Transnet Group Capital specialist unit of

Transnet SOC Ltd
Registration Number 1990/000900/30

Enquiry for the Supply and Delivery of Pulleys for the New C01 Conveyor in the Port of Richards Bay

Enquiry Number: 4226751-M004a
Issue Date: 11 September 2018
Compulsory Briefing Session: 02 October 2018
Closing Date: 09 October 2018
Closing Time: 12h00
Bid Validity Period: 12 Weeks from Closing Date
Contents

Number    Heading

The Tender

Part T1: Tendering Procedures
T1.1    Tender Notice and Invitation to Tender
T1.2    Tender Data

Part T2: Returnable Documents
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T2.2    Returnable Schedules

The Contract

Part C1: Agreements and Contract Data
C1.1    Form of Offer and Acceptance
C1.2    Contract Data (Parts 1 & 2)

Part C2: Pricing Data
C2.1    Pricing Instructions
C2.2    Pricing Schedule

Part C3: Scope of Supply
C3    Goods Information

CD:    Specifications and Drawings
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>The Supply and Delivery of Pulleys for the New C01 Conveyor in the Port of Richards Bay</th>
</tr>
</thead>
<tbody>
<tr>
<td>TENDER FEE AND BANKING DETAILS</td>
<td><strong>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</strong> 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 may be collected during work hours. Payment is to be made as follows:</td>
</tr>
<tr>
<td>Bank:</td>
<td>Standard Bank</td>
</tr>
<tr>
<td>Account Number:</td>
<td>00 126 5741</td>
</tr>
<tr>
<td>Branch:</td>
<td>Carlton Centre</td>
</tr>
<tr>
<td>Branch code:</td>
<td>0023055</td>
</tr>
<tr>
<td>Account Name:</td>
<td>Transnet Group Capital</td>
</tr>
<tr>
<td>Reference:</td>
<td>4226751.M004a</td>
</tr>
</tbody>
</table>
| 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, 1st floor, Lakeview Terrace, 7 Trinidad Parking, Richards Bay, 3900 |
| Contact Person: | Siqiniseko Mavundla. |
| Email address: | Siqiniseko.mavundla@transnet.net |
| ISSUE DATE AND COLLECTION DATE DEADLINE | Between 09:00 and 15:00 from 11 September 2018 until 02 October 2018. 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. |
A Compulsory Tender Clarification Meeting will be conducted at Transnet Group Capital Office, 1st Floor, Lakeview Terrace (Absa Building), 7 Trinidad Parking, Richards Bay on 02 October 2018, at 10:00am [10 O’clock] for a period of ± 2 (two) 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.

Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereon 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.

CD containing Drawings and Annexures will be handed out at the clarification meeting.

**12:00pm on 09 October 2018**

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.

**12 weeks from the Tender Closing Date.**

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.

2. **TENDER SUBMISSION**

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

The Secretariat, Transnet Group Capital Acquisition Council

RFP No.: 4226751.M004a

Description: The Supply and Delivery of Pulleys for the New C01 Conveyor in the Port of Richards Bay

Closing date and time: Tuesday, 09 October 2018 at 12:00

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 at the address of the regional tender box location at 1st Floor Lakeview Terrace, 7 Trinidad Parking, Richards Bay, 3900 and must be addressed as follows:

The Secretariat
Transnet Group Capital Local Acquisition Council
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:

The Secretariat
Transnet Group Capital Local Acquisition Council
1st Floor Lakeview Terrace, 7 Trinidad Parking
Richards Bay
3900
South Africa

4.3 If tender offers are not delivered as stipulated herein, such tenders will not be considered.
4.4 No email or faxed tenders will be considered, unless otherwise stated herein.
4.5 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.
4.6 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.

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)

SEND TO: Transnet Group Capital
Attention: Siqiniseko Mavundla
Email: Siqiniseko.mavundla@transnet.net

Project No.: 4226751
Tender No.: 4226751.M004a
Closing Date 09 October 2018, 12:00pm

For: The Supply and Delivery of Pulleys for the New C01 Conveyor 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 Purchaser is Transnet SOC Ltd (Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the Purchaser 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 Pricing Schedule</td>
</tr>
<tr>
<td></td>
<td><strong>Part C3: Scope of work</strong></td>
</tr>
<tr>
<td></td>
<td>C3.1 Goods Information</td>
</tr>
<tr>
<td>F.1.4</td>
<td>The Purchaser’s agent is: Procurement Officer</td>
</tr>
<tr>
<td></td>
<td>Name: Sinqiniseko Mavundla</td>
</tr>
</tbody>
</table>
Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

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

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

2. **Stage Two – Functionality:**

   Only those tenderers who obtain the minimum qualifying for 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 for score for functionality is 60 points.

