Transnet Group Capital
a specialist unit of TRANSNET SOC LTD
[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

REQUEST FOR PROPOSAL (RFP)

FOR THE: DESIGN OF S09 CONVEYOR AND DESIGN OF S08 MOVING HEAD IN THE PORT OF RICHARDS BAY

RFP NUMBER : 4227625-102
ISSUE DATE : 05 APRIL 2019
COMPULSORY BRIEFING : 12 APRIL 2019
CLOSING DATE : 10 MAY 2019
CLOSING TIME : 12h00pm
TENDER VALIDITY PERIOD : 12 WEEKS FROM CLOSING DATE
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The Contract

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T1.1 Tender Notice and Invitation to Tender

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Design of S09 Conveyor and Design of S08 Moving Head in the Port of Richards Bay</th>
</tr>
</thead>
</table>

**TENDER FEE AND BANKING DETAILS**

This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za free of charge. Alternatively, this RFP may be purchased at R250 [inclusive of VAT] on a CD for those Tenderers that require a copy from Transnet rather than downloading from the website. Tenderers are however encouraged to download the RFP from the National Treasury eTender Portal instead. If a CD containing the RFP is required, prior arrangements must be made one (1) day in advance with the contact person listed below. This CD containing the RFP may be collected during work hours.

Payment is to be made as follows:

Bank: Standard Bank  
Account Number: 00 126 5741  
Branch: Carlton Centre  
Branch code: 0023055  
Account Name: Transnet Group Capital  
Reference: 4227625-102

**NOTE:**

1. This amount is not refundable. Proof of payment for such payment made must be presented when collecting the CD containing the RFP.

2. It is the responsibility of the tenderer to ensure receipt of a complete RFP with specifications, drawings and annexures.

**COLLECT CD CONTAINING RFP FROM:**

Transnet Group Capital (TGC), Transnet SOC Ltd  
1st Floor Lakeview Terrace  
7 Trinidad Parking  
Richards Bay  
3900  
South Africa.  
Contact Person: Fhulufhzedzani Kone  
Email address: Fhulufhzedzani.Kone@transnet.net
## ISSUE DATE AND COLLECTION DATE DEADLINE

Between 09:00 and 15:00 from Friday, 05 April 2019 until Thursday, 11 April 2019.

Note: If a tender fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect a CD containing the RFP on behalf of a Tenderer, please ensure that this person [the third party] has a “proof of payment” receipt for presentation to Transnet when collecting the CD containing the RFP.

## COMPULSORY TENDER CLARIFICATION MEETING

A compulsory briefing session will be held at Lakeview Terrace, 1ST Floor, 7 Trinidad, Richards Bay. GPS (28°46'9.03"S 31°58'12.71"E) on Friday, 12 April 2019, at 10:00 [10 O’clock] for a period of ± 3 (three) hours. [Tenderers to provide own transportation and accommodation].

The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

A Site visit/walk will take place, tenderers are to note:

- Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.
- Tenderers without the recommended 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 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.

Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.

Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer’s Representative.

Tenderers failing to attend the compulsory tender briefing will be disqualified.

## CLOSING DATE

12:00pm on Friday, 10 May 2019

Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 weeks from the Tender Closing Date.</td>
<td>Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' tender will be deemed to remain valid until a final contract has been concluded.</td>
</tr>
</tbody>
</table>

2. TENDER SUBMISSION

Tender Offers must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Group Capital Acquisition Council
RFP No: 4227625-102
Description: Design of S09 Conveyor and Design of S08 Moving Head in the Port of Richards Bay
Closing date and time: Friday, 10 May 2019 at 12:00 PM
Closing address: [Refer to options in paragraph 3 below]

All envelopes must reflect the return address of the Tenderer on the reverse side.

3. DELIVERY INSTRUCTIONS FOR TENDER

3.1. Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located as per the address below and must be addressed as follows:

FHULUFHEDZANI KONE
TRANSNET GROUP CAPITAL
1ST FLOOR LAKEVIEW TERRACE
7 TRINIDAD PARKING
RICHARDS BAY
3900
SOUTH AFRICA

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above.
3.2. **Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Group Capital Acquisition Council and a signature obtained from that Office:

FHULUFEDZANI KONE  
TRANSNET GROUP CAPITAL  
1ST FLOOR LAKEVIEW TERRACE  
7 TRINIDAD PARKING  
RICHARDS BAY  
3900  
SOUTH AFRICA

3.3. If tender offers are not delivered as stipulated herein, such tenders will not be considered.

3.4. No email or faxed tenders will be considered, unless otherwise stated herein.

3.5. 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.

3.6. Envelopes must not contain documents relating to any Tender other than that shown on the envelope.

4. **CONFIDENTIALITY**

All information related to this RFP is to be treated with strict confidence. 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 Goods, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information must be obtained from Transnet.

5. **COMPLIANCE**

The successful tenderer shall be in full and complete compliance with any and all applicable laws and regulations.

6. **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:

6.1. Modify the tender services and request Tenderers to re-tender on any changes;

6.2. Reject any tender which does not conform to instructions and specifications which are detailed herein;

6.3. Disqualify tender/s submitted after the stated submission deadline [closing date];
6.4. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another Tenderer.

6.5. Not necessarily accept the lowest priced tender or an alternative Tender;

6.6. Reject all tenders, if it so decides;

6.7. Withdraw the tender on good cause shown;

6.8. Award business in connection with this tender at any time after the tender closing date;

6.9. Award business for only a portion of the proposed services which are reflected in the scope of this tender

6.10. Split the award of business between more than one service providers should it be more advantageous in terms of, amongst others, cost or developmental considerations at Transnet’s discretion;

6.11. 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 cancel the contract;

6.12. Request audited financial statements or other documentation for the purposes of a due diligence exercise;

6.13. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

6.14. 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;

6.15. 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);

6.16. 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.

6.17. Not be held liable if Bidders do not respond with their contact details by the date stipulated in “Issue date and collection date deadline” above, and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.

6.18. In addition, Transnet reserves the right to exclude any Tenderers from the bidding 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. Respondents are required to indicate
in tender returnable [clause 12 on RFP breach of law], [breach of law] whether or not they have been found guilty of a serious breach of during the past 5 [five] years.

7. Should the preferred Tenderer fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next ranked Tenderer, provided that he/she is still prepared to provide the required goods at the quoted rate. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

8. Repeal of Construction Sector Codes
   8.2. The repeal implies that the Construction Sector Codes cease to exist from the 17th of February 2016.
   8.3. All Measured Entities operating in the Construction Sector will be required to make use of B-BBEE Generic Codes of Good Practice as amended and issued in terms of section 9(1) of the B-BBEE Act No. 53 of 2003 as amended by Act No.46 of 2013.
   8.4. The application of the B-BBEE Generic Codes of Good Practice as amended must be in accordance with the Notice of Clarification published in the Notice No.444 of 2015 published in the Government Gazette no.38799 on 15 May 2015.

9. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE
   9.1. Respondents 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/. Respondents 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...............................
10. LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet’s Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

11. SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

12. PROTECTION OF PERSONAL DATA

In responding to this tender, Transnet acknowledges that it may obtain and have access to personal data of the Tenderers. Transnet agrees that it shall only process the information disclosed by Tenderers in their response to this tender for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Tenderers or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Tenderers. Similarly, Transnet requires Tenderers to process any personal information disclosed by Transnet in the Tender process in the same manner.

Kindly note that 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.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com
ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS AND INTENTION TO TENDER

(To be returned within 5 days after receipt)

FAX TO: Transnet Group Capital
Attention: Fhulufhzedzani Kone
Email: Fhulufhzedzani.Kone@transnet.net

Project No.: 4227625
Tender No.: 4227625-102
Closing Date: 10 May 2019 at 12 pm

FOR: DESIGN OF S09 CONVEYOR AND DESIGN OF S08 MOVING HEAD IN THE PORT OF RICHARDS BAY

We: 

Do wish to tender for the work and shall return our tender by the due date above

Do not wish to tender on this occasion and herewith return all your documents received

Check

Yes ☐

Yes ☐

REASON FOR NOT TENDERING:

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

COMPANY’S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS

________________________________________________________________________________________

________________________________________________________________________________________

SIGNATURE: ____________________________

DATE: ____________________________
**T1.2 Tender Data**


This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and the erratum notices issued thereafter (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.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The Employer is Transnet SOC Ltd (Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the Employer comprise:</td>
</tr>
<tr>
<td></td>
<td><strong>Part T: The Tender</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part T1: Tendering procedures</strong></td>
</tr>
<tr>
<td></td>
<td>T1.1 Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 Tender data</td>
</tr>
<tr>
<td></td>
<td><strong>Part T2: Returnable documents</strong></td>
</tr>
<tr>
<td></td>
<td>T2.1 List of returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.2 Returnable schedules</td>
</tr>
<tr>
<td></td>
<td><strong>Part C: The contract</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part C1: Agreements and contract data</strong></td>
</tr>
<tr>
<td></td>
<td>C1.1 Form of offer and acceptance</td>
</tr>
<tr>
<td></td>
<td>C1.2 Contract data (Part 1 &amp; 2)</td>
</tr>
<tr>
<td></td>
<td><strong>Part C2: Pricing data</strong></td>
</tr>
<tr>
<td></td>
<td>C2.1 Pricing instructions</td>
</tr>
<tr>
<td></td>
<td>C2.2 Task Schedule</td>
</tr>
</tbody>
</table>
Part C3: Scope of Services

<table>
<thead>
<tr>
<th>F.1.4</th>
<th>The Employer’s agent is:</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name:</td>
<td>Fhulufhdzani Kone</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
<td>1st Floor, Lakeview Terrace, 7 Trinidad Parking Richards Bay, 3900, South Africa</td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td>035 905 4603</td>
</tr>
<tr>
<td></td>
<td>E – mail</td>
<td><a href="mailto:Fhulufhdzani.Kone@transnet.net">Fhulufhdzani.Kone@transnet.net</a></td>
</tr>
</tbody>
</table>

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

1. **Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:**

   It is a specific tendering condition that only respondents falling in one of the following categories may respond to this RFP:
   - Respondents with a B-BBEE Status Level of 1 to 4;
   - An EME or QSE which is at least 51% owned by black people;
   - An EME or QSE which is at least 51% owned by black people who are youth;
   - An EME or QSE which is at least 51% owned by black people who are women;
   - An EME or QSE which is at least 51% owned by black people with disabilities;

   Any tenderer that fails to meet the pre-qualifying criteria stipulated above will be regarded as an unacceptable tender and will not be further evaluated.

2. **Stage Two – Eligibility with regards to attendance at the compulsory clarification meeting:**

   An authorised representative of the tendering entity must attend the compulsory clarification meeting in terms F.2.7 below.

3. **Stage Three - Functionality:**

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

   Any tenderer that fails to obtain the minimum qualifying score for functionality will be regarded as an unacceptable tender.
The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in F.3.11.3 below.

The minimum qualifying score for functionality is 60 points.

The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register. Tenderers are also required to bring their RFP document to the briefing session and have their returnable document T2.2-01 Certificate of Attendance signed off by the Employer’s authorised representative.

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be as an original, plus 1 (One) copy and shall be in the English Language.

F.2.13.5 The Employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

Location of tender box
Reception, 1st Floor, Lakeview Terrace (Absa Building), 7 Trinidad Parking, Richards Bay.
(Transnet Group Capital)

Physical address:
1st Floor, Lakeview Terrace,
7 Trinidad Parking
Richards Bay,
3900, South Africa

Identification details:
The tender documents must be submitted labelled with:
▪ Name of Tenderer:
▪ Contact person and details;
▪ The Tender Number: 4227625-102
▪ The Tender Description: Design of S09 Conveyor and Design of S08 Moving Head in the Port of Richards Bay.

Documents must be marked for the attention of: Employer’s Agent: Mr Fhulufhzedzani Kone

NO LATE TENDERS WILL BE ACCEPTED

F.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.
The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

The tender offer validity period is **12 weeks** after the closing date.

Provide, on request by the Employer, any other material information that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for of submission stated in the Employer’s request, the Employer may regard the tender offer as non-responsive.

The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS PIN to verify Tenderers compliance status**;
2. A valid certified SANAS accredited B-BBEE verification certificate, and
3. Certified Letter of Good Standing with the Workmen’s compensation fund

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

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

The procedure for the evaluation of responsive tenders is Method 2 (Price and Preference):

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

In the event that all tenderers that are evaluated in terms of functionality do not meet the minimum stipulated points for functionality, Transnet reserves the right to lower the minimum stipulated threshold points (threshold) from 60 (Sixty) to 55 (Fifty-five) points

### Functionality Criteria

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

<table>
<thead>
<tr>
<th>Quality Criteria</th>
<th>Sub-Criteria</th>
<th>Sub-Criteria Point Allocation</th>
<th>Maximum number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>T2.2-02:</strong> Programme</td>
<td>The tenderer shall provide the proposed programme showing as a minimum the following:-</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Programme must be in Primavera 6 scheduling software or MS Project.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Identify all relevant project milestones, including Employer project key dates.</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>
**Tender Number:** 4227625-102  
**Description of the Services:** Design of S09 Conveyor and Design of S08 Moving Head in the Port of Richards Bay

<table>
<thead>
<tr>
<th>T2.2-03: Management and CV’s of Key Persons</th>
<th>Tenderers must be able to demonstrate project experience of staff allocated to the project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Organizational structure include a clear indication of roles and responsibilities and specific function of each team member</td>
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<tr>
<td></td>
<td>CV's showing the qualifications, relevant experience and adequacy for the assignment of key staff and specialists that will form part of the tenderer’s team which shall include amongst other the following:</td>
</tr>
<tr>
<td></td>
<td>Project/Contracts manager</td>
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<tr>
<td></td>
<td>Mechanical Engineer</td>
</tr>
<tr>
<td></td>
<td>Electrical Engineer</td>
</tr>
<tr>
<td></td>
<td>C&amp;I Engineer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>T2.2-04: Previous Experience</th>
<th>Tenderers are to demonstrate relevant previous project experience similar to this Scope of Works:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Demonstrate through previous Experience in the delivery of similar works to have executed projects within South Africa, understanding of the existing governing laws and regulations and the strategy in liaising with external and internal stakeholders, including labour dynamics, etc., and shall supply a sufficiently detailed reference list with contact details of the past and existing customers and also indicate their previous experience relating to the Engineering, Procurement, Construction and Management (EPCM) capability.</td>
</tr>
<tr>
<td></td>
<td>Projects in material handling and associated infrastructure design capability within the last 10 years and the value of the projects</td>
</tr>
<tr>
<td></td>
<td>Bulk material handling design and simulation inclusive of chute modelling and material flow considering conveyor design in its entirety (Loading, offloading, fire protection, etc.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>T2.2-05: Approach Paper</th>
<th>The approach paper should articulate what the tenderer will provide in achieving the stated objectives for the project which should include a high level activity schedule, resources and cash flow for each required Task.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The tenderer must as such explain his / her understanding of the objectives of the services and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>T1.2: Tender Data</strong></td>
<td></td>
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</tbody>
</table>

**Provide a resource loaded schedule, clearly outlining how the Consultant plans to execute the work.**  
**Consultant must indicate where exactly their project float resides.**  
**Show clearly the sequencing of all deliverables/activities**  
**Schedule basis of Assumption and Exclusions.**  
**Identify a realistic project critical path.**
technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

| Maximum score | 100 |

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

- T2.2-02 Programme
- T2.2-03 Management & CVs of Key Persons
- T2.2-04 Previous Experience
- T2.2-05 Approach Paper

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

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. (See CIDB Inform Practice Note #9)

**In the event that all tenderers that are evaluated in terms of functionality do not meet the minimum stipulated points (threshold) for functionality, Transnet reserves the right to lower the minimum stipulated points (threshold) from 60 (Sixty) to 55 (Fifty-five) Points.**

**Note:** Any tender not complying with the above mentioned stipulations, will be regarded as non-responsive and will therefore **not** be considered for further evaluation. This note must be read in conjunction with Clause F.2.1.
F.3.11.7 The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of $W_1$ is:

80 where the financial value inclusive of VAT of one or more responsive tenders received have a value below or equal to R 50,000 000

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

(Should the BBBEE rating not be provided, Transnet reserves the right to award no points. Transnet also 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. Tenderers with no BBBEE accreditation will score zero points for preferencing.)

F.3.13 Tender offers will only be accepted if:

a) The tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS pin to verify Tenderers compliance status;

b) 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;

c) The tenderer does not appear on Transnet’s list for restricted tenderers and National Treasury’s list of Tender Defaulters;

d) 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 are permitted to submit tenders or participate in the contract;

e) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;

f) The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

g) Respondents 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 the government.
of state and facilitate the verification of certain key supplier information. The CSD can be accessed at https://secure.csd.gov.za/. Respondents 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.

F.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

1.1 This schedule is required for pre-qualification and eligibility purposes:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>T2.2-01</td>
<td>Eligibility Criteria Schedule - Certificate of attendance at Compulsory Tender Clarification Meeting</td>
</tr>
</tbody>
</table>

1.2 These schedules will be utilised for evaluation purposes:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>T2.2-02</td>
<td>Evaluation Schedule: Programme</td>
</tr>
<tr>
<td>T2.2-03</td>
<td>Evaluation Schedule: Management &amp; CVs of Key Persons</td>
</tr>
<tr>
<td>T2.2-04</td>
<td>Evaluation Schedule: Previous experience</td>
</tr>
<tr>
<td>T2.2-05</td>
<td>Evaluation Schedule: Approach Paper</td>
</tr>
</tbody>
</table>

1.3 Returnable Schedules:

1.3.1 Compliance:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>T2.2-06</td>
<td>Insurance provided by the Consultant</td>
</tr>
<tr>
<td>T2.2-07</td>
<td>Authority to submit tender</td>
</tr>
<tr>
<td>T2.2-08</td>
<td>Compulsory Enterprise Questionnaire</td>
</tr>
<tr>
<td>T2.2-09</td>
<td>Service Provider Integrity Pact</td>
</tr>
<tr>
<td>T2.2-10</td>
<td>Mutual Non-Disclosure Agreement</td>
</tr>
<tr>
<td>T2.2-11</td>
<td>RFP Declaration Form</td>
</tr>
<tr>
<td>T2.2-12</td>
<td>RFP – Breach of Law</td>
</tr>
<tr>
<td>T2.2-13</td>
<td>Record of addenda to tender documents</td>
</tr>
<tr>
<td>T2.2-14</td>
<td>Transnet Vendor Registration Form</td>
</tr>
<tr>
<td>T2.2-15</td>
<td>BBBEE Socio-Economic Obligations and Plan</td>
</tr>
<tr>
<td>T2.2-16</td>
<td>Certificate of Acquaintance with Tender Document</td>
</tr>
</tbody>
</table>

1.3.2 General

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>T2.2-17</td>
<td>Risk Elements</td>
</tr>
<tr>
<td>T2.2-18</td>
<td>Schedule of Proposed Sub consultants</td>
</tr>
</tbody>
</table>

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

2.3 C1.2 Contract Data

2.5 C2.1 Pricing Instructions

2.6 C2.2 Task Schedule
T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
By:

(Name and Surname)

Was represented at the compulsory tender clarification meeting

<table>
<thead>
<tr>
<th>Held at:</th>
<th>Lakeview Terrace, 1st Floor, 7 Trinidad, Richards Bay.</th>
</tr>
</thead>
<tbody>
<tr>
<td>On (date)</td>
<td>Starting time: 10:00</td>
</tr>
</tbody>
</table>

Particulars of person(s) attending the meeting:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Capacity

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Attendance of the above company at the meeting was confirmed by the TGC Procurement:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For and on Behalf of the Employers Agent

Date

For and on Behalf of the
Employers Agent.
T2.2-02: Evaluation Schedule: Programme

Note to tenderers:

The Tenderer details the proposed programme below or makes reference to his proposed programme and attaches it to this schedule.

