Permit

Prior to any work commencing at Tanker berth, the *Professional Service Provider* is required to obtain a work permit from the Fire department.

A Hazardous Work Permit is required for:

- a) Any operation or task that has the potential to generate an ignition source
- b) Any confined space entries, including tanks, vessels and sewers.
- c) Excavations.
- d) Working at heights
- e) Working on the berths.

17 Invoices

All invoices submitted by the *Professional Service Provider* shall be VAT invoices, which invoices shall be accompanied by a daily activity sheet covering the services together with, where relevant, a brief explanation as to what the time covered, the task order number and a full breakdown of expenses to which receipts relate.

18 Safety Health and Environment File Requirements

SHE File is to be kept on site at all times whilst working on site. The file has to contain amongst others:

- a) Valid Letter of Good Standing with the Compensation Insurer.
- b) Client, Safety, Health and Environmental Specification.
- c) Health and Safety Plan.
- d) Risk Assessment
- e) Appointments

- f) Health and Safety Training Records - Induction Records and Toolbox Talks.
- g) List of Subcontractors
- h) Emergency Contact Numbers
- i) First Aider and Equipment
- j) PPE and Clothing, Register
- k) Environmental Management Plan
- l) Incident Investigation Report
- m) Medical Examinations (Medical practitioners must be an Occupational medical doctor).

N.B. All Safety, Health and Environmental costs must be listed in the pricing schedule.

19 Activity Schedule Items & deliverables

The table below outlines the items according to the C2 document or pricing data. The Service Provider should pay close attention to the expected deliverables associated with each item listed in the activity schedule. These deliverables will be used to confirm the processing of payment for each listed item.

Phase	Activity	Detailed Requirements	Deliverables
Mobilisation	Kick-off meeting & document review	Review existing drawings, O&M manuals, previous test reports. Confirm standards, safety procedures, and access requirements.	Meeting minutes, document register
	SHEQ submissions	Submit SHE Plan, risk assessments, method statements.	Approved SHE plan & permits
	Access preparation	Confirm berth access schedule, permits, safety inductions.	Access plan & induction records
Inspection & Testing – Pipework & System Components	External inspections	Inspect pipework, valves, supports, hangers, flanges, expansion joints, strainers for corrosion, wear, misalignment, coating degradation.	Field checklists, annotated photos
	Internal inspections	Borescope inspection of pipe internals and removable spools.	Photo/video log, findings report
	Ultrasonic thickness testing	UT on all critical pipe runs, 3 readings per metre. Generate histograms and corrosion maps.	Thickness dataset, corrosion maps
	NDT on welds and fittings	Conduct MPI, DPI, RT, hardness and material verification (ISO 9712 Level II).	Certified NDT reports

Phase	Activity	Detailed Requirements	Deliverables
	Support & expansion inspection	Assess all anchors, guides, clamps for structural integrity and overstress.	Condition register
	Functional checks	Cycle all valves, assess operability, tightness, calibration of gauges and instruments.	Valve register, calibration certificates
	Corrosion assessment	Identify corrosion types, evaluate coating condition.	Corrosion assessment summary
Inspection & Testing – Fire Monitors	External & nozzle condition	Inspect for corrosion, erosion, cracking, misalignment, nozzle tip wear.	Monitor inspection sheets
	Mechanical checks	Verify swivel joints, gear mechanisms, lubrication, bolting, supports.	Mechanical inspection sheets
	Functional tests	Rotate through full horizontal & vertical range, test manual & remote controls.	Test sheets
	Hydraulic performance	Flow testing with water and foam; measure flow, pressure, throw, pattern. Compare with design, NFPA 11.	Hydraulic test report
Inspection & Testing – Foam Proportioning System & Pourers	Foam procurement	Procure 200 L of fluorine-free foam concentrate tested at NFPA 11 AFFF rate of 4.1 L/min/m ² , EN 1568-3, IMO 1312, MED/3.58. Confirm pump viscosity compatibility.	Supplier certification, viscosity curves, SDS
	Pump & proportioner inspection	Inspect foam pumps, suction/discharge, NRVs, strainers, seals, gauges, logic.	Inspection sheets
	Portable pourer inspection	Inspect nozzles, pick-up tubes, hoses, couplings, reels, cabinets.	Inspection sheets
	Functional foam testing	Ratio accuracy trials at 25%, 50%, 75%, 100% capacity (±1% accuracy). Expansion ratio, drainage time, foam stability.	Certified test sheets, lab analysis
	Discharge performance	Operate monitors/pourers on foam; verify throw distance, spray pattern, coverage vs NFPA 11.5.3.	Annotated 'as-tested' drawings
	System assessment	Verify deluge valves, solenoids, booster pumps, wiring, logic. Identify faults	System assessment report

Phase	Activity	Detailed Requirements	Deliverables
Inspection & Testing – Electrical & Controls		(simultaneous actuation, pre-priming delays, solenoid failures).	
	Functional tests	Record valve actuation timing, pre-fill duration, surge pressures.	Test data sheets
	Hydraulic simulation	Model surge and hammer risks, validate mitigation.	Surge assessment report
Design & Engineering Deliverables	Condition Assessment Report	Executive summary, methodology, findings by component, NDT results, corrosion maps, grading, compliance evaluation, risk register, service life estimates.	Final condition assessment report
	As-built & revised drawings	Updated P&IDs, GA, isometrics, electrical schematics, monitor coverage diagrams.	DWG + PDF drawing set
	Repair methodology specification	Procedures for spool replacement, valve refurbishing, re-commissioning. Include material, weld, QA, safety requirements.	Specification document
	Coating & surface protection spec	Define prep (SA 2.5), coating system (ISO 12944-5 C5-M), DFT, QA/QC.	Coating specification
	BOQ for repairs	CESMM-aligned BOQ for all repair/replacement items, cross-referenced to tags.	BOQ document
	Equipment inventory	Register of all equipment with model, serial, capacity, manufacturer.	Equipment register
	Redesign methodology (deluge valves)	Engineering solution for independent monitor operation, rapid priming system (<5 min), surge mitigation, solenoid/logic upgrades.	Redesign report, control logic diagrams
Planning & Costing	Preliminary cost estimate	Class 3 cost estimate for repair/upgrade works.	Cost estimate report
	Prioritisation matrix	Rank repairs High/Medium/Low with justification.	Matrix document
Maintenance & Handover	Maintenance plan development	NFPA 25/SANS-based plan with intervals, procedures, resources, checklists, 5-year forward schedule, record-keeping template.	Maintenance plan (PDF + editable format)

Phase	Activity	Detailed Requirements	Deliverables
	Handover & training	Present findings, train Employer team on maintenance plan and key risks.	Handover presentation, training attendance sheet