F.2.7 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 Purchase’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 Purchaser’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

<table>
<thead>
<tr>
<th>Location of tender box</th>
<th>Reception 1st Floor Lakeview Terrace, 7 Trinidad Parking, Richards Bay, (Transnet Group Capital)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical address:</td>
<td>1st Floor Lakeview Terrace, 7 Trinidad Parking Richards Bay 3900 South Africa</td>
</tr>
<tr>
<td>Identification details:</td>
<td>The tender documents must be submitted labelled with:</td>
</tr>
<tr>
<td></td>
<td>• Name of Tenderer: (insert company name)</td>
</tr>
</tbody>
</table>
The measurements of the "tender slot" are 400mm wide by 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. **NO LATE TENDERS WILL BE ACCEPTED**

**F.2.15**
The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

**F.2.16**
The tender offer validity period is **12 weeks** after the closing date.

**F.2.18**
Provide, on request by the Purchaser, 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 Purchaser 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 Purchaser's request, the Purchaser may regard the tender offer as non-responsive.

**F.2.23**
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 require Tenderers to provide Transnet with a TCS PIN to verify Tenderers compliance status**;
2. A valid certified SANAS accredited BBBEE verification certificate or sworn affidavit, and
3. Certified Letter of Good Standing with the Workmen's compensation fund

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

**F.3.4**
The time and location for opening of the offers are:
Time and Date: **12:00pm, Tuesday, 09 October 2018**
Location: Transnet Group Capital, 1st Floor Lakeview Terrace, 7 Trinidad Parking, Richards Bay, 3900.

**F.3.11.1**
The minimum number of evaluation points for functionality is: **60**

**F.3.11.3**
The procedure for the evaluation of responsive tenders is Method 2 (Functionality, 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>Pre-qualifying Criteria</th>
<th>Sub-criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
</table>
| **T2.2-20 Quality Management** | Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Goods Information and should include but not be limited to:  
  - **Project Quality Plan (PQP)** for the contract which satisfies the technical and quality requirements of the Supplier’s scope of supply, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Goods Information.  
  - **Quality Control Plan (QCP)** Specific to the **goods** (Manufacture of Pulleys including axles for the travelling carriage). QCP shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witnessing and hold points.  
  - **Quality Policy** based on International Organisation for Standardisation (ISO 9001:2008) that displays the five key policy requirements. | 15 |
| **T2.2-25 Previous Experience** | Tenderers are required to demonstrate their experience in the delivery of similar **goods**, and to this end shall supply a sufficiently detailed reference list with contact details of previous and existing customers and also indicate their previous experience of their design and supply. Amongst others, the tenderer needs to provide information related to the following:  
  - The tenderer’s primary business  
  - The tenderer’s experience in production of conveyor belt pulleys.  
  - The average number of pulleys manufactured per year over the last three years.  
  - Pulleys production as a percentage of total production. | 70 |

**Total Pre-Qualifying Points**  
100

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

- T2.2-2 Evaluation Schedule: Quality Management
- T2.2-3 Evaluation Schedule: Previous Experience
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, unless scored collectively. (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 \( W_f \) is:

80 where the financial value of one or more responsive tenders received have a value less than R 50 million, inclusive of all applicable taxes.

Up to 100 minus \( W_f \) 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 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 Purchaser 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 Purchaser 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 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 Purchaser is 1 (one).
T2.1 List of Returnable Documents

2.1. These schedules are required for pre-qualification and eligibility purposes:

T2.2-01  **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

2.2. Stage Two: these schedules will be utilised for evaluation purposes:

T2.2-02  **Evaluation Schedule**: Quality Management
T2.2-03  **Evaluation Schedule**: Previous experience

2.3. Returnable Schedules:

2.3.1. Compliance:

T2.2-04  Insurance provided by the *Supplier*
T2.2-05  Authority to submit tender
T2.2-06  Compulsory Enterprise Questionnaire
T2.2-07  Service Provider Integrity Pact
T2.2-08  Tender Declaration Form
T2.2-09  RFP – Breach of Law
T2.2-10  Record of addenda to tender documents
T2.2-11  B-BBEE Preference Points Claim Form
T2.2-12  Certificate of Acquaintance with Tender Document