The tenderer shall provide the proposed programme showing as a minimum the following:-

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

- **Provision of Dates:**
  The Consultant clearly indicates in the schedule all milestones, activities & information related to the following –
  - Float,
  - Time Risk Allowances,
  - Health and safety requirements,
  - Procedures set out in this contract,
  - Work by the Employer and Others,
  - Access to a part of the site if later than its access date,
  - Acceptances,
  - Plant & Materials and other things to be provided by the employer,
  - Information by Others,
  - starting date, access dates, Key Dates and Completion Date
  - planned Completion for each Key Date for each option and the complete works

The scoring of the programmes for each option will be as follows:

<table>
<thead>
<tr>
<th>Score 0</th>
<th>The tenderer has submitted no information or inadequate information to determine a score.</th>
</tr>
</thead>
</table>
| Score 20 | • The programme is not acceptable as it will not satisfy project objectives or requirements.  
  • The programme does not meet all the required timeframes.  
  • The programme does not follow a logical sequence or has critical logic errors.  
  • Critical components of the scope is excluded and not to the level required in the scope.  
  • The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.  
  • The tenderer has addressed some but not all date requirements and submission is missing critical activities and dates which renders it unrealistic / unachievable. |
The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed                      Date

Name                        Position

Tenderer

Score 40
- The programme is generic, not practical and realistic, therefore is unlikely to satisfy project objectives or Employer’s requirements.
- The programme does not meet all the required timeframes.
- The programme is missing some logic but is does not influence the tendered timeframe.
- Some components of the scope is excluded and not to the level required in the scope.
- The tenderer has misunderstood certain aspects of the scope of services and does not deal with the critical aspects of the project.
- The tenderer has addressed some but not all date requirements and submission contains some missing logic and sequencing, and renders the submission unrealistic but may be achievable.

Score 60
- The programme addresses certain specific project objectives but does not adequately deal with the critical characteristics of the project.
- The programme meets all the required timeframes.
- The programme is not missing logic but has minor errors or omissions in critical path/s.
- The complete scope is captured and decomposed in the programme to the level required in the scope.
- The tenderer has addressed most date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.

Score 80
- The programme addresses specific project objectives.
- The programme meets all the required timeframes.
- The programme is not missing any logic
- The complete scope is captured and decomposed in the programme to the level required in the scope.
- The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.

Score 100
- Besides meeting the above “80” rating, the important issues are approached in an innovative and efficient way.
- The duration of the project is less than the stipulated time frame.
T2.2-03: Evaluation Schedule: Management & CV’s of Key Persons

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required works and submit the following documents as a minimum with your tender document:

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view below:
   i. General experience (total duration of design activity) and positions held of each discipline specific team member.
   ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Certified copies of education and training must be attached to the C.V.
   iii. The key staff members’ / experts’ knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

2. An organisation chart showing discipline resources (including the key people you have identified in the Contract Data Part two and identify the required legal appointments.)

3. The Engineers must be professionally registered with ECSA.

4. CV’s for people proposed for all identified posts including, amongst others:

<table>
<thead>
<tr>
<th>Key Person Role</th>
<th>Name of Resource</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
</tr>
<tr>
<td>Mechanical Engineer</td>
<td></td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td></td>
</tr>
<tr>
<td>Control and Instrumentation Engineer</td>
<td></td>
</tr>
</tbody>
</table>

5. Comprehensive CV’s should be attached to this schedule:
   As a minimum each CV should address the following, but not limited to;
   i. Personal particulars
      - Name
      - Date and place of birth
      - Place (s) of tertiary education and dates associated therewith
      - Professional awards
   ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
   iii. Skills
   iv. Name of current employer and position in enterprise
   v. Overview of post graduate / diploma experience (year, organization and position)
   vi. Outline of recent assignments / experience that has a bearing on the scope of work
6. Details of experience for proposed staff working in similar projects in terms of nature, complexity and value.

**Attached submissions to this schedule:**

The table below will be used as guidelines for scoring/evaluating the management and CV’s of key persons submitted by the Tenderer:

<table>
<thead>
<tr>
<th>Score 0</th>
<th>No Response:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Tenderer has submitted no information or inadequate information to determine a score.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Score 20</th>
<th>Detrimental response:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Key Personnel who generally have less than one (1) year experience in conveyor design, conveyor simulation and design for service relocation relating to the scope of works with the relevant qualifications.</td>
</tr>
<tr>
<td></td>
<td>- The qualifications of the identified staff in the organogram do not address project requirement.</td>
</tr>
<tr>
<td></td>
<td>- There is an overlapping or misallocation of tasks and responsibilities.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Score 40</th>
<th>Less than acceptable response</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Key personnel who generally have one (1) to three (3) years experience in conveyor design, conveyor simulation and design for service relocation relating to the scope of works with relevant qualifications.</td>
</tr>
<tr>
<td></td>
<td>- The organisational chart is vague, the staffing planning is weak in important areas.</td>
</tr>
<tr>
<td></td>
<td>- There is no clarity in allocation of tasks and responsibilities.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Score 60</th>
<th>Above acceptable response</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Key Personnel who generally have greater than three (3) to five (5) years experience in conveyor design, conveyor simulation and design for service relocation relating to the scope of works with the relevant qualifications.</td>
</tr>
<tr>
<td></td>
<td>- The organisational chart is complete and detailed, the technical level and composition of staffing arrangements are adequate.</td>
</tr>
<tr>
<td></td>
<td>- The Project Manager has NEC3 experience.</td>
</tr>
<tr>
<td>Score 80</td>
<td><strong>Above acceptable response:</strong></td>
</tr>
<tr>
<td>----------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td></td>
<td>• Key Personnel who generally have greater than five (5) to seven (7) years experience in conveyor design, conveyor simulation and design for service relocation relating to the scope of works with the relevant qualifications.</td>
</tr>
<tr>
<td></td>
<td>• Besides meeting the “acceptable response” rating, staff are well balanced i.e they show good coordination, complimentary skills, clear and defined duties and responsibilities.</td>
</tr>
<tr>
<td></td>
<td>• The Project Manager has NEC3 experience and NEC3 training certificate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Score 100</th>
<th><strong>Excellent response:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Key Personnel who generally have greater than seven (7) years experience in conveyor design, conveyor simulation and design for service relocation relating to the scope of works with the relevant qualifications.</td>
</tr>
<tr>
<td></td>
<td>• Besides meeting the “above acceptable” rating, the proposed team is well integrated and several members have worked together extensively in the past.</td>
</tr>
<tr>
<td></td>
<td>• The Project Manager has greater than 10 years extensive NEC3 experience and NEC training certificate</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed  
Name  
Tenderer

Date  
Position  

---------------------------  ---------------------------  

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November 2018  

Part T2: Returnable Schedules  
3 of 3  
T2.2-03: Management & CV’s of Key Persons
T2.2-04: Evaluation Schedule: Previous Experience

Note to tender

Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the Engineering Design, Procurement, Construction and Commissioning services as detailed in the Scope of Works with reference to:

- Experience in Conveyor systems, conveyor control, electrical infrastructure, transfer chute design and modeling, equipment selection and optimization and value engineering of BMH systems.
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)
- Experience in understanding the NEC3 suite of contracts in order to meet specific deliverables as per the scope.
- Experience Variety and Variability of Infrastructure Types of Projects (All disciplines)
- Experience in working with the Transnet PLP.
- Demonstrate company experience (past performance) in comparable projects of similar size and nature by providing the following:
  - Projects in material handling and associated infrastructure design capability within the last 10 years and the value of the projects
  - Bulk material handling design and simulation inclusive of chute modelling and material flow considering conveyor design in its entirety (Loading, offloading, fire protection, etc.)
  - Demonstrate through previous Experience in the delivery of similar works to have executed projects within South Africa, understanding of the existing governing laws and regulations and the strategy in liaising with external and internal stakeholders, including labour dynamics, etc., and shall supply a sufficiently detailed reference list with contact details of the past and existing customers and also indicate their previous experience relating to the Engineering, Procurement, Construction and Management (EPCM) capability.

Attached submissions to this schedule:

...........................................................................................................................................
...........................................................................................................................................
...........................................................................................................................................
...........................................................................................................................................
The scoring will be as follows:

<table>
<thead>
<tr>
<th>Score 0</th>
<th>The Tenderer has submitted no information or inadequate information to determine a score.</th>
</tr>
</thead>
</table>
| **Score 20** | **A detrimental response** – The Tenderer’s previous experience presented has no relevance to the scope of this project and did not address any of the required categories.  
The tenderer’s have experience in 1 to 3 project in Conveyor design inclusive of conveyor control, electrical infrastructure, transfer chute design and modelling, bulk material handling fire protection, equipment selection and optimization, material stacking systems and value engineering of BMH systems, within a brown fields environment. |
| **Score 40** | **Less than acceptable response** – The Tenderer’s previous experience presented has some relevance to the project but lacks detail i.e Description of previous projects, value and reference.  
Tenderer generally has experience in 4 to 6 projects in Conveyor design inclusive of conveyor control, electrical infrastructure, transfer chute design and modelling, bulk material handling fire protection, equipment selection and optimization, material stacking systems and value engineering of BMH systems, within a brown fields environment. |
| **Score 60** | **Acceptable Response** – The Tenderer’s previous experience presented demonstrate sufficient knowledge and experience to successfully execute this project scope.  
Tenderer generally has experience in 7 to 9 projects in Conveyor design inclusive of conveyor control, electrical infrastructure, transfer chute design and modelling, bulk material handling fire protection, equipment selection and optimization, material stacking systems and value engineering of BMH systems, within a brown fields environment. |
| **Score 80** | **Above acceptable response** – The Tenderer’s previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements.  
Tenderer generally has experience in 10 but less than 12 projects in Conveyor design inclusive of conveyor control, electrical infrastructure, transfer chute design and modelling, bulk material handling fire protection, equipment selection and optimization, material stacking systems and value engineering of BMH systems, within a brown fields environment.  
Experience in working with the Transnet PLP. |
| **Score 100** | **Excellent response** – The Tenderer’s previous experience presented demonstrates real confidence extensive understanding in all categories as requires  
Tenderer generally has experience in greater than 12 projects in Conveyor design inclusive of conveyor control, electrical infrastructure, transfer chute design and modelling, bulk material handling fire protection, equipment selection and optimization, material stacking systems and value engineering of BMH systems, within a brown fields environment. |

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.
<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tenderer

Signed Date

Name Position

Tenderer
T2.2-05: Evaluation Schedule: Approach Paper

The Consultant must explain his/her understanding of the Employer’s requirements as per the Scope of Works. The Consultant must articulate how he/she will achieve the required objectives and deliverables within the required timeframes. The Consultant’s methodology must also include the Employer and Stakeholders’ interface strategy and critical design milestones.

The scoring of the approach paper will be as follows:

<table>
<thead>
<tr>
<th>Score</th>
<th>Approach Paper</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>The tenderer has submitted no information or inadequate information to determine a score.</td>
</tr>
<tr>
<td>20</td>
<td>The approach paper is not acceptable as it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the project.</td>
</tr>
<tr>
<td>40</td>
<td>The approach is poor, not realistic and practical and is therefore unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</td>
</tr>
<tr>
<td>60</td>
<td>The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The approach to managing risk is too generic.</td>
</tr>
<tr>
<td>80</td>
<td>The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The approach to managing risk etc. is specifically tailored to the critical characteristics of the project.</td>
</tr>
<tr>
<td>100</td>
<td>Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has a comprehensive understanding of employer’s requirements. The approach paper details ways to improve the project outcomes and the quality of the outputs.</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.
TRANSNET GROUP CAPITAL  
TENDER NUMBER: 4227625-102  
DESCRIPTION OF THE SERVICES: DESIGN OF S09 CONVEYOR AND DESIGN OF S08 MOVING HEAD IN THE PORT OF RICHARDS BAY.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tenderer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
T2.2-06: Insurance provided by the *Consultant*

Clause 81.1 in NEC3 Professional Service 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.

<table>
<thead>
<tr>
<th>Insurance against (See clause 81.1 of the NEC3 PSC)</th>
<th>Name of Insurance Company</th>
<th>Cover</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liability of the <em>Consultant</em> 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 services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to a person (not an employee of the <em>Consultant</em>) or loss of or damage to property resulting from an action or failure to take action by the <em>Consultant</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to employees of the <em>Consultant</em> arising out of and in the course of their employment in connection with this contract</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Other)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed
Date

Name
Position

Tenderer
06 April 2018

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 current:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2018 to 31 March 2019 (Both days inclusive)

DIVISION: Transnet Group Capital

THE INSURED’S VAT NO: 4720103177

THE INSURED’S COMPANY

REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS P O Box 72501, Parkview, 2122

(Head Office)

CONTRACT WORKS INSURANCE

Lead Insurer Mirabilis

Policy Number MZAR35023-CAR

The Premises 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 (if existing) 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.
CO-INSURED'S:

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; 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.

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;

a) which at award stage have a value in excess of R 1,000,000,000 or being Excluded/Referral Contracts;

b) which at award stage have an estimated period exceeding 48 months but increasing to 60 months in respect of rail maintenance projects (excluding Defects Liability/Maintenance period);

c) 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) in or on any aircraft;

e) off-shore risks.
Performance Testing & commissioning 120 Days not consecutive.
Maintenance Period 12 Months
Period of Insurance From the commencement date of this Policy being 01st April 2018 to 31st March 2019 (both dates inclusive); and any subsequent period for which the Insured shall pay and the Insurers shall agree to accept Renewal premium

### REFERRAL/EXCLUDED CONTRACTS:

<table>
<thead>
<tr>
<th>Policy</th>
<th>Contract Type</th>
<th>Refer where the Contract at award exceeds / Excluded Contract / Referral Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Works</strong></td>
<td>Civil Contracts, Building Contracts, Rail Projects, Electrical and Mechanical Contracts and Pipelines.</td>
<td>R1 000 000 000</td>
</tr>
<tr>
<td>Wet Risks</td>
<td></td>
<td>R500 000 000</td>
</tr>
<tr>
<td>Dam Contracts</td>
<td></td>
<td>Excluded Contract</td>
</tr>
<tr>
<td>Tunnels:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Involving the use of a Tunnel Boring machine as defined</td>
<td>Excluded Contract</td>
<td>Excluded Contract</td>
</tr>
<tr>
<td>▪ All other Contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offshore Contracts</td>
<td></td>
<td>Excluded Contract</td>
</tr>
<tr>
<td>Underground Contracts</td>
<td></td>
<td>Excluded Contract</td>
</tr>
<tr>
<td>Horizontal Directional Drilling Contracts:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ Where the Contract Value Exceeds</td>
<td></td>
<td>R50 000 000</td>
</tr>
<tr>
<td>▪ Where the total drilling exceeds 1km (any pipe diameter)</td>
<td></td>
<td>Referral Contract</td>
</tr>
<tr>
<td>▪ For pipe diameters greater than 76 cm</td>
<td></td>
<td>Referral Contract</td>
</tr>
<tr>
<td>All Other Contracts</td>
<td></td>
<td>Excluded Contract</td>
</tr>
</tbody>
</table>
DEDUCTIBLE(S):

The Deductibles are applicable in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage insured by this Policy.

In respect of indemnifiable loss of or damage to the Works it is agreed that:

a) in the event of an occurrence or series of occurrences giving rise to loss or damage in circumstances where more than one of the deductibles could reasonably be applied to a claim in terms of the Policy then only the largest deductible shall be applied;

b) any loss or damage caused by storm (which terms shall include rain, wind, tempest or flood), shock, vibration, subsidence, collapse, earthquake or earth tremor

i. during any one period of 72 consecutive hours, or

ii. notwithstanding (i) above arising as a result of one continuous uninterrupted occurrence shall be deemed as a single event and therefore constitute one occurrence for the application of the Deductibles.

In respect of loss or damage:

**Major Perils** shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

<table>
<thead>
<tr>
<th>Contracts up to</th>
<th>Major perils</th>
<th>Minor perils</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to R100,000,000</td>
<td>R25 000</td>
<td>R15 000</td>
</tr>
<tr>
<td>R100,000,001 to R250,000,000</td>
<td>R50 000</td>
<td>R15 000</td>
</tr>
<tr>
<td>R250,000,001 to R500,000,000</td>
<td>R100 000</td>
<td>R25 000</td>
</tr>
<tr>
<td>R500,000,001 to R1,000,000,000</td>
<td>R150 000</td>
<td>R25 000</td>
</tr>
</tbody>
</table>

**Minimum Wet Risk** deductible of R100,000 per occurrence to apply.

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

<table>
<thead>
<tr>
<th>Contracts up to</th>
<th>LEG 3 Deductible (Occurrence)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to R500,000,000</td>
<td>R1,000,000</td>
</tr>
<tr>
<td>R500,000,001 to R1,000,000,000</td>
<td>R1,500,000</td>
</tr>
</tbody>
</table>
**PUBLIC LIABILITY**

Insurer: Stalker Hutchinson  
Policy Number: 1000/88203

Limits:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractors Public Liability</td>
<td>R500 000 000 any one occurrence / unlimited for the Period of Insurance</td>
</tr>
<tr>
<td>Contractors Negligence</td>
<td></td>
</tr>
<tr>
<td>Removal or weakening of Support</td>
<td>R500 000 000 unlimited for the Period of Insurance</td>
</tr>
<tr>
<td>Statutory Legal Defense Costs</td>
<td>R5 000 000 any one occurrence</td>
</tr>
<tr>
<td>Arrest / Assault / Defamation</td>
<td>R5 000 000 any one occurrence</td>
</tr>
<tr>
<td>Emergency Medical Expenses</td>
<td>R5 000 000 any one occurrence</td>
</tr>
<tr>
<td>Prevention of Access</td>
<td>R5 000 000 any one occurrence</td>
</tr>
<tr>
<td>Trespass / Nuisance</td>
<td>R5 000 000 any one occurrence</td>
</tr>
<tr>
<td>Claims Preparation Costs</td>
<td>R5 000 000 any one occurrence</td>
</tr>
</tbody>
</table>

Deductible(s):

- R25,000 but increasing to R250,000 in respect of Spread of Fire and/or Sudden and Accidental Pollution and/or Goods on the Hook
PROFESSIONAL INDEMNITY

Design and Construction  R500,000,000 in the aggregate plus 1 reinstatement
Deductibles  R2,000,000 each and every but R10,000 in respect of Claims Preparation Costs and Loss of Documents.