2.3.2. General:

T2.2-13  Risk Elements
T2.2-14  Schedule of Subcontractors
T2.2-15  Transnet Vendor Registration Form

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

2.5. C1.2 Contract Data

2.6. C2.1 Pricing Instructions

2.7. C2.2 Pricing 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>Transnet Group Capital Offices, 1st Floor Lakeview Terrace, 7 Trinidad Parking, Richards Bay, 3900</th>
</tr>
</thead>
<tbody>
<tr>
<td>On (date)</td>
<td>02 October 2018</td>
</tr>
<tr>
<td>Starting time:</td>
<td>10H00</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>
<th></th>
</tr>
</thead>
</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 Purchaser.

Date: 02 October 2018
T2.2-02: Evaluation Schedule – Quality Management

Reference Standard – Annexure 8 – QAL-STD-001 General Quality Requirements for Suppliers and Contractors.

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the Goods Information and should include but not be limited to:

- **Project Quality Plan (PQP)** for the contract which satisfies the technical and quality requirements of the Supplier's scope of supply, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Goods Information.

- **Quality Control Plan (QCP)** Specific to the *goods* (Manufacture of Pulleys including axles for the travelling carriage). QCP shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witnessing and hold points.

- **Quality Policy** based on International Organisation for Standardisation (ISO 9001:2008) that displays the five key policy requirements. These requirements include:
  1. Is appropriate to the purpose of the organisation,
  2. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
  3. Provides a framework for establishing and reviewing quality objectives,
  4. Is communicated and understood within the organisation, and
  5. Is reviewed for continuing suitability.

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Attached submissions to this schedule:

- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
The scoring of the Quality Management will be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Project Quality Plan (15)</th>
<th>Quality Control Plan (12)</th>
<th>Quality Policy (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No Response</strong></td>
<td>The tenderer has submitted no information.</td>
<td>Information supplied is totally insignificant/ inadequate to satisfy the technical and</td>
<td>1 of the 5 key policy requirements is recognised and meet the Purchaser’s</td>
</tr>
<tr>
<td>(score 0)</td>
<td></td>
<td>quality requirements of the Supplier’s scope of supply. Very poor/ Inadequate submission</td>
<td>requirements.</td>
</tr>
<tr>
<td><strong>Not Acceptable</strong></td>
<td>Information supplied is totally insignificant/ inadequate to satisfy the technical and</td>
<td>of procedures, reviews, audits, controls and records used to control and verify</td>
<td></td>
</tr>
<tr>
<td>(score 20)</td>
<td>quality requirements of the Supplier’s scope of supply. Very poor/ Inadequate submission</td>
<td>compliance with the specified Contractual requirements were submitted.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Information supplied is totally insignificant/ inadequate to satisfy the technical and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>quality requirements of the Supplier’s scope of supply. Very poor/ Inadequate information</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>in the QCP’s identifying all inspection, test and verification requirements to meet</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contractual obligations, specifications, drawings and related details including</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>destructive and non-destructive testing, witness and hold points.</td>
<td></td>
</tr>
<tr>
<td><strong>Poor</strong></td>
<td>Poor response/answer/solution lacks convincing evidence, to satisfy the technical and</td>
<td>Poor response/answer/solution lacks convincing evidence, to satisfy the technical and</td>
<td>2 of the 5 key policy requirements are recognised and meet the Purchaser’s</td>
</tr>
<tr>
<td>(score 40)</td>
<td>quality requirements of the Supplier’s scope of supply. Poor submission of procedures,</td>
<td>quality requirements of the Supplier’s scope of supply. Poor information in the QCP’s</td>
<td>requirements.</td>
</tr>
<tr>
<td></td>
<td>reviews, audits, controls and records used to control and verify compliance with the</td>
<td>identifying all inspection, test and verification requirements to meet Contractual</td>
<td></td>
</tr>
<tr>
<td></td>
<td>specified Contractual requirements were submitted.</td>
<td>obligations, specifications, drawings and related details including destructive and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>non-destructive testing, witness and hold points.</td>
<td></td>
</tr>
<tr>
<td><strong>Satisfactory</strong></td>
<td>Satisfactory response/answer/solution to the particular aspect of the requirement.</td>
<td>Satisfactory response/answer/solution to the particular aspect of the requirement.</td>
<td>3 of the 5 key policy requirements are recognised and meet the Purchaser’s</td>
</tr>
<tr>
<td>(score 60)</td>
<td>Satisfactory submission of procedures, reviews, audits, controls and records used to</td>
<td>Satisfactory information in the QCP’s identifying all inspection, test and verification</td>
<td>requirements.</td>
</tr>
<tr>
<td></td>
<td>control and verify compliance with the specified Contractual requirements were submitted.</td>
<td>requirements to meet Contractual obligations, specifications, drawings and related</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>details including destructive and non-destructive testing, witness and hold points.</td>
<td></td>
</tr>
<tr>
<td>Good (score 80)</td>
<td>Good response/answer/solution demonstrates real understanding and evidence of ability to meet stated Purchaser’s requirements. Good submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.</td>
<td>Good response/answer/solution demonstrate real understanding and evidence of ability to meet stated Purchaser’s requirements. Good information in the QCP’s identifying all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.</td>
<td>4 of the 5 key policy requirements are recognised and meet the Purchaser’s requirements.</td>
</tr>
<tr>
<td>-----------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Very Good (score 100)</td>
<td>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Purchaser’s requirements. Very good submission of procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements were submitted.</td>
<td>Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Purchaser’s requirements. Very good information in the QCP’s identifying all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points</td>
<td>5 of the 5 key policy requirements are recognised and meet the Purchaser’s requirements.</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

Date

Name

Position

Tenderer
T2.2-03: Evaluation Schedule: Previous Experience

Note to tenderers:
Tenderers are required to demonstrate their experience in the delivery of similar goods, and to this end shall supply a sufficiently detailed reference list with contact details of previous and existing customers and also indicate their previous experience of their design and supply capability. Amongst others, the tenderer needs to provide information related to the following:

- The tenderer’s primary business is to manufacture conveyor belt pulleys.
- The tenderer’s experience in production of conveyor belt pulleys.
- The average number of pulleys manufactured per year over the last three years.
- Pulley production as a percentage of total production

Index of documentation attached to this schedule:

The table below will be used as guidelines for scoring/evaluating the previous experience submitted by the Tenderer:

<table>
<thead>
<tr>
<th>Score 0</th>
<th>Failed to provide information or inadequate information provided to determine a score.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 20</td>
<td>Not acceptable - response/answer/solution contains no convincing evidence. Tenderer has 0-2 years’ experience in production of conveyor belt pulleys and has &lt;10 numbers of pulleys manufactured per year over the last three years or &lt;30% pulley production as a percentage of total production. 1 reference with contact details, project value, date and no. of pulleys has been provided.</td>
</tr>
<tr>
<td>Score 40</td>
<td>Poor - response/answer/solution lacks convincing evidence, medium risk that stated Employer’s requirements will not be met. Tenderer has 2-4 years’ experience in production of conveyor belt pulleys and has between 10-20 inclusive numbers of pulleys manufactured per year over the last three years or</td>
</tr>
<tr>
<td>Score 60</td>
<td>Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated Employer's requirements will be met. Tenderer has 4-7 years' experience in production of conveyor belt pulleys and has between 20-40 inclusive numbers of pulleys manufactured per year over the last three years or 50%-70% pulley production as a percentage of total production. 5 - 7 references with contact details, project value, date and no. of pulleys has been provided.</td>
</tr>
<tr>
<td>---------------------------------</td>
<td></td>
</tr>
<tr>
<td>Score 80</td>
<td>Good response/answer/solution demonstrate real understanding and evidence of ability to meet stated Employer’s requirements. Tenderer has 7-10 years’ experience in production of conveyor belt pulleys and has between 40-60 inclusive numbers of pulleys manufactured per year over the last three years or 70%-80% pulley production as a percentage of total production. 8 - 10 references with contact details, project value, date and no. of pulleys has been provided.</td>
</tr>
<tr>
<td>Score 100</td>
<td>Very Good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer’s requirements. Tenderer has &gt;10 years’ experience in production of conveyor belt pulleys and has &gt;60 numbers of pulleys manufactured per year over the last three years or &gt;80% pulley production as a percentage of total production. 10 or more references with contact details, project value, date and no. of pulleys has been provided.</td>
</tr>
</tbody>
</table>
T2.2-04: Insurance provided by the Supplier

Clause 84.1 in NEC3 Supply Contract (December 2009)(amended April 2013) requires that the Supplier provides the insurance stated in the insurance table except any insurance which the Purchaser is to provide as stated in the Contract Data.