Policy Extensions:

Claims Preparation Costs  R10,000,000
Statutory Legal Defence Costs  R10,000,000
Loss of Documents  R 2,000,000
Infringement of Copyright  R10,000,000
Defamation  R10,000,000
Dishonesty of Employees
Cross Liabilities
No Contractual limit of Liability
Extended Reporting Option
Consequential Loss

Important:
The “Certificate” of Insurance cover arranged is issued as a matter of information only and confers no rights upon certificate holder. This certificate does not amend or alter the coverage afforded by the policy.

Yours Sincerely,

Shivien Pillay
Client Executive
Willis Towers Watson
Willis South Africa (Pty) Ltd, Illovo Edge, 1 Harries Road, Illovo, Johannesburg 2196

S: +27 (0)11 535 5400
D: +27 (0)11 082 8763
M: +27 (0)84 603 6741
shivien.pillay@willistowerswatson.com
willistowerswatson.com
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.

<table>
<thead>
<tr>
<th>A - COMPANY</th>
<th>B - PARTNERSHIP</th>
<th>C - JOINT VENTURE</th>
<th>D - SOLE PROPRIETOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

A. Certificate for Company

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

Signed

__________________________________________

Date

______________________________

Name

Position

Chairman of the Board of Directors
B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as ____________________________ hereby authorise Mr/Ms ____________________________, acting in the capacity of ____________________________, to sign all documents in connection with the tender offer for Contract ____________________________ and any contract resulting from it on our behalf.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Name of firm</th>
<th>Address</th>
<th>Authorising signature, name (in caps) and capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
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: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner 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:** Particulars of sole proprietors and partners in partnerships

<table>
<thead>
<tr>
<th>Name</th>
<th>Identity number</th>
<th>Personal income tax number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Section 5:** Particulars of companies and close corporations

Company registration number ..........................................................

..... Close corporation number ..........................................................

......... Tax reference number ..........................................................

.........
**Section 6: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- □ a member of any municipal council
- □ a member of any provincial legislature
- □ a member of the National Assembly or the National Council of Province
- □ a member of the board of directors of any municipal entity
- □ an official of any municipality or municipal entity
- □ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- □ a member of an accounting authority of any national or provincial public entity
- □ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
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</tr>
</tbody>
</table>

*insert separate page if necessary*
Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- [ ] a member of any municipal council
- [ ] a member of any provincial legislature
- [ ] a member of the National Assembly or the National Council of Province
- [ ] a member of the board of directors of any municipal entity
- [ ] an official of any municipality or municipal entity
- [ ] an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- [ ] a member of an accounting authority of any national or provincial public entity
- [ ] an employee of Parliament or a provincial legislature

<table>
<thead>
<tr>
<th>Name of spouse, child or parent</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

*insert separate page if necessary*
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

________________________________________________________________________
T2.2-09 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFX 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 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 Provider/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 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 undue influence 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 with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers 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 Tenderer 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.

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

a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet’s employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.2 The acceptance and giving of gifts may be permitted provided that:

a) the gift does not exceed R1 000 (one thousand Rand) in retail value;

b) many low retail value gifts do not exceed R1 000 within a 12 month period;

c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;

d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;

f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender
evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

\[ g \) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

3.3 The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

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

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

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

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

3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

3.9 The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
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 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 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 All the stipulations around Transnet’s blacklisting process as laid down in Transnet’s Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a “prima facie” (i.e. on the face of it) case has been established.

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

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

6.5 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.

6.6 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.

6.7 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 Form contained in the applicable RFX 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; 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 MONITORING

10.1 Transnet will be responsible for appointing an independent Monitor to:

   a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000,000 (one hundred million Rand) in value;
   b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000,000 (one hundred million Rand) in value; and
   c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

10.2 The Monitor will be subjected to Transnet’s Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet’s Service Provider Code of Conduct.

11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

   For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:
   a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.
12 DISPUTE RESOLUTION

12.1 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.

13 GENERAL

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

13.2 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.

13.3 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.

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

13.5 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 a Tenderer by it. To the best of the Parties’ knowledge and belief, the information provided in this Integrity Pact is true and correct.
TRANSPORT GROUP CAPITAL
TENDER NUMBER: 4227625-102
DESCRIPTION OF THE SERVICES: DESIGN OF S09 CONVEYOR AND DESIGN OF S08 MOVING HEAD IN THE PORT OF RICHARDS BAY

<table>
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<th>Tenderer Signature</th>
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T2.2-10 NON-DISCLOSURE AGREEMENT

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

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

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 2nd Floor, Waterfall Business Estate
9 Country Estate Drive, Midrand, 1662, South Africa,

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 Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 Agents mean directors, officers, employees, agents, professional advisers, contractors or subcontractors, or any Group member;

1.2 Bid or Bid Document 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 Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

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 Bid 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 Bid 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 Bid 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 Bid 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 Bid 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

__________________________________________

Signed

Date

Name

Position

Tenderer
T2.2-11: RFP DECLARATION FORM

NAME OF COMPANY: _______________________________________________________

We ___________________________________________________________ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;

2. we have received all information we deemed necessary for the completion of this Tender;

3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;

4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and

5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: [Respondent to indicate if this section is not applicable]

   FULL NAME OF OWNER/MEMBER/DIRECTOR/PARTNER/SHAREHOLDER: 
   ADDRESS:

   ______________________________________________________________
   ______________________________________________________________
   ________________________________________________________________________
   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 the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer “Important Notice to respondents” below).

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

For and on behalf of

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

duly authorised thereto

Name:

Signature:

Date:

IMPORTANT NOTICE TO RESPONDENTS

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

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

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

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

• All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.
T2.2-12: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: ________________________________________________________________

I / We ___________________________________________________________ do hereby certify that
I/we have/have not been found guilty during the preceding 5 (five) years of a serious breach of
law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal
or other administrative body. The type of breach that the Tenderer is required to disclose excludes
relatively minor offences or misdemeanours, 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 bidding 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
T2.2-13: Record of Addenda to Tender Documents

We confirm 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 tender offer:

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Attach additional pages if more space is required.

Signed

Date

Tenderer

-----------------------------------------

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T2.2-14 Transnet Vendor Registration Form

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

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

General Terms and Conditions:

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

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

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

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

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

1. If your annual turnover is R10 million or less, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company’s most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate.

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

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

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

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

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

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

7. **As per the communique dated 04 March 2016 addressed to the Members of the IRBA,** as of 30 September 2016, the IRBA will no longer be the ‘Approved Regulatory Body’ as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).
# Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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<th>Trust</th>
<th>Pty Ltd</th>
<th>Limited</th>
<th>Partnership</th>
<th>Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Non-profit (NPO's or NPC)</td>
<td>Personal Liability Co</td>
<td>State Owned Co</td>
<td>National Gov</td>
<td>Provincial Gov</td>
<td>Local Gov</td>
</tr>
<tr>
<td></td>
<td>Educational Institution</td>
<td>Specialised Profession</td>
<td>Financial Institution</td>
<td>Joint Venture</td>
<td>Foreign International</td>
<td>Foreign Branch Office</td>
</tr>
</tbody>
</table>

Did your company previously operate under another name? [Yes] [No]

If **Yes** state the previous details below:

<table>
<thead>
<tr>
<th>Form of Entity</th>
<th>CC</th>
<th>Trust</th>
<th>Pty Ltd</th>
<th>Limited</th>
<th>Partnership</th>
<th>Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Non-profit (NPO's or NPC)</td>
<td>Personal Liability Co</td>
<td>State Owned Co</td>
<td>National Gov</td>
<td>Provincial Gov</td>
<td>Local Gov</td>
</tr>
<tr>
<td></td>
<td>Educational Institution</td>
<td>Specialised Profession</td>
<td>Financial Institution</td>
<td>Joint Venture</td>
<td>Foreign International</td>
<td>Foreign Branch Office</td>
</tr>
</tbody>
</table>

Your Current Company’s VAT Registration Status

VAT Registration Number

If **Exempted from VAT registration**, state reason and submit proof from SARS in confirming the exemption status.

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

<table>
<thead>
<tr>
<th>Company Banking Details</th>
<th>Bank Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Universal Branch Code</td>
<td>Bank Account Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Physical Address</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Postal Address</td>
<td>Code</td>
</tr>
<tr>
<td>Company Telephone number</td>
<td></td>
</tr>
<tr>
<td>Company Fax Number</td>
<td></td>
</tr>
<tr>
<td>Company E-Mail Address</td>
<td></td>
</tr>
<tr>
<td>Company Website Address</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Contact Person Name</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>Email</td>
</tr>
</tbody>
</table>
Is your company a Labour Broker?  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.

How many personnel does the business employ?  

<table>
<thead>
<tr>
<th>Full Time</th>
<th>Part Time</th>
</tr>
</thead>
</table>

Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.

Most recent Financial Year’s Annual Turnover  

<table>
<thead>
<tr>
<th>&lt;R10Million</th>
<th>&gt;R10Million &lt;R50Million</th>
<th>&gt;R50Million</th>
</tr>
</thead>
</table>

Does your company have a valid B-BBEE certificate?  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Please indicate your Broad Based BEE status (Level 1 to 9)  

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
</table>

Majority Race of Ownership  

<table>
<thead>
<tr>
<th>% Black Ownership</th>
<th>% Black Women Ownership</th>
<th>% Black Disabled person(s) Ownership</th>
<th>% Black Youth Ownership</th>
<th>% White Ownership</th>
<th>% Indian Ownership</th>
<th>% Coloured Ownership</th>
</tr>
</thead>
</table>

Please Note: Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in Appendix C and D respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician’s letterhead, confirming the disability. A certified South African Identification Document will be required for all Black Youth Ownership.

Supplier Development Information Required  

<table>
<thead>
<tr>
<th>EMPOWERING SUPPLIER</th>
<th>YES</th>
<th>NO</th>
<th>O</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST TIME SUPPLIER</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
<tr>
<td>SUPPLIER DEVELOPMENT PLAN</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
<tr>
<td>DEVELOPMENT PLAN DOCUMENT</td>
<td>* If Yes- Attach supporting documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENTERPRISE DEVELOPMENT BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
<tr>
<td>SUPPLIER DEVELOPMENT BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
<tr>
<td>GRADUATION FROM ED TO SD BENEFICIARY</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
<tr>
<td>ENTERPRISE DEVELOPMENT RECIPIENT</td>
<td>YES</td>
<td>NO</td>
<td>O</td>
</tr>
</tbody>
</table>

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

Name and Surname  

Signature  

Designation  

Date  

Stamp And Signature Of Commissioner Of Oaths  

Name and Surname  

Date
APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at __________________________ on this the __________ day of __________________________ 20________.

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

________________________
Commissioner of Oaths
I, the undersigned, __________________________________________

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity number</td>
<td></td>
</tr>
</tbody>
</table>

Hereby declare under oath as follows:

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

<table>
<thead>
<tr>
<th>Enterprise Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name (If Applicable):</td>
<td></td>
</tr>
<tr>
<td>Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Enterprise Physical Address:</td>
<td></td>
</tr>
<tr>
<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
<td></td>
</tr>
<tr>
<td>Nature of Business:</td>
<td></td>
</tr>
</tbody>
</table>

**Definition of “Black People”**

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –
(a) Who are citizens of the Republic of South Africa by birth or descent; or
(b) Who became citizens of the Republic of South Africa by naturalization-
   i. Before 27 April 1994; or
   ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- The Enterprise is ____________% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is ____________% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is ____________% Black youth owned**; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
The enterprise is ______________% black disabled owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

The enterprise is ______________% by Black people living in rural and under developed areas as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

The enterprise is ______________% by military veterans as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;

Based on the management accounts and other information available for the _______ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

<table>
<thead>
<tr>
<th>100% black owned</th>
<th>Level One (135% B-BBEE procurement recognition)</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 51% black owned</td>
<td>Level Two (125% B-BBEE procurement recognition)</td>
</tr>
<tr>
<td>Less than 51% black owned</td>
<td>Level Four (100% B-BBEE procurement recognition)</td>
</tr>
</tbody>
</table>

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

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

Deponent Signature …………………………………………………..

Date …………………………………………………..

Commissioner of Oaths ……………………………………………….

Name & Surname ……………………………. 
Signature & Stamp …………………………….
APPENDIX D

SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned, ___________________________________________

<table>
<thead>
<tr>
<th>Full name &amp; Surname</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Identity number</td>
<td></td>
</tr>
</tbody>
</table>

Hereby declare under oath as follows:

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

<table>
<thead>
<tr>
<th>Enterprise Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading Name (If Applicable):</td>
<td></td>
</tr>
<tr>
<td>Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Enterprise Physical Address:</td>
<td></td>
</tr>
<tr>
<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
<td></td>
</tr>
<tr>
<td>Nature of Business:</td>
<td></td>
</tr>
</tbody>
</table>

Definition of “Black People”

As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –
(a) Who are citizens of the Republic of South Africa by birth or descent; or
(b) Who became citizens of the Republic of South Africa by naturalization-
i. Before 27 April 1994; or
ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:
   - The Enterprise is _____________% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is _____________% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The enterprise is _____________% Black Youth owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
The enterprise is _____________% black disabled owned; as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The enterprise is _____________% by Black people living in rural and under developed areas as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

The enterprise is _____________% by military veterans as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of ________________, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

<table>
<thead>
<tr>
<th>100% Black Owned</th>
<th>Level One (135% B-BBEE procurement recognition level)</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 51% Black Owned</td>
<td>Level Two (125% B-BBEE procurement recognition level)</td>
</tr>
</tbody>
</table>

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

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

Deponent Signature  
………………………………………………

Date  
………………………………………………

Commissioner of Oaths  

………………………………………………

Name and Surname  
Signature & Stamp
T2.2-15: B-BBEE SOCIO-ECONOMIC OBLIGATIONS AND PLAN

As described in more detail in the attached B-BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations. Tenderers are to note that Transnet will allow a “preference” to companies who provide a valid B-BBEE Verification Certificate.

Tenderers are required to submit a SANAS accredited B-BBEE Certificate or a Sworn Affidavit as prescribed for QSE’s or EME’s in Returnable Schedule T2.2-14 Transnet Vendor Registration Form.

The Table below indicates the various options available to Large Enterprises, QSEs and EMEs to verify their B-BBEE status.

<table>
<thead>
<tr>
<th>Enterprise</th>
<th>Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Large</td>
<td>Certificate issued by SANAS accredited verification agency</td>
</tr>
<tr>
<td>QSE</td>
<td>Certificate issued by SANAS accredited verification agency Sworn Affidavit (only black-owned EMEs - 51% to 100% Black owned)</td>
</tr>
<tr>
<td>EME</td>
<td>Certificate issued by SANAS accredited verification agency Sworn Affidavit</td>
</tr>
</tbody>
</table>

5.1 B-BBEE Joint Ventures or Consortiums

Tenderers who would wish to respond to this tender as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their tender submission. Such Tenderers must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this tender process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.
5.2 **Subcontracting**

Transnet fully endorses Government’s transformation and empowerment objectives and when contemplating subcontracting Tenderers are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators.

- First preference should be given to companies with 100% ownership by designated groups;
- Second preference should be given to companies with less than 100% but greater than 51% ownership by designated groups;
- Final preference should be given to companies with less than 51% ownership by designated groups but are South African owned.

If contemplating subcontracting, please note that a Tenderer will not be awarded points for B-BBEE if it is indicated in its Tender that such Tenderer intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Tenderer qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.

5.3 **B-BBEE Improvement Plan**

Transnet encourages Service Provider(s) to constantly strive to improve their B-BBEE rating. Whereas Tenderers will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Tenderers submit a B-BBEE improvement plan.

---

1 The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans’ Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.
Bidders with less than 51% black ownership are requested to commit to transform their business to be at least 51% (fifty one percent) black owned within 1 (one) year. Failure for bidders to comply with this may result in penalties until such time as they improve their black ownership to 51%.

Tenderers are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Tenderer.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

<table>
<thead>
<tr>
<th>OWNERSHIP INDICATOR</th>
<th>Required Responses</th>
<th>Current Status (%)</th>
<th>Future Target (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The percentage of the business owned by Black persons.</td>
<td>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. The percentage of your business owned by Black women.</td>
<td>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. The percentage of the business owned by Black youth</td>
<td>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. The percentage of the business owned by Black</td>
<td>Provide a commitment based on the extent to which ownership in the</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2 “Black” means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003
3 “Black youth” means Black persons from the age of 16 to 35

May 2018
<table>
<thead>
<tr>
<th>Persons living with disabilities</th>
<th>Hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. New Entrants[^] (Early stage business)</td>
<td>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</td>
</tr>
</tbody>
</table>

[^]: "New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.
### MANAGEMENT CONTROL INDICATION

<table>
<thead>
<tr>
<th>Required Responses</th>
<th>Current Status (%)</th>
<th>Future Targets (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. The percentage of Black Board members in relation to the total number of Board members</td>
<td>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td>7. The percentage of Black female Board members in relation to the total number of Board members</td>
<td>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td>8. Black Executives directors as a percentage of all executive directors</td>
<td>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td>9. Black female Executives directors as a percentage of all executive directors</td>
<td>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</td>
<td></td>
</tr>
</tbody>
</table>

### Other Executive Management

<table>
<thead>
<tr>
<th>Required Response</th>
<th>Current Status (%)</th>
<th>Future Targets (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Black Executive Management as a percentage of all executive directors</td>
<td>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td>11. Black Female Executive Management as a percentage of all executive directors</td>
<td>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</td>
<td></td>
</tr>
</tbody>
</table>

### Senior Management

<table>
<thead>
<tr>
<th>Required Response</th>
<th>Current Status (%)</th>
<th>Future Targets (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12. Black employees in Senior Management as a percentage of all senior management</td>
<td>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business.</td>
<td></td>
</tr>
</tbody>
</table>
### Middle Management

<table>
<thead>
<tr>
<th>Required Response</th>
<th>Current Status (%)</th>
<th>Future Targets (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Black female employees in Senior Management as a percentage of all senior</td>
<td></td>
<td></td>
</tr>
<tr>
<td>management</td>
<td>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Junior Management</th>
<th>Required Response</th>
<th>Current Status (%)</th>
<th>Future Targets (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>16. Black employees in Junior</td>
<td>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior managers, would be</td>
<td></td>
<td></td>
</tr>
<tr>
<td>management as a percentage of all</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>junior management</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Employees with disabilities**

<table>
<thead>
<tr>
<th>Required Response</th>
<th>Current Status (%)</th>
<th>Future Targets (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>17. Black female employees in Junior management as a percentage of all junior management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employees with disabilities Required Response</th>
<th>Current Status (%)</th>
<th>Future Targets (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. Black employees with disabilities as a percentage of all employees</td>
<td>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</td>
<td></td>
</tr>
</tbody>
</table>

**PREFERENTIAL PROCUREMENT INDICATOR**

<table>
<thead>
<tr>
<th>Required Responses</th>
<th>Current Status (%)</th>
<th>Future Targets (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>19. B-BBEE procurement spend from all Empowering Suppliers based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend</td>
<td>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</td>
<td></td>
</tr>
<tr>
<td>20. B-BBEE procurement spend from all Empowering Supplier QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</td>
<td>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</td>
<td></td>
</tr>
<tr>
<td>21. B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE</td>
<td>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</td>
<td></td>
</tr>
</tbody>
</table>

5 **Empowering Suppliers** means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

(c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.
### B-BBEE Procurement Obligations

<table>
<thead>
<tr>
<th>Description</th>
<th>Obligation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>22.</strong> B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</td>
<td>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</td>
</tr>
<tr>
<td><strong>23.</strong> B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</td>
<td>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</td>
</tr>
<tr>
<td><strong>24.</strong> B-BBEE Procurement Spent from Designated Group Suppliers that are at least 51% Black owned</td>
<td>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</td>
</tr>
</tbody>
</table>

---

6 "**Designated Groups**" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.
5.4 Supplier Development Initiatives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government’s development objectives for South Africa.