Please provide the following details for insurance which the Supplier 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 84.2 of the SC)</th>
<th>Name of Insurance Company</th>
<th>Cover</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of or damage to the goods, plant and materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for loss of or damage to property (except the goods, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) caused by activity in connection with this contract</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to employees of the Supplier 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
T2.2-05: 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>
<td></td>
</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>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</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>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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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
T2.2-06: 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>
<td></td>
</tr>
<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>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</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>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<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


T2.2-07 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFX Declaration Form that that 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 Supplier (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 influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
   a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
   b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and tendering process treat all Tenderers / Service Providers 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 R 1 000 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;

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 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.

Signed

Date

Name

Position

Enterprise name
T2.2-08: TENDER DECLARATION FORM

NAME OF COMPANY: ________________________________

We ________________________________ do hereby certify that:

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

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

________________________________________________________________________

Indicate nature of relationship with Transnet:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude the 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 an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.

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

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

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

- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.
T2.2-09: 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
T2.2-10: Record of Addenda to Tender Documents

We confirm that the following communications received from the Purchaser before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>9</td>
<td></td>
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<tr>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed

Date

Tenderer
T2.2-11: B-BBEE PREFERENCE POINTS CLAIM FORM  (SBD 6.1)

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


1. GENERAL CONDITIONS
1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of less than R50 000 000 (all applicable taxes included)
1.2 The value of this bid is estimated to be less than R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.
1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMESs and QSES with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS
(a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
(b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
(c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
(d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
(e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) "CIPC" means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

(g) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(h) "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(i) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

(j) "EME" means an Exempted Micro Enterprise as defined by Codes of Good Practice of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(l) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(m) "non-firm prices" means all prices other than "firm" prices;

(n) "person" includes a juristic person;

(o) "QSE" means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(p) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(q) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(r) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(s) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(t) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score.
3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

\[
P_s \quad = \quad \text{Points scored for comparative price of bid under consideration}
\]

\[
P_t \quad = \quad \text{Comparative price of bid under consideration}
\]

\[
P_{\text{min}} \quad = \quad \text{Comparative price of lowest acceptable bid}
\]

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
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<td>2</td>
<td>18</td>
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<td>4</td>
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<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI’s website at www.dti.gov.za/economic_empowerment/bbe_codes.jsp.

5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity’s Level of Black ownership.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder’s responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

| YES | NO |

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted..............................%

ii) The name of the sub-contractor..............................................................

iii) The B-BBEE status level of the sub-contractor...........................................

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

| YES | NO |

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.................................................................

9.2 VAT registration number:.................................................................

9.3 Company registration number:............................................................

9.4 TYPE OF COMPANY/ FIRM

[ ] Partnership/Joint Venture / Consortium

[ ] One person business/sole proprietor
9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-Bbee status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1. ........................................

2. ........................................

SIGNATURE(S) OF BIDDERS(S)

DATE: ........................................

ADDRESS: ........................................
T2.2-12: 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
T2.2-13: 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 Supplier’s risk are deemed to be included in the tenderer’s offered total of the Prices.

Signed

Date

Name

Position

Tenderer
**T2.2-14: Schedule of Proposed Subcontractors**

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

Tenderer to note that any deviations from this list of proposed sub-contractors will be subject to acceptance by the Supply Manager in terms of the Conditions of Contract.

Provide information of the Sub-contractors below:

<table>
<thead>
<tr>
<th>Name of proposed Subcontractor</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 sub-contracted amount in terms of the tendered total of the prices</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>5.</td>
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<tr>
<td>6.</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed

Date

Tenderer

---

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Page 1 of 1

T2.2-14: Schedule of Proposed Subcontractors

Part T2: Returnable Schedules
T2.2-15 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-BBEE 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 communiqué 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.csdd.gov.za](https://secure.csdd.gov.za) before applying to Transnet.