Transnet fully endorses and supports Government’s economic policies through its facilitation of Supplier Development [SD] initiatives. As this (the first phase) RFP is to frame an approved list, there will be a second phase where Transnet will issue individual RFP’s to the market for specific work packages. SD responses will be evaluated as part of the second phase and as such, no SD evaluation will take place in this first phase. The aim of the revised approach to Supplier Development is intended to ensure that TCP maximises the value and impact of

---

7 “Supplier Development” means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

8 “Enterprise Development” means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;
Supplier Development initiatives executed on its projects. Bidders are however required to be aware that they will be required to adhere to Supplier Development obligations stipulated by TCP, as and when bids are solicited from the approved list. These obligations may include, but are not limited to, Transnet prescribing the required Joint Venture or Subcontracting portions and value to be added in terms of the contractor and subcontractor agreements (this may include a number of skills development and job creation requirements [please refer to Section 9, paragraph 1.2a for a full list of potential SD requirements]). The intention of this is to ensure that subcontractors add value, improve their skills and increase their experience in order to be able to tender as a standalone party in future engagements.

Transnet reserves the right to use Supplier Development as an objective criterion to justify the award of business to a bidder other than the highest scoring bidder. All Tenderers are therefore advised that Transnet may decide at its sole discretion to use SD as an objective criteria on the following basis:

- The extent by which bidders are prepared to exceed the minimum SD prequalification threshold to be stated in each of the subsequent award of work RFP’s.

In order to maximise compliance to SD requirements, the suppliers will be required to submit auditable SD reports against the signed requirements on a project by project basis. Transnet reserves the right to complete audits of these reports as well as the suppliers business to ensure that SD commitments are delivered as agreed.
T2.2-16: 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
**T2.2-17: Risk Elements**

Tenderers to review the potential risk elements associated with the Project. The risk elements are to be listed separately in this Schedule. If No Risks are identified “No Risks” must be stated on this schedule.

Notwithstanding this information, all costs related to risk elements which are at the Consultant’s risk are deemed to be included in the tenderer’s offered total of the Prices.

<table>
<thead>
<tr>
<th>Risk Element</th>
<th>Risk Element</th>
<th>Risk Element</th>
<th>Risk Element</th>
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</tbody>
</table>

Signed  
Name  
Tenderer

Date  
Position
T2.2-18: Schedule of Proposed Subconsultant

The tenderer is required to provide details of all the Sub-consultant that will be utilised in the execution of the services.

Tenderer to note that any deviations from this list of proposed Sub-consultant will be subject to acceptance by the Employer’s Agent in terms of the Conditions of Contract.

Provide information of the Sub-consultant below:

<table>
<thead>
<tr>
<th>Name of proposed Subconsultant</th>
<th>Address and Region</th>
<th>Nature and extent of work</th>
<th>B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No</th>
<th>Amount of work subcontracted in Rands (excl. 15% Vat)</th>
<th>Percentage (%) of the subcontracted amount in terms of the tendered total of the prices</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<tr>
<td>2</td>
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<tr>
<td>6</td>
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</tr>
</tbody>
</table>

Signed

Date

Tenderer

__________________________________________________________

____________________________

_______________

2018 – Rev01

Part T2: Returnable Schedules

Page 1 of 1

T2.2-18: Schedule of Proposed Subconsultants
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:

DESIGN OF S09 CONVEYOR AND DESIGN OF S08 MOVING HEAD IN THE PORT OF RICHARDS BAY

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 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 Consultant in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s) 
Capacity

For the tenderer:

(Insert name and address of organisation) 
Name & signature of witness 
Tenderer’s CIDB registration number: [___________________________]

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 Work: Works Information
- Part C4: Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect at the contract start date given in the Contract Data Part 1.

Signature: ________________________________ Witness: ________________________________
Name(s) ______________________________________________________________
Capacity ______________________________________________________________
for the Employer _________________________________________________________
Transnet SOC Ltd _______________________________________________________
Date ____________________________ Date ____________________________

March 2015

Page 2 Part C1.1. Form of Offer & Acceptance
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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

Signature
Name
Capacity
On behalf of (Insert name and address of organisation)
Name & signature of witness
Date

For the Employer

Signature
Name
Capacity

Transnet SOC Ltd

March 2015
## C1.2 Contract Data

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option dispute resolution Option and secondary Options</td>
<td><strong>G:</strong> Term Contract&lt;br&gt;<strong>W1:</strong> Dispute resolution procedure&lt;br&gt;<strong>X1:</strong> Price adjustment for inflation&lt;br&gt;<strong>X2:</strong> Changes in the law&lt;br&gt;<strong>X7:</strong> Delay damages&lt;br&gt;<strong>X10</strong> <em>Employer's Agent</em>&lt;br&gt;<strong>X11:</strong> Termination by the <em>Employer</em>&lt;br&gt;<strong>X18:</strong> Limitation of liability&lt;br&gt;<strong>Z:</strong> <em>Additional conditions of contract</em></td>
</tr>
</tbody>
</table>

10.1 The *Employer* is (Name): **Transnet SOC Ltd**

The *conditions of contract* are the core clauses and the clauses for main Option dispute resolution Option and secondary Options of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013).
Address

Having elected its Contractual Address for the purposes of this contract as:

Registered address:
2nd Floor, Waterfall Business Estate
9 Country Estate Drive
Midrand
1662

Transnet Group Capital
Lakeview Terrace, 1st Floor, 7 Trinidad,
Richards Bay

Postal Address:
PO Box 425
Richards Bay
3900

Tel No.

11.2(9) The services are

Conduct the Design of S09 Conveyor And Design of S08 Moving Head In The Port Of Richards Bay

11.2(10) The following matters will be included in the Risk Register

None

11.2(11) The Scope is in

Part C3.1: The Scope of the Contract Document

12.2 The law of the contract is the law of

the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The language of this contract is

English

13.3 The period for reply is

2 weeks

13.6 The period for retention is

5 (five) years following Completion or earlier termination.

2 The Parties’ main responsibilities

25.2 The Employer provides access to the following persons, places and things

As stipulated in the Task Order

3 Time

31.2 The starting date is

29 May 2019

11.2(3) The completion date for the whole of the services is.

31 May 2023

11.2(6) The key dates and the conditions to be met are:

Condition to be met key date

Task Order 1 - Concept Designs Complete and Approved
8 weeks from issuing Task Order
TRANSNET GROUP CAPITAL  
TENDER NUMBER: 4227625-102  
DESCRIPTION OF THE SERVICES: DESIGN OF S09 CONVEYOR AND DESIGN OF S08 MOVING HEAD IN THE PORT OF RICHARDS BAY

## Task Order 1 - Designs Complete and Approved

16 weeks from issuing Task Order

## Task Order 2 - Concept Designs Complete and Approved

8 weeks from issuing Task Order

## Task Order 2 - Designs Complete and Approved

24 weeks from issuing Task Order

## Task Order 3 & 4 - Project Documentation Complete and Approved

8 Weeks from Completion of Task Order 1 & 2 respectively

## Task Order 5 & 6 – As Built Data and COC issued

As Stated in the Task Order

### 31.1

The Consultant is to submit a first programme for acceptance within 2 (two) weeks of being issued with a Task Order.

### 32.2

The Consultant submits revised programmes at intervals no longer than 4 (four) weeks unless otherwise agreed by parties.

### 4 Quality

#### 40.2

The quality policy statement and quality plan are provided within 2 (two) weeks of the Contract Date.

#### 41.1

The defects date is 52 weeks after Completion of the whole of the services.

### 5 Payment

#### 50.1

The assessment interval is on the 25th day of each successive month.

#### 50.3

The expenses stated by the Employer are

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economy air fares</td>
<td>Charged at proven costs</td>
</tr>
<tr>
<td>Car hire not exceeding group B</td>
<td>Charged at proven costs</td>
</tr>
<tr>
<td>Accommodation – 3 Star or equivalent</td>
<td>Not exceeding R1300 per day</td>
</tr>
</tbody>
</table>

#### 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 currency of this contract is the South African Rand (ZAR).

51.5 The interest rate is the prime lending rate of the Standard Bank of South Africa.

### Compensation events

No additional data required for this section of the conditions of contract.

### Rights to material

No additional data required for this section of the conditions of contract.

### Indemnity, insurance and liability

Please confirm with Insurance specialist (Erica van Eck) delete this statement afterwards.

81.1 The amounts of insurance and the periods for which the Consultant maintains insurance are:

<table>
<thead>
<tr>
<th>Event</th>
<th>Cover</th>
<th>Period following Completion of the whole of the services or earlier termination</th>
</tr>
</thead>
<tbody>
<tr>
<td>failure by the Consultant to use the skill and care normally used by professionals providing services similar to the services</td>
<td>Professional Indemnity insurance for not less than R 2 000 000 (Two Million Rand) in respect of each claim, without limit to the number of claims</td>
<td>52 Weeks</td>
</tr>
<tr>
<td>death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant</td>
<td>General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R25 000.00 (Twenty Five 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 Consultant deems desirable in respect of each claim, without limit to the number of claims</td>
<td>0 Weeks</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
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<td></td>
</tr>
<tr>
<td>81.1</td>
<td>The Employer provides the following insurances</td>
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</tr>
<tr>
<td></td>
<td>Motor Vehicle Liability Insurance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Consultant arising out of and in connection with this contract is that which is prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</td>
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<td>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</td>
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<tr>
<td></td>
<td>The minimum limit for 0 Weeks</td>
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</tr>
<tr>
<td></td>
<td>professional Indemnity insurance in respect of failure of the Consultant to use the skill and care normally used by Professionals providing services similar to the services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant</td>
<td></td>
</tr>
</tbody>
</table>
### 82.1
The **Consultant’s** total liability to the **Employer** for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

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 R2 000 000 (Two Million Rand) PI and R25 000.00 (Twenty Five 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.

### 9
**Termination**
No additional data required for this section of the conditions of contract.

### 10
**Data for main Option clause**

#### G
**Term contract**

#### 21.4
The **Consultant** prepares forecasts of the total Time Charge and expenses at intervals no longer than 4 (four) weeks.

### 11
**Data for Option W1**

#### W1.1
The **Adjudicator** is (Name)

Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the **Adjudicator**, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an **Adjudicator**.

#### W1.2(3)
The **Adjudicator nominating body** is: the Association of Arbitrators (Southern Africa)

#### W1.4(2)
The **tribunal** is: Arbitration

#### W1.4(5)
The **arbitration procedure** is The **rules for the conduct of arbitrations of the Association of Arbitrators (Southern Africa)**

The place where arbitration is to be held is Durban

The person or organisation who will choose an arbitrator
- if the Parties cannot agree a choice or
- if the **arbitration procedure** does not state who selects an arbitrator, is

The Chairman of the Association of Arbitrators (Southern Africa)

### 12
**Data for secondary Option clauses**
### Price adjustment for inflation

**X1**

**X1.1**

The *index* is

"All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.

The *staff rates* are

Fixed at the Contract Date and are not variable with changes in salary paid to individuals.

**X2**

**Changes in the law**

**X2.1**

The *law of the project* is

The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

**X7**

**Delay damages**

**X7.1**

Delay damages for late Completion of the whole of the services are

R 2 000.00 per day per Task Order

**X9**

**Transfer of Rights**

**X9.1**

Transfer of rights

The *Employer* owns the *Consultant* rights over material prepared whatsoever for this contract by the *Consultant* except as stated otherwise in the Scope. The *Consultant* obtains other rights for the *Employer* as stated in the Scope and obtains from a Subconsultant equivalent right for the *Employer* over the material prepared by the Subconsultant. The *Consultant* provides to the *Employer* the documents (native’s, PDF’s, CD’s, etc.) which transfer these rights to the *Employer*.

**X10**

**The Employer’s Agent**

**X10.1**

The *Employer’s Agent* is

Name: Lillian Dhladhla

Address: Transnet Group Capital, Lakeview Terrace, 1st Floor, 7 Trinidad, Richards Bay

The authority of the *Employer’s Agent* is

Fully empowered to act on behalf of the *Employer*

**X11**

**Termination by the Employer**

**X11.1**

No additional data required for this section of the *conditions of contract*. 
If the Employer terminates for a reason not stated in this contract, an additional amount is due on termination which is 5% of the difference between:

The forecast of the final total of the Prices in the absence of termination and the total of the other amounts and costs included in the in the amount due on termination.

The Consultant’s liability to the Employer for indirect or consequential loss is limited to: Nil

The Consultant’s liability to the Employer for Defects that are not found until after the defects date is limited to: The Total of the Prices

The end of liability date is 5 (Five) years after Completion of the whole of the services.

The additional conditions of contract are

Insert the additional core clause 21.5

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

• A brief description of the Contract and the Deliverables;
• The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
• The 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;
• Written confirmation by all of the constituents:
  
i. of their joint and several liability to the Employer to provide the services;
  
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 Consultant's representative;
  
iv. Identification of the roles and responsibilities of the constituents to provide the services.

• 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.

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

Clause 90.5 is added as an additional clause

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 Employer to Conduct Vetting through SSA

Page 9
Z3.1 The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Consultant 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 Collusion in the Construction Industry

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

Z5 Protection of Personal Information Act

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

Z6 Additional clause relating to Consultant’s Liability due to an action of the Project Manager and Supervisor:

Z6.1 If the Consultant is responsible for providing the roles of the Project Manager and/or Supervisor for the time, cost and quality management of a NEC3 Engineering and Construction Contract (ECC), the Consultant shall be held liable for all direct losses and damages caused and direct costs incurred as a result of any changes to the Prices, the Completion Date and the Key Dates of the ECC contract, due to the Project Manager and/or Supervisor’s negligent acts or omissions in acting in accordance with the requirements of the ECC conditions of contract, specifically, those related to Clauses 60.1(6), (9), (11) (14) and (18), the meaning and effect of which the Consultant declares himself to be fully acquainted with.

Notwithstanding the above, the Parties agree that the Consultant shall only be liable in terms of Clause 14 of the ECC in the event that the Consultant negligently causes an event which is an Employer’s risk.

Z7 Time
### Z7.1

Clause 33.2. is added as an additional clause

The **Employer** may at any time suspend part or all of the **services**. As a consequence, if the **Consultant** is required to demobilise and then remobilise its staff and equipment, the **Consultant** will be reimbursed at cost. The **Consultant** 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.

### Z8 Compensation Events

#### Z8.1

Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the **Consultant**.

### Z9 Limitation of liability

#### Z9.1

Add to core clause 82.1 and X18

For the avoidance of doubt, the parties expressly agree that the total liability of the **Consultant** to the **Employer** applies jointly and severally across all organisations comprising of the **Consultant**.

### Z10 Additional clauses relating to cession of rights

#### Z10.1

The **Consultant** shall not cede any rights under this contract without the approval of the **Employer**.

#### Z10.2

The **Employer** may on written notice to the **Consultant** 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 **Employer**.
C1.2 Contract Data

Part two - Data provided by the Consultant

The tendering consultant is advised to read both the NEC3 Professional Services Contract (June 2005) (amended June 2006 and 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.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Consultant is (Name):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>22.1</td>
<td>The Consultant’s key persons are:</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Name:</td>
<td>Job:</td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td>Qualifications:</td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Name:</td>
<td>Job</td>
</tr>
<tr>
<td></td>
<td>Responsibilities:</td>
<td>Qualifications:</td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
</tbody>
</table>

Info.

11.2(10) The following matters will be included in the Risk Register

11.2(13) The staff rates are: name/designation rate

25.2 The Employer provides access to the following persons, places and things access to access date
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

### 31.1
The programme identified in the Contract Data is

### 50.3
The *expenses* stated by the *Consultant* are

<table>
<thead>
<tr>
<th>item</th>
<th>amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### G
**Term contract**

### 11.2(25)
The *task schedule* is in
PART C2: PRICING DATA

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.1</td>
<td>Pricing instructions: Option G</td>
<td>4</td>
</tr>
<tr>
<td>C2.2</td>
<td>Task Schedule</td>
<td>15</td>
</tr>
<tr>
<td>C2.3</td>
<td>Staff rates and expenses</td>
<td>2</td>
</tr>
</tbody>
</table>
C2.1 Pricing instructions: Option G

1.1 The conditions of contract

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

Clause 11 in the NEC3 Professional Services Contract (PSC), April 2013, under main Option G states:

(17) The Price for Services Provided to Date is, for each Task, the total of

- the Time Charge for work which has been completed on time based items on the Task Schedule and
- A proportion of the lump sum price for each other item on the Task Schedule which is the proportion of work completed on that item.

(20) The Prices are

- the Time Charge for items described as time based on the Task Schedule and
- The lump sum price in the Task Schedule for each other item.

(21) A Task is work within the services which the Employer may instruct the Consultant to carry out within a stated period of time.

(22) Task Completion is when the Consultant has done all the work which the Task Order requires him to do by the Task Completion Date, and corrected Defects which would have prevented the Employer or Others from using the services and Others from doing their work.

(23) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

(24) A Task Order is the Employer’s instruction to carry out a Task.

(25) The Task Schedule is the task schedule unless later changed in accordance with this contract.

1.2 Measurement and Payment

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

1.2.2 Notwithstanding the provisions of Clause 11.2(17) of the conditions of contract, the amount due at each assessment date is based on Tasks and/or milestones completed as indicated on the Task Schedule and not the proportion of work completed on that item.
1.2.3 The Task Schedule work breakdown structure provided by the Consultant is based on the Task Schedule provided by the Employer. The Tasks listed by the Employer are the minimum Tasks acceptable and identify the specific Tasks which are required to achieve Task Completion. The Task Schedule work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.

1.2.4 The Consultant’s detailed Task Schedule summates back to the Task Schedule provided by the Employer and is in sufficient detail to monitor completion of a Task related to the Accepted Programme in order that payment of completed Tasks may be assessed.

1.2.5 The Prices are obtained from the Task Schedule. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to each Task.

1.3 **Staff rates and expenses**

**Staff rates:**

1.3.1 Tendering consultants are advised to consult page 30 of the NEC3 Professional Services Contract (April 2013) Guidance Notes and Flow Charts before entering *staff rates* into Contract Data, or below in Part C2.3.

This is because *staff rates* can be established in one of three ways:

- rates for named staff,
- rates for categories of staff or
- Rates related to salaries paid to staff.

1.3.2 The *staff rates* are the prices charged for staff and shall include for all the costs to the Consultant, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.

1.3.3 In addition to 1.3.2 above, the staff rates shall be derived from the total annual cost of employment of a person. The total annual cost of employment of a person is the total amount borne by the Consultant in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; employer’s contribution to medical aid; group life insurance premiums borne by the Consultant; the Consultant’s contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone...
and / or computer allowances, etc; and amounts payable in terms of an Act including, but not limited to, the Basic Conditions of Employment Act. Consequently, staff rates are to include for all burdens/on-costs, statutory holidays and all leave entitlements (normal leave, sick leave, family responsibility leave, maternity leave, etc.) in terms of such person’s conditions of employment and/or in terms of the Basic Conditions of Employment Act.

1.3.4 The staff rates for salaried technical staff shall not exceed that payable for an appropriately professionally qualified staff responsible for carrying out the relevant service.

1.3.5 The staff rates shall include all necessary protective clothing, standard equipment, medicals and inductions required to Provide the Services.

1.3.6 Directors or members providing strategic guidance in planning and executing a project or performing quality management checks shall be deemed to be included in the staff rates and shall not be paid for separately. Payment to a director or member not providing strategic guidance in planning and executing a project or performing quality management checks shall be paid under another relevant category appropriate to the service being provided.

1.3.7 The staff rates derived from Part C2.3 excludes value added tax.

1.3.8 The staff rates for staff travelling more than 1,5 hours from their normal place to or from a jobsite (or vice versa) shall be reduced by a factor of 0.80 i.e. shall be reduced by 20%.

**Expenses:**

1.3.9 Expenses associated with employing a staff member in Providing the Services can be listed separately either by the Employer in the Contract Data provided by the Employer or by the Consultant in the Contract Data provided by the Consultant. Only the expenses defined in part one and part two of the Contract Data may be claimed by the Consultant, all other costs to the Consultant associated with Providing the Services must be included within the staff rates. In this regard, tendering consultants are strongly urged to consult page 42 of the NEC3 Professional Services Contract (April 2013) Guidance Notes and Flow Charts as “only expenses stated in the Contract Data are payable in addition to the Price for Services Provided to Date”.

1.3.10 A subsistence allowance is an amount intended to cover incidental costs incurred by reason of living away from home, such as the cost of meals, liquid refreshments, phone calls, internet access, laundry and job-related out of pocket expenses that are not paid for in terms of the contract.

1.3.11 A subsistence allowance may only be claimed in respect of each night that a staff member is away from home.
1.3.12 Travel expenses may only be claimed in respect of the cost of transportation of the Consultant's staff from their usual place of business to the jobsite, and return from the jobsite to Consultant's usual place of business.

1.3.13 All air travel shall be in economy class on a scheduled airline.

1.3.14 Accommodation means a
   Bed and breakfast;
   Guest house;
   Self-catering; or
   Hotel having a star rating of 1, 2 or 3
as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).
   **Note:** A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

1.3.15 Breakfast not included in accommodation is not an expense as it falls under the subsistence allowance.

1.3.16 A hired car means a motor vehicle having an engine capacity of not more than 1600cc.

   **Note:** A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an expense.
## C2.2 Task Schedule

The *Employer’s* Task Schedule is listed below:

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td>TASK 1 - DESIGN OF S08 MOVING HEAD TO ENABLE TRANSFER ONTO BOTH R01 AND R02 CONVEYOR BELTS IN LINE WITH ECSA REG. AS DEFINED IN PARTC3: Scope of Works</td>
</tr>
<tr>
<td><strong>1.1</strong></td>
<td>Design Work For Bulk Handling, Civil, Mechanical and Electrical Engineering:</td>
</tr>
<tr>
<td><strong>1.1.1</strong></td>
<td>Prepare detailed calculations including commodity flow calculations to meet ATS rates, power supply requirements and establish feeder configuration.</td>
</tr>
<tr>
<td><strong>1.1.2</strong></td>
<td>Prepare options at the various stages of the projects to the professional team and other relevant stakeholders.</td>
</tr>
<tr>
<td><strong>1.1.3</strong></td>
<td>Undertake detail fire design for detection and suppression.</td>
</tr>
<tr>
<td><strong>1.1.4</strong></td>
<td>Conditional Assessment of existing Hoppers on S08 Conveyor.</td>
</tr>
<tr>
<td><strong>1.1.5</strong></td>
<td>Prepare progress reports at the various stages of the Task Order 1 to the professional team (Transnet) and other relevant stakeholders. (monthly for the duration of Task Order 1)</td>
</tr>
<tr>
<td><strong>1.2</strong></td>
<td>Prepare drawings for all mechanical, civil and structural, electrical and control &amp; instrumentation elements of the feeder arrangements, to include the following:</td>
</tr>
<tr>
<td><strong>1.2.1</strong></td>
<td>General Assemblies.</td>
</tr>
<tr>
<td><strong>1.2.2</strong></td>
<td>Layouts.</td>
</tr>
<tr>
<td><strong>1.2.3</strong></td>
<td>Detailed Mechanical Elements.</td>
</tr>
<tr>
<td><strong>1.2.4</strong></td>
<td>Process Flow Diagrams.</td>
</tr>
<tr>
<td><strong>1.2.5</strong></td>
<td>Detail pneumatic specifications for actuators.</td>
</tr>
<tr>
<td><strong>1.2.6</strong></td>
<td>Process and instrumentation diagrams.</td>
</tr>
<tr>
<td><strong>1.2.7</strong></td>
<td>Data sheets.</td>
</tr>
</tbody>
</table>
# DESCRIPTION OF THE SERVICES: DESIGN OF S09 CONVEYOR AND DESIGN OF S08 MOVING HEAD IN THE PORT OF RICHARDS BAY

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2.8</td>
<td>Cable Routing.</td>
<td>Sum</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>1.2.9</td>
<td>Single line diagrams.</td>
<td>Sum</td>
<td>1</td>
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</tr>
<tr>
<td>1.2.10</td>
<td>Detail structural connections.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.11</td>
<td>Prepare detailed specifications making reference to detail design, which includes fabrication, supply and installation of the design and equipment.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Undertake site investigations:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.1</td>
<td>Geotechnical Investigation (inclusive of Lab Results and Report).</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.2</td>
<td>Surveying.</td>
<td>Sum</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>1.3.3</td>
<td>Conditional Assessment of Existing Infrastructure Report.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Design Review Meetings (to be attended by all Consultants resources):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.1</td>
<td>Project Manager.</td>
<td>Hrs</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.2</td>
<td>Engineering Manager.</td>
<td>Hrs</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.3</td>
<td>Electrical Engineering lead.</td>
<td>Hrs</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.4</td>
<td>Mechanical Engineering lead.</td>
<td>Hrs</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.5</td>
<td>Civil Engineering lead.</td>
<td>Hrs</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.6</td>
<td>Quantity Surveyor.</td>
<td>Hrs</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.7</td>
<td>Planner.</td>
<td>Hrs</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.8</td>
<td>Environmental Specialist.</td>
<td>Hrs</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.9</td>
<td>Risk Practitioner.</td>
<td>Hrs</td>
<td>24</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TOTAL FOR TASK 1

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>TASK 2 – DESIGN OF S09 CONVEYOR WITH ALL ASSOCIATED BULK MATERIAL HANDLING EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Prepare detailed engineering designs</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Prepare detailed calculations, computer simulations on all mechanical, structural, electrical and control &amp; instrumentation engineering elements.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Prepare progress reports at the various stages of the Task Order 2 to the professional team (Transnet) and other relevant stakeholders. (monthly for the duration of Task Order 2)</td>
<td>mnth</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Undertake detail fire design for detection and suppression.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 2.5      | Prepare drawings for all mechanical, civil and structural, electrical and control & instrumentation elements of the new conveyor to detailed Approved for Construction design: |      |     |      |        |
| 2.5.1    | General Assemblies. | Sum  | 1   |      |        |
| 2.5.2    | Layouts. | Sum  | 1   |      |        |
| 2.5.3    | Detailed Mechanical Elements. | Sum  | 1   |      |        |
| 2.5.4    | Process Flow Diagrams. | Sum  | 1   |      |        |
| 2.5.5    | Data sheets. | Sum  | 1   |      |        |
| 2.5.6    | Detailed structural connections. | Sum  | 1   |      |        |
| 2.5.7    | Single line diagrams. | Sum  | 1   |      |        |
| 2.5.8    | Cable routing. | Sum  | 1   |      |        |
| 2.5.9    | Process and instrumentation diagrams. | Sum  | 1   |      |        |
| 2.5.10   | Prepare a detailed conveyor specification making reference to detail design which includes fabrication, supply and installation of the conveyor and its associated equipment. | Sum  | 1   |      |        |

| 2.6      | Undertake site investigations |      |     |      |        |
| 2.6.1    | Geotechnical Investigation (inclusive of Lab Results and Report). | Sum  | 1   |      |        |
TENDER NUMBER: 4227625-102

DESCRIPTION OF THE SERVICES: DESIGN OF S09 CONVEYOR AND DESIGN OF S08 MOVING HEAD IN THE PORT OF RICHARDS BAY

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3.6.2 Compile a Level 4 schedule (time and resource loaded). | Sum | 1 |

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<td>4.9.3</td>
<td>Compile Estimates reports for the FEL-4 Services within -10% to +10% accuracy, including Executive Summary and breakdown of the estimate.</td>
<td>Sum</td>
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<tr>
<td>4.9.4</td>
<td>Develop Operational Readiness Plan.</td>
<td>Sum</td>
<td>1</td>
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<tr>
<td>4.9.5</td>
<td>Develop FEL-4 Project Execution Plan.</td>
<td>Sum</td>
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<tr>
<td>4.9.6</td>
<td>Develop Procurement package plan.</td>
<td>Sum</td>
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<tr>
<td>4.10</td>
<td>FEL-4 Execution schedule:</td>
<td></td>
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<tr>
<td>4.10.1</td>
<td>Develop a Basis of schedule report.</td>
<td>Sum</td>
<td>1</td>
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<tr>
<td>4.10.2</td>
<td>Compile a Level 4 schedule (time and resource loaded).</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>4.11</td>
<td>Environmental and sustainability documentation:</td>
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<tr>
<td>4.11.1</td>
<td>Develop Sustainability report.</td>
<td>Sum</td>
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<tr>
<td>4.12</td>
<td>Health &amp; Safety Deliverables:</td>
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<tr>
<td>4.12.1</td>
<td>Project Safety Leadership.</td>
<td>Sum</td>
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</tr>
<tr>
<td>4.12.2</td>
<td>Project Specific Health and Safety Specification.</td>
<td>Sum</td>
<td>1</td>
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<td></td>
</tr>
<tr>
<td>4.12.3</td>
<td>Develop Health and Safety Management Plan and Supporting documentation.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12.4</td>
<td>Compile a project Legal Register.</td>
<td>Sum</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>4.12.5</td>
<td>Design for Safety Criteria Report.</td>
<td>Sum</td>
<td>1</td>
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</table>
### Task No. | Task Description | Unit | Qty | Rate | Amount
---|---|---|---|---|---
4.13 | Construction Methodology: | | | | |
4.13.1 | Develop a detail construction methodology report. | Sum | 1 | | |
4.13.2 | Facilitate Construction workshop 1. | Sum | 1 | | |
4.13.3 | Undertake traffic management study. | Sum | 1 | | |
4.13.4 | Compile a detail traffic management plan. | Sum | 1 | | |
4.14 | Project Progress Meetings (to be attended by key project resources): | | | | |
4.14.1 | Project Manager. | Hrs | 8 | | |
4.14.2 | Engineering Manager. | Hrs | 8 | | |
4.14.3 | Electrical Engineering lead. | Hrs | 8 | | |
4.14.4 | Mechanical Engineering lead. | Hrs | 8 | | |
4.14.5 | Civil Engineering lead. | Hrs | 8 | | |
4.14.6 | Quantity Surveyor. | Hrs | 8 | | |
4.14.7 | Planner. | Hrs | 8 | | |
4.14.8 | Environmental Specialist. | Hrs | 8 | | |
4.14.9 | Risk Practitioner. | Hrs | 8 | | |
4.15 | FEL 3 Gate Review | | | | |
4.15.1 | Attend FEL 3 Gate Review (Key Disciplines to attend maximum 5 people). | Hrs | 8 | | |
4.15.2 | Update of PLP and Engineering Design Deliverables as recommended by Gate review outcome report. | Hrs | 2 | | |
## Task Description

<table>
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<tr>
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<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
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<tr>
<td><strong>5</strong></td>
<td><strong>TASK 5 – FEL04 PHASE: THE S08 MOVING HEAD</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Perform a review of fabrication procedures and drawings done by others.</td>
<td>Hrs</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>Form part of project /engineering meeting (To be attended by Consultants relevant Engineering team in person):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.3.1</td>
<td>Project/Engineering meeting 1.</td>
<td>each</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.4</td>
<td>Respond to all Field Engineering Queries:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.4.1</td>
<td>Engineering supervision for construction period, inclusive of responses to all Field Engineering Queries within agreed timeframe.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.4.2</td>
<td>Engineering supervision for construction period.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.5</td>
<td>Perform all quality control/management activities forming part of the project team for the construction period:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.5.1</td>
<td>Review and approve of all contractor quality control procedures.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.5.2</td>
<td>Perform quality inspection of fabricated components as per the contractor quality plan, for the duration of the fabrication and installation phase.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.5.3</td>
<td>Perform a review of construction methods statements.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.5.4</td>
<td>Monitor construction in line with ECSA Level 2 normal and additional services and ensure works are done as per design for the construction period.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**DESCRIPTION OF THE SERVICES:** DESIGN OF S09 CONVEYOR AND DESIGN OF S08 MOVING HEAD IN THE PORT OF RICHARDS BAY

<table>
<thead>
<tr>
<th>Task No.</th>
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<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
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<tr>
<td>5.6</td>
<td>Normal Services as set out in Government Gazette no. 39480 Vol. 606 Engineering Profession Act (46/2000): Guideline for services and processes for estimating fees for persons registered in terms of the Engineering Profession Act or later version:</td>
<td></td>
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<tr>
<td>5.6.1</td>
<td>Stage 5 – Contract Administration and Inspection for the duration of the construction phase.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.6.2</td>
<td>Stage 6 – Close-out report.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.7</td>
<td>Additional Services in line with Level 2 ECSA Construction monitoring as stipulated in Government Gazette no. 39480 Vol. 606 Engineering Profession Act (46/2000): Guideline for services and processes for estimating fees for persons registered in terms of the Engineering Profession Act or later version:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.7.1</td>
<td>Perform a review of all AS-BUILT drawings and data.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.7.2</td>
<td>Commissioning and testing.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.7.3</td>
<td>Compile and issue a design certificate of compliance.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Task No.** | **Task Description** | **Unit** | **Qty** | **Rate** | **Amount**
--- | --- | --- | --- | --- | ---
6 | **TASK 6 – FEL04: THE S09 CONVEYOR** |  |  |  |  
6.1 | Perform any remaining engineering design related to changes that may be present. | Hrs | 16 |  |  
6.2 | Perform a review of fabrication procedures and drawings done by others. | Hrs | 20 |  |  
6.3 | Form part of project /engineering meeting (To be attended by Consultants relevant Engineering team in person): |  |  |  |  
6.3.1 | Project/Engineering meeting 1. | each | 15 |  |  
6.4 | Respond to all Field Engineering Queries: |  |  |  |  
6.4.1 | Engineering supervision for construction period, inclusive of responses to all Field Engineering Queries within agreed timeframe. | Sum | 1 |  |  
6.4.2 | Engineering supervision for construction period. | Sum | 1 |  |  
6.5 | Perform all quality control/management activities forming part of the project team for the construction period: |  |  |  |  
6.5.1 | Review of all contractor quality control procedures. | Sum | 1 |  |  
6.5.2 | Perform inspection of fabricated components as per the contractor quality plan, for the duration of the fabrication and installation phase. | Sum | 1 |  |  
6.5.3 | Perform a review of construction methods statements. | Sum | 1 |  |  

**TOTAL FOR TASK 5**
<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
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<tbody>
<tr>
<td>6.6</td>
<td>Normal Services as set out in Government Gazette no. 39480 Vol. 606 Engineering Profession Act (46/2000); Guideline for services and processes for estimating fees for persons registered in terms of the Engineering Profession Act or later version:</td>
<td></td>
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<tr>
<td>6.6.1</td>
<td>Stage 5 – Contract Administration and Inspection.</td>
<td>Sum</td>
<td>1</td>
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<tr>
<td>6.6.2</td>
<td>Stage 6 – Close-out.</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.7</td>
<td>Additional Services in line with Level 2 ECSA Construction monitoring as stipulated in Government Gazette no. 39480 Vol. 606 Engineering Profession Act (46/2000); Guideline for services and processes for estimating fees for persons registered in terms of the Engineering Profession Act or later version:</td>
<td></td>
<td></td>
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<tr>
<td>6.7.1</td>
<td>Perform a review of all AS-BUILT data.</td>
<td>Sum</td>
<td>1</td>
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<tr>
<td>6.7.2</td>
<td>Commissioning and testing.</td>
<td>Sum</td>
<td>1</td>
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<tr>
<td>6.7.3</td>
<td>Compile and issue a design certificate of compliance.</td>
<td>Sum</td>
<td>1</td>
<td></td>
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<tr>
<td>6.8</td>
<td>Expenses associated with meetings held in Richards Bay or Durban:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>6.8.1</td>
<td>Flight to and from Richards Bay (Preferably Economy)</td>
<td>Trip</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.8.2</td>
<td>Accommodation in Richards Bay (Preferably three star)</td>
<td>each</td>
<td>10</td>
<td></td>
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<tr>
<td>6.8.3</td>
<td>Hired cars (Group B) estimated 6.3km from airport to our offices and 7km from office to site, single trip</td>
<td>each</td>
<td>10</td>
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</table>
**DESCRIPTION OF THE SERVICES:** DESIGN OF S09 CONVEYOR AND DESIGN OF S08 MOVING HEAD IN THE PORT OF RICHARDS BAY

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<th>Task</th>
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<tr>
<td>1</td>
<td>DESIGN OF S08 MOVING HEAD TO ENABLE TRANSFER ONTO BOTH R01 AND R02 CONVEYOR BELTS IN LINE WITH ECSA REG. AS DEFINED IN PARTC3: Scope of Works</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>DESIGN OF S09 CONVEYOR WITH ALL ASSOCIATED BULK MATERIAL HANDLING EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>PROJECT DOCUMENTATION DELIVERABLES S08 (all inclusive of work performed by the Consultant, Employer or Others)</td>
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<tr>
<td>4</td>
<td>PROJECT DOCUMENTATION DELIVERABLES S09 (all inclusive of work performed by the Consultant, Employer or Others)</td>
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<tr>
<td>5</td>
<td>FEL04 PHASE: THE S08 MOVING HEAD</td>
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</tr>
<tr>
<td>6</td>
<td>FEL04: THE S09 CONVEYOR</td>
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</tr>
</tbody>
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The offered total of the Prices (excluding VAT) carried forward to the Form of Offer and Acceptance.
C2.3 *Staff rates and expenses*

This section can be used when the *staff rates and expenses* are considerable in number and more conveniently located here than in the Contract Data.

Entries in the Contract Data should refer to this section of Part C2.

The *staff rates* are:

<table>
<thead>
<tr>
<th>No.</th>
<th>Designation or name of staff member</th>
<th>Basis of staff rates (excluding VAT)</th>
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<tr>
<td></td>
<td>Category</td>
<td>Classification</td>
</tr>
<tr>
<td>1</td>
<td>Engineering and Project Managers</td>
<td>R</td>
</tr>
<tr>
<td>2</td>
<td>Associates and Consultants</td>
<td>R</td>
</tr>
<tr>
<td>3</td>
<td>Senior Engineers</td>
<td>R</td>
</tr>
<tr>
<td>4</td>
<td>Engineers</td>
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<tr>
<td>5</td>
<td>Junior Engineers</td>
<td>R</td>
</tr>
<tr>
<td>6</td>
<td>Technologists</td>
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</tr>
<tr>
<td>7</td>
<td>Senior Technician</td>
<td>R</td>
</tr>
<tr>
<td>8</td>
<td>Technician</td>
<td>R</td>
</tr>
<tr>
<td>9</td>
<td>Senior Draughtsmen</td>
<td>R</td>
</tr>
<tr>
<td>10</td>
<td>Draughtsmen</td>
<td>R</td>
</tr>
<tr>
<td>11</td>
<td>Technical Assistant</td>
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</tr>
<tr>
<td>12</td>
<td>Project Support Coordinators</td>
<td>R</td>
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</table>
The expenses are:

<table>
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<tr>
<th>Category</th>
<th>Basis of expenses, excluding VAT</th>
<th>Applicable parameter</th>
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</thead>
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<tr>
<td>1 Subsistence allowance</td>
<td>Amount per day</td>
<td>R/day</td>
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<tr>
<td>2 Private car or MPV:</td>
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<td></td>
</tr>
<tr>
<td>2.1 Engine capacity less than or equal to 1600 cc</td>
<td>Cost per km in Rands</td>
<td>R/km</td>
</tr>
<tr>
<td>2.2 Engine capacity greater than 1600 cc</td>
<td>Cost per km in Rands</td>
<td>R/km</td>
</tr>
<tr>
<td>3 Pickup vans and bakkies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1 Engine capacity less than or equal to 1600 cc</td>
<td>Cost per km in Rands</td>
<td>R/km</td>
</tr>
<tr>
<td>3.2 Engine capacity greater than 1600 cc</td>
<td>Cost per km in Rands</td>
<td>R/km</td>
</tr>
<tr>
<td>4 Other expenses:</td>
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# PART C3: SCOPE OF WORK

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<tr>
<td></td>
<td>The Scope</td>
<td>38</td>
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1.1. Executive overview

The port facilities in Richards Bay are predominantly a bulk handling export facility. The Transnet Port Terminals (TPT) facilities in Richards Bay comprise three terminals, viz. Dry Bulk (DBT), Multi-Purpose (MPT) and the Port Rail Terminal (PRT). These terminals contribute to the economy of South Africa by ensuring that bulk and break bulk minerals are imported and exported through the existing bulk materials handling infrastructure. The equipment referred to includes tipplers, stackers, ship loaders & un-loaders, conveyors and hoppers.

The Richards Bay Port Terminals handle a variety of bulk minerals which are transported into the Port via the rail network; and thereafter offloaded, stockpiled and lastly exported utilising the existing materials handling infrastructure. The bulk of the export cargo comprises magnetite and chrome. Magnetite is stockpiled in the eastern areas (A, B, C & D) and Chrome in the western areas (A, B, C & D). The cargo is reclaimed from these stockpiles by front end loaders, transferred to the conveyor network through pay loader/hopper operation and is exported via berths 703, 704 and 801 at DBT.

Figure 1: Aerial view of Stockpile areas and Export Berths
1.2. **Employer’s objectives**

The Consultant will be required to perform all FEL-3 and 4 design for the new S09 Conveyor and S08 Moving head and modifications in line with the Transnet Project Lifecycle Process (PLP). It must be noted that the Consultant’s design works will include, but not limited to, geotechnical studies, identification of underground services, surveys, civil and structural design of supporting structures, foundations and gallery modifications. The Employer’s objective for this Project is for the Consultant to conduct the Feasibility (FEL-3) and provide engineering requirements and support during the Execution (FEL-4) phases of the PLP in line with Engineering supervision and construction monitoring normal services and additional services to ECSA Level 2 as stipulated in ECSA Reg.

1.3. **Interpretation and terminology**

The following abbreviations are used in this Services Information:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning given to the abbreviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIA</td>
<td>Authorised Inspection Authority</td>
</tr>
<tr>
<td>BBBEE</td>
<td>Broad Based Black Economic Empowerment</td>
</tr>
<tr>
<td>BMH</td>
<td>Bulk material handling</td>
</tr>
<tr>
<td>CD</td>
<td>Compact Disc</td>
</tr>
<tr>
<td>CDR</td>
<td>Consultant Documentation Register</td>
</tr>
<tr>
<td>CDS</td>
<td>Consultant Documentation Schedule</td>
</tr>
<tr>
<td>CEMP</td>
<td>Construction Environmental Management Plan</td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Description</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td>CIRP</td>
<td>Consultant's Industrial Relations Practitioner</td>
</tr>
<tr>
<td>CM</td>
<td>Construction Manager</td>
</tr>
<tr>
<td>CRL</td>
<td>Consultant Review Label</td>
</tr>
<tr>
<td>CSHEO</td>
<td>Consultant's Safety, Health and Environmental Officer</td>
</tr>
<tr>
<td>DTI</td>
<td>Department of Trade and Industry</td>
</tr>
<tr>
<td>DWG</td>
<td>Drawings</td>
</tr>
<tr>
<td>DWT</td>
<td>Dead Weight Tonnage</td>
</tr>
<tr>
<td>ECSA Reg.</td>
<td>Section 3: Guideline for Scope of Services in Government Gazette no. 39480 Vol. 606 Engineering Profession Act (46/2000): Guideline for services and processes for estimating fees for persons registered in terms of the Engineering Profession Act or later version</td>
</tr>
<tr>
<td>EO</td>
<td>Environmental Officer</td>
</tr>
<tr>
<td>HAW</td>
<td>Hazard Assessment Service shop</td>
</tr>
<tr>
<td>HAZOP</td>
<td>Hazard and Operability Study</td>
</tr>
<tr>
<td>HSSP</td>
<td>Health and Safety Surveillance Plan</td>
</tr>
<tr>
<td>INC</td>
<td>Independent Nominated Consultant</td>
</tr>
<tr>
<td>IP</td>
<td>Industrial Participation</td>
</tr>
<tr>
<td>IPO</td>
<td>Industrial Participation Obligation</td>
</tr>
<tr>
<td>IPP</td>
<td>Industrial Participation Policy</td>
</tr>
<tr>
<td>IPS</td>
<td>Industrial Participation Secretariat</td>
</tr>
<tr>
<td>IR</td>
<td>Industrial Relations</td>
</tr>
<tr>
<td>IRCC</td>
<td>Industrial Relations Co-ordinating Committee</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organisation for Standards</td>
</tr>
<tr>
<td>JSA</td>
<td>Job Safety Analysis</td>
</tr>
<tr>
<td>LED</td>
<td>Light-emitting diode</td>
</tr>
<tr>
<td>m/s</td>
<td>Metre per second</td>
</tr>
<tr>
<td>MPT</td>
<td>Multi-Purpose Terminal</td>
</tr>
<tr>
<td>Mtpa</td>
<td>Million Tonnes per Annum</td>
</tr>
<tr>
<td>Native</td>
<td>Original electronic file format of documentation</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>ORS</td>
<td>Owner Requirement Specification</td>
</tr>
<tr>
<td>PES</td>
<td>Project Environmental Specifications</td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Description</td>
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<tr>
<td>--------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>PHA</td>
<td>Preliminary Hazard Assessment</td>
</tr>
<tr>
<td>PIRM</td>
<td>Project Industrial Relations Manager</td>
</tr>
<tr>
<td>PIRPMP</td>
<td>Project Industrial Relations Policy and Management Plan</td>
</tr>
<tr>
<td>PLA</td>
<td>Project Labour Agreements</td>
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<tr>
<td>PLP</td>
<td>Project Lifecycle Process</td>
</tr>
<tr>
<td>ProgEM</td>
<td>Programme Environmental Manager</td>
</tr>
<tr>
<td>ProjEM</td>
<td>Project Environmental Manager</td>
</tr>
<tr>
<td>PSIRM</td>
<td>Project Site Industrial Relations Manager</td>
</tr>
<tr>
<td>PSPM</td>
<td>Project Safety Program Manager</td>
</tr>
<tr>
<td>PSSM</td>
<td>Project Site Safety Manager</td>
</tr>
<tr>
<td>QA</td>
<td>Quality Assurance</td>
</tr>
<tr>
<td>R&amp;D</td>
<td>Research and Development</td>
</tr>
<tr>
<td>RBEP</td>
<td>Richards Bay Expansion Plan</td>
</tr>
<tr>
<td>SANS</td>
<td>South African National Standards</td>
</tr>
<tr>
<td>SASRIA</td>
<td>South African Special Risks Insurance Association</td>
</tr>
<tr>
<td>SES</td>
<td>Standard Environmental Specification</td>
</tr>
<tr>
<td>SHEQ</td>
<td>Safety, Health Environment and Quality</td>
</tr>
<tr>
<td>SHEC</td>
<td>Safety, Health and Environment Co-ordinator</td>
</tr>
<tr>
<td>SI</td>
<td>International System of Units (Metric)</td>
</tr>
<tr>
<td>SIP</td>
<td>Site Induction Programme</td>
</tr>
<tr>
<td>SMP</td>
<td>Safety Management Plan</td>
</tr>
<tr>
<td>SSRC</td>
<td>Site Safety Review Committee</td>
</tr>
<tr>
<td>TFR</td>
<td>Transnet Freight Rail</td>
</tr>
<tr>
<td>TNPA</td>
<td>Transnet National Ports Authority</td>
</tr>
<tr>
<td>tph</td>
<td>Tonnes per hour</td>
</tr>
<tr>
<td>TPT</td>
<td>Transnet Port Terminals</td>
</tr>
<tr>
<td>TGC</td>
<td>Transnet Group Capital</td>
</tr>
</tbody>
</table>

2. Engineering and the *Consultant's Design*

2.1. *Employer's design*
The pre-construction activities together with elements of the FEL-3 design development will be undertaken by the Consultant. The FEL-3 feasibility phase has been broken down to the following engineering work packages:

1. Mechanical BMH Infrastructure (Consultant)
2. Civil and Structural infrastructure (Consultant)
3. Electrical and Control infrastructure (Consultant)
4. Geotechnical tests (Consultant)
5. Surveys (Consultant)
6. Identification of underground services (Consultant)

The Consultant is to develop the FEL-3 PLP documentation that captures all works performed by the Consultant, Employer and others and is detailed under section 2.2.2.

2.1.1. The Employer grants the Consultant a licence to use the copyright in design data presented to the Consultant for the purpose of the Services (and the Consultant’s obligation under paragraph 2.2 of the Employer’s Services Information) ONLY.

2.2. Services which the Consultant is to design

2.2.1. The Consultant is responsible to conduct all required survey and geotechnical works to successfully complete the design. Any existing information available from the Employer will be shared to the Consultant but the information must not be relied upon to deliver the works. Should the Consultant choose to utilise information provided by the Employer, the Consultant will then hold all responsibility for the information provided by the Employer.

2.2.2. The Consultant is to provide the following parts of the Engineering Services in line with the Transnet Project Lifecycle Process and ECSA Reg.( as referenced in Section Error! Reference source not found.: Interpretation and Terminology):

- Detailed design on a new S09 conveyor route with all associated Bulk Material Handling equipment;
- Conditional Assessment of existing Hoppers on S08 Conveyor;
- Design of new hoppers inclusive of all civil and structural works for S09 conveyor;
- Design of hoppers to incorporate blocked chute detection and interlock with new S09 conveyor;
- Design of new S09 moving head and transfer chutes onto existing N conveyors;
- Design of S08 moving head to enable transfer onto both R01 and R02 conveyor belts;
- Design of new transfer chute onto R02 conveyor belt;
- Design modifications of S08 conveyor belt to allow for new R02 transfer;
- Detailed design on conveyor structures; (Stringers, take-up towers, etc.)
- Detail design on all electrical and control and instrumental elements for S08 conveyor extension;
• Detail design on all electrical and control and instrumental elements for the new S09 conveyor and associated infrastructure (e.g. hoppers);
• Design modification to existing transfer house in R Gallery to incorporate the new S08 moving head;
• Design modification to existing transfer house in N Gallery to incorporate the new S09 conveyor and moving head;
• Design for all relocation of services (piping, electrical, communications etc.) within N and R Galleries;
• Detailed design on all transfer points, transfer chutes and feeder arrangements;
• Methodology to implement new S08 moving head;
• Methodology to implement new S09 conveyor;
• The design of a complete fire system for all new infrastructure;
• Detail design of temporary construction services (protection of current operations);
• Design inputs to works that the Employers is responsible for;
• Detailed engineering and development of equipment specifications;
• Project documentation in line with the criteria for FEL-3 study of the Transnet Project Lifecycle Process; (see Appendix A)
• Design services in line with the Stages stipulated in ECSA Reg.

2.2.3. Consultant’s Responsibilities

The Consultant shall be an integrated member of the multidisciplinary professional team and his areas of responsibility as included in the Engineering Professions Act 2000, published by the Engineering Council of South Africa (and not limited to), shall be to:

• Report to the Engineering Manager and/or Employer’s Agent with respect to the Task Order/contract,
• Review, familiarize and understand the proposed site including all constraints and environmental factors,
• Consult, advise, direct and interface with all members of the professional team with regards to engineering expertise and develop the concepts that will be studied further by the Employer,
• Review, familiarize and understand the operational requirements of the facilities to be provided as part of the project,
• Undertake the FEL-3 studies aligned to Transnet Project Life Cycle Process,
• Perform designers/engineers role in terms of the OSH Act 85 of 1993,
• Health and Safety Deliverables in line with PLP - Design for safety,
  o Project Safety Leadership – highlighting all the applicable legal appointments in terms of the OHS Act 85 of 1993, with its latest applicable regulations,
  o Design for Safety Plan and Procedures,
Health and Safety Management Plan and Supporting Documentation,

Designers Hazard Elimination Report – Risks during design, operation and construction that will form part of the Baseline Risk Assessment,

H&S Legal Register – quantifying cost and time impact,

Owner Alignment Meeting and

Fatal Flaw analysis of all options.

- Screening of Construction Regulations to establish work permit requirement with DOL,
- Perform all project deliverables,
- Form an integral part of the project team for the FEL-4 phase,
- Assist the project team in meeting project goals and objectives,
- Meet with stakeholders, develop schematic drawings into detail, and provide appropriate information to the professional team,
- Undertake detail design,
- Develop project documentation and reports,
- Undertake and be available to execute squad checks at various stages of the project,
- Any other reasonable Services required to successfully deliver the project to the client on time, on budget, at the accepted quality,

The Consultant shall adhere to all Transnet Engineering, Project Management and Documentation control procedures,

Prepare drawings as per Transnet Group Capital drawing standards,

Hand over all documentation including drawings in native file format (drawing files to be AutoCAD and Revit compatible),

Attend Gate Review at the conclusion of each Project Phase,

Engineering training of Transnet staff will be performed as part of the engineering and supplier and development. The Consultant will make allowances in the overall pricing to include this and provide a proposed training program,

The Consultant is to carry out this Task in accordance with the applicable Clause 2 (Guideline Scope of Services) of the latest provisions of the Guidelines Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, published by the Engineering Council of South Africa (ECSA) Act 46 of 2000.

**N.B All Designs shall be based on transporting Magnetite with a bulk density of 3000 kg/m³ with conveying speed of 2.5 m/s and rate of 2500tph but must allow for flexibility in transporting other commodities that exist at the port as per list below:**

Magnetite is the primary commodity to be considered and the following is assumed:

- Bulk Density – 3000 kg/m³;
• Surcharge Angle – 25°.

Allowance must also be made for any low and high density future commodities should the projected demand for magnetite not materialise or fall away. The following is assumed for low density commodities:

• Bulk Density – 800 kg/m³;
• Surcharge Angle – 20°;
• Sizing – Small and reasonably uniform

The following is assumed for high density commodities:

• Bulk Density – 3,500 kg/m³;
• Surcharge Angle – 25°;
• Sizing – Lumpy fines (Wet and sticky nature)

Commodities which must also be accommodated are:

<table>
<thead>
<tr>
<th>No.</th>
<th>Product Description</th>
<th>Bulk Density</th>
<th>Stored Density</th>
<th>Surcharge Angle</th>
<th>Angle of Repose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Coal</td>
<td>0.8</td>
<td>0.8</td>
<td>25</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>Chrome</td>
<td>2.60</td>
<td>2.60</td>
<td>20</td>
<td>31</td>
</tr>
<tr>
<td>3</td>
<td>Magnetite</td>
<td>2.20</td>
<td>2.20</td>
<td>25</td>
<td>40</td>
</tr>
<tr>
<td>4</td>
<td>Manganese</td>
<td>2.73</td>
<td>2.73</td>
<td>15</td>
<td>30.5</td>
</tr>
</tbody>
</table>

Table 2: List of design commodities

2.3. **FEL-3 Engineering Services (in line with ECSA Reg. Stages 2, 3 & 4)**

2.3.1. **Proposed Option**

The proposed option for S08 is to utilise a moving head design to allow transfer onto both R conveyor belts. Current operations only allow transfer from S08 to R01 resulting in operational downtime and revenue loss when R01 conveyor belt experiences failure or is shut down for maintenance. The implementation of a new moving head at S08 will provide operational flexibility and protect revenue.

The proposed option for S09 is to develop an additional reclaiming conveyor belt for the Eastern area. This is the optimal solution, i.e. to shorten the S08 and introduce an additional belt, S09. The benefits and drawbacks of shortening of S08 will be investigated by the Consultant. The S09 belt will be able to transfer onto the N01, N02 and N03 conveyors.

**Mechanical Infrastructure**

This Scope of Work covers the tasks to be undertaken by the Consultant in collaboration with the professional services for the complete detailed design of the following mechanical infrastructure and
equipment required for the new S08 moving head design and modifications together with the new S09 conveyor system and modifications. The detailed design, where applicable, will also require modifications to existing infrastructure and must accommodate for the export of a variety of cargo as shown in Table 2 in section 2.2.2.

2.3.2. Relocation of services

The new S09 Conveyor and modifications to the current S08 conveyor belt (introduction of a moving head) will interface with the N and R Galleries respectively. Currently there are electrical (cable and communication) and mechanical services (fire, compressed air and water piping) within both these galleries. It is the responsibility of the Consultant to perform clash detection based on the BMH design and identify services that will be required to be relocated. The identification of the services will include the following:

- Type of service;
- Source of service;
- Equipment of infrastructure that the service supplies.

The Consultant is responsible to develop:

- Design report with a detail services relocation plan;
- Mechanical and Electrical design of all re-routed or new services;
- Design of all supporting structures for relocated services.

2.3.3. Design of S08 Moving Head

This section of the Scope of Work covers the tasks to be undertaken by the Consultant in collaboration with the design of the Moving head and modifications required for the existing S08 conveyor. The design solution must aim to achieve a steady efficient flow of commodity at the transfer points which in turn will alleviate operational problems that could be experienced on the downstream conveyors and minimise downtime and spillages.

The Consultant’s areas of Services are:

- Prepare detailed engineering designs;
- Ensure the design is focused on minimising downtime, spillages and maintenance;
- Prepare detailed calculations, computer simulations on all mechanical, structural, electrical and control & instrumentation engineering elements, to include, but not limited to, the following:
  - Achieving a conveying rate of 2500tph,
  - Idler selection and spacing (with recommendations if solution differs from current TPT standards),
  - Design of new travelling carriages (moving head);
  - Detail design of new R02 transfer chute;
  - Design modifications to S08 conveyor and gallery.
o Design for maintenance, ease of access and walkways;
o Electrical equipment calculations and selection;
o Control design to cater for SCADA interlock to existing control system
o Structural design of all conveyor and bulk material handling elements; and
  o Design for Health and Safety as per OHS Act
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders;
- Undertake detail fire design for detection and suppression;
- Prepare drawings for all mechanical, civil, structural, electrical and control & instrumentation elements of the moving head and transfer chute to detailed Approved For Construction design, to include the following:
  o General Assemblies;
  o Layouts;
  o Detailed Mechanical Elements;
  o Process Flow Diagrams;
  o Data sheets;
  o Detailed structural connections;
  o Single line diagrams;
  o Detail pneumatic specifications for actuators;
  o Cable routing;
  o Process and instrumentation diagrams and
  o Approved for Construction (AFC) drawings.
- Prepare a detailed specification making reference to detail design which includes fabrication, supply and installation of bulk material handling equipment. This will include for:
  o Idlers;
  o Moving head Drives and actuators;
  o Installation specification of the above.
- Ensure design engineering integration with the structural and civil infrastructure, transfer house;
- Prepare detailed calculations including commodity flow calculations to meet loading rates, power supply requirements and establish transfer design;
- Ensure all impact zones are lined in accordance to Transnet standards, (UHMWPE linings)
- Prepare options at the various stages of the projects to the professional team and other relevant stakeholders,
- Provide inputs into site layout, civil design and structural design done by the Employer.

2.3.4. Design of S09 Conveyor

This Scope of Services covers the tasks to be undertaken by the Consultant in collaboration with the professional services for the complete detailed design of the new conveyor to receive commodity from the magnetite stock yard. It further covers the tasks to be undertaken by the Consultant in connection
with the design of the transfer and feed hopper arrangement for the new conveyor. The design solution of transfer chute must aim to achieve a steady efficient flow of commodity at transfer (engineered chute) which in turn will alleviate operational problems that could be experienced on the downstream conveyors and minimise downtime and spillages.

The **Consultant’s** areas of Services are:

- Prepare detailed engineering designs;
- Ensure the conveyor design is focused on minimising downtime, spillages and maintenance;
- Prepare detailed calculations, computer simulations on all mechanical, structural, electrical and control & instrumentation engineering elements, to include, but not limited to, the following:
  - Conveyor belt design width of 1350mm;
  - Conveying rate of 2500tph and belt speed of approximately 2.5m/s;
  - Belt class, grade and type selection;
  - Design of conveyors take-up;
  - Design of pulleys and shafts;
  - Idler selection and spacing (with recommendations if solution differs from current TPT standards);
  - Belt cleaning devices;
  - Design of new travelling carriages (moving heads);
  - Design of new hoppers inclusive of ramp and stop-block for Front-end loaders;
  - Design for maintenance, ease of access and walkways;
  - Drive system and configuration;
  - Electrical load calculations;
  - Control design to cater for SCADA interlock to existing control system;
  - Braking calculations/modelling;
  - Drive selection;
  - Structural live and dead load calculations;
  - Stringer design and selection inclusive of calculations;
  - Structural design of all conveyor and bulk material handling elements and
  - Design for Health and Safety as per OHS Act.
- Prepare reports at the various stages of the projects to the professional team and other relevant stakeholders;
- Undertake detail fire design for detection and suppression;
- Prepare detailed Approved For Construction drawings for all mechanical, civil, structural, electrical and control & instrumentation elements of the new conveyor. Approved For Construction design, to include the following:
  - General Assemblies;
  - Layouts;
  - Detailed Mechanical Elements;
  - Process Flow Diagrams;
TRANSNET GROUP CAPITAL  
TENDER NUMBER: 4227625-102  
DESCRIPTION OF THE SERVICES: DESIGN OF S09 CONVEYOR AND DESIGN OF S08 MOVING HEAD IN THE PORT OF RICHARDS BAY

- Data sheets;
- Detailed structural connections;
- Single line diagrams;
- Cable routing;
- Process and instrumentation diagrams and
- Approved for Construction (AFC) drawings.

- Prepare a detailed conveyor specification making reference to detail design which includes fabrication, supply and installation of conveying equipment. This will include for:
  - Belting;
  - Idlers;
  - Pulleys;
  - Drives and
  - Installation specification of the above.

- Prepare detailed calculations including commodity flow calculations to meet loading rates, power supply requirements and establish hopper configuration;

- Ensure all impact zones are lined in accordance to Transnet standards; (UHMWPE linings)

- Prepare options at the various stages of the projects to the professional team and other relevant stakeholders;

- Perform detail flow modelling to ensure fit-for-purpose design;

2.4. Project Documentation Deliverables S08

The Consultant is required to develop project document deliverables of all the works performed on the feasibility study for the S08 Conveyor moving head. This includes all engineering work done by the Employer, the Consultant and Others. All project documentation deliverables listed below will be in accordance with the Transnet PLP. The documents will address all criteria for each relevant study discipline (see Gate Review criteria attached in Appendix A).

Below is a list of project deliverables required for the entire engineering works of the Design phase of this project:

- Investigate chosen option and compile a verification report;
- Conditional Assessment report on existing Hoppers
- Detailed Monthly Project Progress Reports;
- Development of Design Data Pack per package (Consultant design only):
  - Design Methodology/criteria;
  - Engineering Drawings;
  - Calculation sheets;
  - Engineering Design Reports;
  - All Specifications/Works information for construction.

- Project costing
The basis of the estimate;
- Detailed bill of quantities’
- Estimates for the FEL 4 Services within -10% to +10 % accuracy’
- Executive summary and a breakdown of the estimate.

- Operational Readiness Plan;
- FEL-4 Project Execution Plan;
- Procurement package plan aligned to Works information’s;
- Construction methodology;
- FEL-4 Execution schedule
  - Basis of schedule;
  - Level 4 schedule. (time and resource loaded)

### 2.5. Project Documentation Deliverables S09

The Consultant is required to develop project document deliverables of all the works performed on the feasibility study for the new S09 Conveyor project. This includes all engineering work done by the Employer, the Consultant and Others. All project documentation deliverables listed below will be in accordance with the Transnet PLP. The documents will address all criteria for each relevant study discipline (see Gate Review criteria attached in Appendix A).

Below is a list of project deliverables required for the entire engineering works of the FEL-3 phase of this project:
• Investigate chosen option and compile a verification report;
• Detailed Monthly Project Progress Reports;
• FEL-3 Project Quality Plan;
• FEL-3 Work Plan;
• FEL-3 Feasibility report;
• Development of Design Data Pack per package (Consultant design only):
  o Design Methodology/criteria;
  o Engineering Drawings;
  o Calculation sheets;
  o Engineering Design Reports;
  o Specifications/Works information. (FEL 4 Tender pack)
• Project Risk
  o Risk Assessment & Register;
  o Risk Report;
  o Risk Management Plan;
  o Perform HAZOP Study and provide report;
  o Perform HAZCON Workshop and provide report.
• Project costing
  o The basis of the estimate;
  o Detailed bill of quantities;
  o Estimates for the FEL 4 Services within -10% to +10% accuracy;
  o Executive summary and a breakdown of the estimate.
• Operational Readiness Plan;
• FEL-4 Project Execution Plan;
• Procurement package plan;
• Construction methodology;
• FEL-4 Execution schedule
  o Basis of schedule;
  o Level 4 schedule. (time and resource loaded)
• Environmental and Sustainability documentation (as outlined on the attached Gate Review criteria)
  o Sustainable Development Design Report;
  o Environmental and Social Governance Report.
• Health & Safety Deliverables:
  o Project Safety Leadership;
  o Design for Safety Plan and Procedures;
  o Health and Safety Management Plan and Supporting documentation;
  o Legal Register;
  o Health and Safety Contractual Requirements.
2.6. **FEL-4 Engineering Services (as per ECSA Reg. referenced in Section 1.3)**

The FEL-4 Engineering Services are related to the new S09 conveyor and the modifications to the existing S08 conveyor shall begin on award of a task order during the execution and construction period. Two separate task orders aligned to the following activities will be issued to the Consultant and will be aligned to the project execution schedule. The following is a summary and description of the services that will be performed by the Consultant:

- Development, review and approval of FEL-4 engineering deliverables;
- Approval of all vendor information (specifications, shop detail drawings etc);
- Engineering supervision and construction monitoring normal services and additional services to ECSA Level 2 as stipulated in ECSA Reg;
- Providing and signing-off the critical hold points for construction and fabrication works as and when required;
- Quality checks and approvals of fabrication, installation and equipment (inclusive of FAT’s, SAT’s);
- Respond to field engineering queries;
- Engineering changes and updates to drawings;
- Develop AS-Built Data;
- Issue of design certification; (construction alignment to design)
- Mechanical completion and commissioning;
- Issuing Certificate of compliance;
- Attendance of project meetings, design review meetings, stakeholder engagements, tender adjudication and Gate Review meetings.

### Figure 5: FEL-4 Phase activities

2.6.1. **Employer** as stated under 2.1 Employer's design above and whether or not specifically stated to form part of the design responsibility of the **Consultant** under this paragraph 2.2; 2.3; 2.4, all residual design responsibility and overall responsibility for the total design solution for the Services rests with the **Consultant**.

#### 2.7. Procedure for submission and acceptance of **Consultant's** design

2.7.1. The **Consultant** undertakes design safety reviews as detailed in TCP-HAS-STD-001 with the defined project team.

2.7.2. The **Consultant** undertakes design engineering reviews as detailed in this Services information with the project team.

2.7.3. The **Consultant** undertakes stakeholder engagement reviews as detailed in this Services information with the project team.

2.7.4. The **Consultant** undertakes engineering integration reviews as detailed in this Services information with the project team.

2.7.5. The **Consultant** documentation shall be issued to the Employer's Agent under cover of the **Consultant** Transmittal Note, including complete Contract references (i.e. Project No, Contract No...).
No, etc.) as well as the Consultant's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. The formats of the Consultant data to be submitted shall be in accordance with the project procedure as accepted by the Employer’s Agent.

2.7.6. The Consultant shall allow the Employer's Agent 2 weeks to review and respond to the Consultant's submission of their documentation, i.e. from the time of receipt by the project to the time of despatch. Should the Employer's Agent delay the response past 2 weeks, the Consultant is released to proceed with work with the assumption that the Employer's Agent has no comments.

2.7.7. On receipt of the reviewed documentation the Consultant shall make all modifications as requested or as marked up on the documentation and resubmit the revised documentation to the Employer's Agent within 2 weeks. Queries regarding comments/changes should be addressed with the Employer's Agent prior to re-submittal.

2.7.8. Documentation Submission

In undertaking the 'Services' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Consultant Document Submittal Requirements' Standard included in Annexure 1 (Refer DOC-STD-0001).

2.8. Use of Consultant's Design

The Consultant grants the Employer a licence to use the copyright in all design data presented to the Employer in relation to the Services for any purpose in connection with the construction, reconstruction, refurbishment, repair, maintenance and extension of the designed infrastructure with such licence being capable of transfer to any third party without the consent of the Consultant. The Consultant vests in the Employer full title guarantee in the intellectual property and copyright in the design data created in relation to the Services.

2.9. Review and Acceptance of Consultant Documentation

In undertaking the 'Services' all documentation and data prepared and submitted by the Consultant shall conform and adhere to the requirements of:

'Documentation Submittal Requirements' Standard (DOC-STD-0001) included in Annexure 01

Programme CAD Standards (ENG-STD-0001)

Note:

A 'Starter Kit' containing the standard Project drawing templates shall only be issued upon Contract Award in electronic 'native' format under cover of the Project Transmittal Note.
Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the Consultant for corrective action and re-submission.

Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

All drawings supplied shall comply with the Programme CAD Standards, i.e. ENG-STD-0001.

It is the responsibility of all Project Participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.

The Consultant is to ensure that the latest versions of the required application software and a suitable ‘IT’ Infrastructure are in place to support the electronic transmission of documentation.

Electronic files submitted to the Project shall be clear of known viruses and extraneous “macros”. The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

All documentation and data created for the Project shall be numbered and named according to the TGC Codification Procedure. Such numbering is only available from the Project’s Document Control Group.

The Consultant shall, prior to acceptance of a Purchase Order/Contract, determine that he has the ability to satisfy the requirements for documentation and data as specified within the standards, i.e. DOC-STD-0001: ‘Consultant Documentation Submittal Requirements’ and ENG-STD-0001: Programme CAD Standards.

The Consultant shall be responsible for the supply of all Sub-Supplier/Consultant/Manufacturer, etc. documentation and data related to their package of work, and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards prior to awarding sub-orders.

The required format of documentation and data shall as a minimum be as follows:-

Hard Copy (full size), PDF and ‘Native’ file format

The required number of copies of documentation and data shall be specified in the ‘Consultant Documentation Schedule’ (CDS). The required number of copies shall as a minimum be four (4) hard copies, with the corresponding PDF and ‘Native’ file formats upon final submission, unless otherwise specified in the ‘Consultant Documentation Schedule’ (CDS).

The Consultant shall apply “wet signatures” to the original Documentation before scanning the signed original and prior to formal submission to the Project.
Final issues of all documentation shall be supplied to the Project in “wet signature” format along with the associated corresponding electronic ‘native files’ and PDF renditions.

The Consultant shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project.

The Consultant shall retain copies of all documentation issued in connection with the Project for a minimum period of five years after the completion of the Construction Phase of the Project.

2.10. Employer’s development objective
The Consultant is to take on an Employee from the Employer to train, develop and allow the opportunity to gain design experience and exposure. The Consultant will provide the Employee with a workstation and all necessary equipment such as a laptop, design and drawing software, etc. to successfully conduct the design. The design exposure will consist of:

- Design and drawing of the conveyor system
- Use of applicable software in designing of conveyor
- Design of moving head and transfer chute
- Design of Hoppers and associated infrastructure
- Development of Engineering design documentation

The Consultant will hold full accountability for the work.

3. Site Access, Facilities and Constraints

3.1. Access to Port of Richards Bay
Access to the Port of Richards Bay is strictly controlled. Access Permits are issued by Transnet National Ports Authority against receipt of a written request from an entity already operating within the Port. Positive identification (ID document or driving licence) is required for each person requesting an Access Permit. The Employer will assist the Consultant to obtain the required Access Permits.

3.2. Use of Vehicles within the Port
The speed limit for vehicles on the roads within the Port boundary is 40km/h and is strictly enforced. Vehicles must travel with their headlamps on at all times and, in addition, must display a roof-mounted amber flashing beacon when in motion.

The speed limit for vehicles travelling on the quayside is 20 km/h. Special permits are required for vehicles operating on the quayside.

3.3. Personal Protective Equipment (PPE)
PPE must be worn at all times when in the operational areas of the Port. The minimum requirements for PPE are hard hat, reflective vest and safety footwear. It is strongly recommended that hearing and eye protection is also used. The use of PPE in the office areas is not compulsory.
3.4. **Health and safety facilities on Site**
The *Employer* does not provide any Health and Safety facilities on site. The *Consultant* provides facilities in accordance with the requirements of the *Employer’s* Health and Safety standard. (HAS-STD-0002 – TCP Health, Safety and Security Requirements)

3.5. **Environmental controls, fauna & flora, dealing with objects of historical interest**

3.6. **Cooperating with and obtaining acceptance of others**
In performing the study, the *Consultant* will be required to engage with all stakeholders, including:
- Transnet National Ports Authority
- Transnet Port Terminals

3.7. **Publicity and photographs**
No photographs are to be taken unless the photographer is in possession of a photographic permit issued by the Chief Security Officer, Port of Richards Bay. Photographs are to be taken for record purposes only.

The *Consultant* treats all information gained through his appointment on this project as strictly confidential. The *Consultant* is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the work on this project unless the *Employer* grants special permission, in writing, for that purpose.

The *Consultant* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Employer*.

3.8. **Facilities provided by the *Employer***
The *Employer* does not provide any facilities for the *Consultant’s* exclusive use.

The *Employer* will provide facilities for regular and ad-hoc meetings held at the *Employer’s* premises.

3.9. **Facilities provided by the *Consultant***
The *Consultant* provides all facilities necessary for the execution of the work.

4. **Governing Codes, Standards and Specifications (where applicable)**

<table>
<thead>
<tr>
<th>Title</th>
<th>Document No.</th>
<th>Revision/Date</th>
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</thead>
<tbody>
<tr>
<td>National or International Standards</td>
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<tr>
<td>Standard Methods of Testing Road Construction</td>
<td>TMH1</td>
<td>1986</td>
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<tr>
<td>Materials</td>
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<td>South African National Building Regulations Act</td>
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<td>(103) Design of Highway Bridges and Culverts in South Africa</td>
<td>TMH7</td>
<td>1989</td>
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<td>Geometric Design of Rural Roads</td>
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<tr>
<td>SA Road Drainage Manual</td>
<td></td>
<td>1986</td>
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<tr>
<td>British Soil Classification System (BSCS)</td>
<td>BS 5930</td>
<td>1981</td>
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<td>Standard Specifications for Subsurface Investigations</td>
<td>SANRAL</td>
<td>2010</td>
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<td>Site Investigation Code of Practice ; The Geotechnical Division of SAICE</td>
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<td>2010</td>
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<td>Code of Practice for Site Investigations</td>
<td>BS 5930</td>
<td>1999</td>
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<td>Standardised Specification for Civil Engineering Construction - General (Part A)</td>
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<td>Site Clearance</td>
<td>SANS 1200C</td>
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<td>EarthServices</td>
<td>SANS 1200D</td>
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<td>SANS 1200DB</td>
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<tr>
<td>EarthServices (Roads Sub-grade)</td>
<td>SANS 1200DM</td>
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<tr>
<td>EarthServices (Railway, Sidings)</td>
<td>SANS 1200DN</td>
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<tr>
<td>Piling</td>
<td>SANS 1200F</td>
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<td>Concrete (Structural)</td>
<td>SANS 1200G</td>
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<tr>
<td>Concrete (Small The Scope)</td>
<td>SANS 1200GA</td>
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<tr>
<td>Precast Concrete</td>
<td>SANS 1200GE</td>
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<td>Structural Steel</td>
<td>SANS 1200H</td>
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<tr>
<td>Bedding (Pipes)</td>
<td>SANS 1200LB</td>
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<td>Storm Water Drainage</td>
<td>SANS 1200LE</td>
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<tr>
<td>Ancillary Road The Scope</td>
<td>SANS 1200MM</td>
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<td>Low Voltage Electrical Supply</td>
<td>IEC 439</td>
<td></td>
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<tr>
<td>Isolating Transformers</td>
<td>IEC 742</td>
<td></td>
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**Title** | **Document No.** | **Revision/Date**
--- | --- | ---
Electrical Plugs and Sockets | IEC 309 | 
Structural Use of Concrete | SANS 10100 | 
Code of Practice for Wiring of Premises | SANS 10142 | 
Basis of Structural Design (Loading Code) | SANS 10160 | 
Design of Foundations for Buildings | SANS 10161 | 
Structural Use of Steel | SANS 10162 | 
Wind Loading on Structures | SANS 10280 | 
Electricity Supply – quality of supply | NRS 048-2:2007 Issue 3 | 
Standard Specification for Roads & Bridge The Scope for State Road Authorities (COLTO) | Series 6000 | 
Continuous Mechanical handling equipment – Belt conveyors with carrying idlers | ISO 5048 | 
Mobile Equipment for continuous handling of bulk materials Part 1-Rules for design of steel structures | ISO 5049 | 

**Transnet Port Terminals Standard Specifications**

<table>
<thead>
<tr>
<th>Title</th>
<th>Document No.</th>
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<tr>
<td>General Electrical Equipment (HE/8/2/2)</td>
<td>EEAM-Q-012</td>
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<tr>
<td>Electrical Motors and Generators (HE8/2/3)</td>
<td>EEAM-Q-014</td>
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<tr>
<td>Air-conditioning Equipment (HE8/2/4)</td>
<td>HE8/2/4</td>
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<tr>
<td>MV Switchgear and Control Gear for Substations (HE8/2/5)</td>
<td>EEAM-Q-017</td>
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<tr>
<td>Lighting on Equipment (HE8/2/6)</td>
<td>EEAM-Q-018</td>
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<tr>
<td>Cable Reel Systems (HE8/2/7)</td>
<td>EEAM-Q-019</td>
</tr>
<tr>
<td>Testing and commissioning on Electrical Equipment (HE8/2/8)</td>
<td>EEAM-Q-020</td>
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<tr>
<td>Electronic Equipment (HE8/2/9)</td>
<td>EEAM-Q-021</td>
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<tr>
<td>Reconditioning of Electric Motors (HE8/2/10)</td>
<td>HE8/2/10</td>
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<tr>
<td>Medium Voltage Equipment for use on Port Equipment (HE8/2/11)</td>
<td>HE8/2/11</td>
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<tr>
<td>Specific Requirements for Electrical Equipment (HE8/2/12)</td>
<td>EEAM-Q-028E</td>
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<tr>
<td>Belt Conveyors and Associated Equipment (HE9/2/1)</td>
<td>EEAM-Q-001</td>
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<tr>
<td>Hydraulics (HE9/2/2)</td>
<td>EEAM-Q-002</td>
</tr>
<tr>
<td>Steel wire ropes (HE9/2/3)</td>
<td>EEAM-Q-003</td>
</tr>
<tr>
<td>Gearing, brakes, shafts, etc. (HE9/2/4)</td>
<td>EEAM-Q-004</td>
</tr>
<tr>
<td>Vacuum Gauges and Pressure Gauges (HE9/2/5)</td>
<td>HE9/2/5EEAM-Q-005</td>
</tr>
</tbody>
</table>
5. **List of Drawings**

5.1. **Drawings issued by the Employer**

Drawings of all work performed as detailed in 2.1 that are designed by the Employer will be provided to the Consultant to complete the defined scope. Current AS-Built drawings of port infrastructure are not available and the Consultant shall make provision to perform surveys if required in order to obtain critical information. The Employer will not be responsible to provide any As-Built drawings to the Consultant.
SECTION 2

6. Management and Start Up

6.1. Management meetings

Regular meetings of a general nature may be convened and chaired by the Employer’s agent as follows:

<table>
<thead>
<tr>
<th>Title and purpose</th>
<th>Approximate time &amp; interval</th>
<th>Location</th>
<th>Attendance by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk register, HAZOP, HAZCON and compensation events and early warnings</td>
<td>TBA</td>
<td>TGC offices, Richards Bay</td>
<td>Employer, Employer's Agent, Consultant (including discipline leads)</td>
</tr>
<tr>
<td>Overall contract progress and feedback</td>
<td>Bi-weekly Day and time TBA</td>
<td>TGC offices Richards Bay</td>
<td>Employer, Employer's Agent, Consultant (including discipline leads)</td>
</tr>
<tr>
<td>Stakeholder Engagement Meetings</td>
<td>TBA</td>
<td>Richards Bay</td>
<td>Appropriate key persons</td>
</tr>
<tr>
<td>Site Meetings</td>
<td>TBA</td>
<td>Port of Richards Bay</td>
<td>Appropriate key persons</td>
</tr>
<tr>
<td>Design Review Meetings</td>
<td>TBA</td>
<td>Port of Richards Bay</td>
<td>Appropriate key persons</td>
</tr>
<tr>
<td>Engineering Integration Meetings</td>
<td>TBA</td>
<td>Port of Richards Bay</td>
<td>Employer, Employer's Agent, Consultant (including discipline leads)</td>
</tr>
</tbody>
</table>

Meetings of a specialist nature may be convened as specified elsewhere in this Scope Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the Scope. Records of these meetings are to be submitted to the Employer’s agent by the person convening the meeting within five days of the meeting.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the Conditions of Contract to carry out such actions or instructions.

6.2. Documentation Control
6.2.1. In undertaking the ‘The Scope’ all documentation and data prepared and submitted by the Consultant/Supplier shall conform and adhere to the requirements of ‘Consultant Documentation Submittal Requirements’ Standard (DOC-STD-0001) included in Annexure 01.

Note:
A ‘Starter Kit’ containing the Employer’s standard NEC project document templates, together with the standard Project drawing templates, shall only be issued upon Contract Award in electronic ‘native’ format under cover of the Project Transmittal Note.

6.2.2. The Consultant prepares and regularly updates the Consultant Document Register (CDR) in accordance with the electronic template number DOC-FAT-0001 provided in Starter Kit. The CDR lists all the documentation that the Consultant is to submit in accordance with the Contract, using documentation numbers provided by the Employer. As and when required by the Employer the Consultant submits a ‘Native’ and PDF version of each update of the CDR.

6.2.3. Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the Consultant for corrective action and re-submission.

6.2.4. Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the out-dated information.

6.2.5. All drawings supplied by the Consultant shall comply with the Programme CAD Standards, i.e. ENG-STD-0001.

6.2.6. It is the responsibility of all Project Participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and The Scope.

6.2.7. The Consultant is to ensure that the latest versions of the required application software and a suitable ‘IT’ Infrastructure are in place to support the electronic transmission of documentation.

6.2.8. Electronic files submitted to the Project shall be clear of known viruses and extraneous “macros”. The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.

6.2.9. Electronic files that are delivered as attachments to e-mail messages shall not exceed 5MB total file size due to limitations in the Employer’s electronic mail system. Electronic files that exceed this limit must be submitted to the Employer on a CD or DVD delivered under cover of a transmittal. The use of any web-based large file transfer system is not acceptable.

6.2.10. All documentation and data created for the Project shall be numbered and named according to the Programme Codification Procedure. Such numbering is only available from the Project’s Document Control Group.

6.2.11. The Consultant shall, prior to acceptance of a Purchase Order/Contract, determine that they have the ability to satisfy the requirements for documentation and data as specified within the
6.2.12. The Consultant shall be responsible for the supply of all Sub-Consultants, etc. documentation and data related to their package of work, and shall ensure that these Sub-Consultants have the capability to supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards prior to awarding sub-orders.

6.2.13. The required format of documentation and data shall as a minimum be as follows:-
   Hard Copy (full size) and native files

6.2.14. The Consultant shall apply “wet signatures” to the original Documentation before scanning the signed original and prior to formal submission to the Employer.

6.2.15. Final issues of all documentation shall be supplied to the Project in “wet signature” format along with the associated corresponding electronic ‘native files’ and PDF renditions.

6.2.16. The Consultant shall ensure adequate resources are available to manage and execute the Document Control function in accordance with the requirements of the Project.

6.3. **Correspondence and Communication**

All correspondence from the Consultant is signed by the Consultant’s authorized representative and addressed to the Employer. All correspondence from the Employer is signed by the Employer’s authorized representative and addressed to the Consultant.
6.3.1. Transnet Group Capital Addresses

6.3.1.1 The formal e-mail address for the Contract will be:
TCPDocControlRCB@transnet.net

All posted-, couriered-, hand delivered- or faxed communication must also be e-mailed in a .pdf format

6.3.1.2 The formal Postal address will be:
P.O. Box 425
RICHARDS BAY
3900
SOUTH AFRICA

6.3.1.3 The formal Street address will be:
Transnet Group Capital
1st floor, Lakeview Terrace, 7 Trinidad Parking
Penny Lane
Arboretum
Richards Bay
3900

6.3.2. References

6.3.2.1 All communication from Doc Control will have a formal reference.
The following typical communication with reference numbers (example) could be expected:
Minutes of meetings - 4227625-102-MM-0001.
Early Warning - 4227625-102-EW-0001.
Employer's agent's Instruction - 4227625-102-PMI-0001.
Drawing - as per the drawings list.
Transmittals - 4227625-102-TR-0001.
Payment Certification - 4227625-102-PC-0001.

E-mails containing the above documents will also have a unique reference number – 4227625-102-EM-0001.

6.3.2.2 Communication from the Consultant will have the following prefix for any reference:
4227625/102 followed by Consultant's reference.
6.3.3. Transmittals
All Early Warnings, Employer’s agent’s Instructions, Compensation Events and drawings will be accompanied by a transmittal. The date of signing of a transmittal form as received will be the start date of any period of reply according to clause 13.3 of the NEC3.

A communication (by mail, post or hand) is effective once a transmittal has been signed. Signed transmittals can be faxed, posted, hand delivered or scanned and mailed.

6.4. Safety risk management
6.4.1. The Consultant complies with the following SMP:
HAS-STD-0002 provided in Annexure 3
6.4.2. The Consultant ensures that its Sub Consultants comply with the requirements of the SMP.
6.4.3. The Consultant completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of the Employer.

6.5. Environmental constraints and management
6.5.1. The Consultant complies with the SES: TCP-ENV-STD-002 Rev 02
The Consultant performs the Scope and all activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered and sets environmental objectives and targets, which the Consultant observes and complies.

The Consultant shall ensure that his management and staff, as well as all suppliers and visitors to Site have attended the Employer’s Induction Programme prior to commencing any work on Site. If new personnel commence work on the Site during construction, the Consultant shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

6.6. Quality assurance requirements
6.6.1. The Consultant shall comply with QAL-STD-0001 (Rev 0) General Quality Requirements for Suppliers and Contractors.
6.6.2. The Consultant shall have, maintain and demonstrate its use to the Employer the documented Quality Management System to be used in the performance of the Scope. The Consultant’s Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the Employer).
6.6.3. The Consultant submits his Quality Management System documents to the Employer as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
6.6.4. The Consultant develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

6.6.5. The Employer indicates those documents required to be submitted for either information, review or acceptance and the Consultant indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the Employer responding to documents submitted by the Consultant for review or acceptance within the period for reply prior to such documents being used by the Consultant.

6.6.6. The Quality Plan means the Consultant’s statement, which outlines strategy, methodology, resources allocation, QA and QC co-ordination activities to ensure that the Scope meet the standards stated in the ‘The Scope’ Information.

6.6.7. The Quality Policy means the Consultant’s senior management's expression of its intentions, direction, and aims regarding quality of its services and processes.

6.6.8. The Index of Procedures means a schedule of the Consultant’s documented procedures that are expected to be utilised as part of the QA and QC for this Project.

6.7. Programming constraints

6.7.1. The Consultant presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy format printed in full colour in A3 size and in soft copy ‘Native’ format with activity layout files. Note that PDF soft copy versions are not acceptable. Within seven days of award of contract, the Consultant submits his Level 4 programme to the Employer for acceptance.

6.7.2. The Consultant uses Primavera version 6 or higher for his programme submissions.

6.7.3. The Consultant shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

6.7.4. The Consultant’s programme shows duration of operations in working days. A normal working week comprises five working days, each of eight working hours.

6.7.5. The Consultant’s programme shows the following levels:

- Level 1 Master Schedule – defines the major operations and interfaces between research, information gathering, options development, engineering design, modelling, option costing, report writing and Completion.
- Level 2 Project Schedule – summary schedules ‘rolled up’ from Level 3 Project Schedule described below
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The Employer notifies any subsequent layouts and corresponding filters on revised programmes
• Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the Consultant relating to all operations identified on the programme representing the daily activities by each discipline

6.7.6. The Consultant shows on each revised programme he submits to the Employer a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the Consultant.

6.7.7. The Consultant's weekly programme narrative report includes:
• Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
• 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
• Manpower Histogram – reflecting actual, forecasted and planned activities
• S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

6.8. Insurance provided by the Employer
Insurance provided by the Employer is contained in the Contract Data – Part 1.

6.9. Contract change management
No additional requirements apply to PSC Clause 60 series.

7. Records of Defined Cost, Payments & Assessments of Compensation Events Kept by Consultant
The Consultant keeps the following records available for the Employer’s agent to inspect:
• Records of design employees location of work (if appropriate);
• Records of Equipment used and people employed outside the Working Areas (if applicable); and
• Records of accommodation and travel for people working away from their normal work location

8. Procurement

8.1. Code of Conduct
Transnet 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 Procedures Manual (PPM);
• 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 (B-BBEE); and
• The Anti-Corruption Act.

This code of conduct has been included in this contract to formally apprise Transnet Suppliers of Transnet’s expectations regarding behaviour and conduct of it’s 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 will not participate in corrupt practices and therefore 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, 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 decision stakeholders 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 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.
   • Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting)

3. Transnet’s relationship with suppliers requires us to clearly define requirements, 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, B-BBEE 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 straightforward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest
1. 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.
   - Doing business with family members
   - Having a financial interest in another company in our industry

8.2. The Consultant’s Invoices
8.2.1. When the Employer’s agent certifies payment (see PSC Clause 51.1) following an assessment date, the Consultant complies with the Employer’s procedure for invoice submission.
8.2.2. The invoice must correspond to the Employer’s assessment of the amount due to the Consultant as stated in the payment certificate
8.2.3. The invoice states the following:
   Invoice addressed to Transnet SOC Ltd;
   Transnet SOC Limited’s VAT No: 4720103177;
   Invoice number;
   The Consultant’s VAT Number; and
   The Contract number 4227625.
   The invoice contains the supporting detail.
8.2.4. The invoice is presented either by post or by hand delivery.
8.2.5. Invoices submitted by post are addressed to:

Transnet Group Capital
P O Box 425
Richards Bay
3900
For the attention of Employer’s agent, Transnet Capital Projects
8.2.6. Invoices submitted by hand are presented to:
1st floor, Lakeview Terrace, 7 Trinidad Parking
Penny Lane
Arboretum
Richards Bay
3900
For the attention of Employer's agent, Transnet Capital Projects

8.2.7. The invoice is presented as an original.

8.3. Sub-consulting

8.3.1. Preferred sub Consultants

There are no preferred sub-Consultants

8.3.2. Subcontract documentation, and assessment of subcontract tenders

The use of sub-Consultants contract from the NEC suite of contracts is compulsory.
It is not necessary for sub-contracts to be awarded on the basis of competitive tendering.
The Consultant submits the proposed conditions of contract for each subcontract to the Employer for acceptance.

8.3.3. Appointment of Sub-Consultants

The Consultant submits the names of each proposed sub-contractor to the Employer for acceptance in accordance with PSC clause 24.2. The Consultant shall not deviate from an approved sub-contractors list without prior approval of the Employer.
The Consultant shall not appoint or bring sub-contractors onto Site without the prior approval of the Employer, and all Sub-contractors will be required to conform to the requirements as set out herein as if they were employees of the Consultant.

8.3.4. Main Option for sub consultant

The Consultant requires a Sub consultant, where an NEC contract is used, to state the same main option as this contract between the Consultant and the Employer for all elements of the Scope.

8.3.5. Limitations on sub consulting

A Consultant is not allowed to sub-consultant more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE statue level, unless the intended sub-Consultant is on EME that has capability to execute the sub-consultant.
9. Annexures

9.1. Annexures are all included in the CD provided.

9.2. All annexures as listed shall be deemed to be part of the Scope.
**Project Lifecycle Guidelines**

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