CSD Number (MAAA xxxxxxx):

### Company Trading Name

### Company Registered Name

### Company Registration No Or ID No If a Sole Proprietor

### Company Income Tax Number

<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>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>
<td></td>
</tr>
<tr>
<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>
<td></td>
</tr>
</tbody>
</table>

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

If YES state the previous details below:

### Trading Name

### Registered Name

### Company Registration No Or ID No If a Sole Proprietor

### 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.

### Company Banking Details

<table>
<thead>
<tr>
<th>Bank Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Universal Branch Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Bank Account Number</th>
</tr>
</thead>
</table>

### Company Physical Address

<table>
<thead>
<tr>
<th>Code</th>
</tr>
</thead>
</table>

### Company Postal Address

<table>
<thead>
<tr>
<th>Code</th>
</tr>
</thead>
</table>

### Company Telephone number

### Company Fax Number

### Company E-Mail Address

### Company Website Address

### Company Contact Person Name

### Designation

### Telephone
**Is your company a Labour Broker?**
Yes | No
---|---

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

**How many personnel does the business employ?**
Full Time | Part Time
---|---

**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.

<table>
<thead>
<tr>
<th>Most recent Financial Year's Annual Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;R10 Million</td>
</tr>
<tr>
<td>&gt;R10 Million</td>
</tr>
<tr>
<td>&lt;R50 Million</td>
</tr>
<tr>
<td>&gt;R50 Million</td>
</tr>
</tbody>
</table>

**Does your company have a valid B-BBEE certificate?**
Yes | No
---|---

**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>
</tr>
</thead>
<tbody>
<tr>
<td>% White Ownership</td>
<td>% Indian Ownership</td>
<td>% Coloured Ownership</td>
<td></td>
</tr>
</tbody>
</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

**EMPOWERING SUPPLIER**

Yes | No
---|---

**FIRST TIME SUPPLIER**

Yes | No
---|---

**SUPPLIER DEVELOPMENT PLAN**

Yes | No
---|---

**DEVELOPMENT PLAN DOCUMENT**

- *If Yes- Attach supporting documents

**ENTERPRISE DEVELOPMENT BENEFICIARY**

Yes | No
---|---

**SUPPLIER DEVELOPMENT BENEFICIARY**

Yes | No
---|---

**GRADUATION FROM ED TO SD BENEFICIARY**

Yes | No
---|---

**ENTERPRISE DEVELOPMENT RECIPIENT**

Yes | No
---|---

**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**

**Designation**

**Signature**

**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
APPENDIX C

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

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;
TRANSNET GROUP CAPITAL  
TENDER NUMBER: 4226751_M004a  
DESCRIPTION OF SUPPLY: THE SUPPLY AND DELIVERY OF PULEYS FOR THE NEW C01 CONVEYOR IN THE PORT OF RICHARDS BAY

- 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</td>
<td>Level Two (125% B-BBEE procurement recognition)</td>
</tr>
<tr>
<td>owned</td>
<td></td>
</tr>
<tr>
<td>Less than 51% black</td>
<td>Level Four (100% B-BBEE procurement recognition)</td>
</tr>
<tr>
<td>owned</td>
<td></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 ..........................................................
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>
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<td>Enterprise Physical Address:</td>
<td></td>
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<tr>
<td>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</td>
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</tr>
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</tr>
<tr>
<td>Definition of “Black People”</td>
<td>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</td>
</tr>
</tbody>
</table>

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 130 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 or 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 or the below table the B-BBEE Level Contributor, by ticking the applicable box.

| 100% Black Owned | Level One (135% B-BBEE procurement recognition level) |
| At least 51% Black Owned | Level Two (125% B-BBEE procurement recognition level) |

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
C1.1 Form of Offer & Acceptance

Offer

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of the Supply and Delivery of Pulleys for the New C01 Conveyor 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 Supplier 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.

<table>
<thead>
<tr>
<th>The offered total of the Prices exclusive of VAT is</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the Prices inclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>(in words)</td>
<td></td>
</tr>
</tbody>
</table>

This Offer may be accepted by the Purchaser 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 Supplier in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date
Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer’s Offer. In consideration thereof, the Purchaser shall pay the Supplier 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 Purchaser 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: Goods Information including Supply Requirements

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 Purchaser 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 Purchaser’s Supply Manager (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

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

Signature(s)

Name(s)

Capacity

for the Purchaser

Transnet SOC LTD
1st floor, Lakeview Terrace, 7 Trinidad Parking
Richards Bay
3900

Name & signature of witness

Date
Schedule of Deviations to be completed by the Purchaser prior to contract award

Note:
1. 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 Purchaser 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>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
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<td>5</td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser 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 Purchaser 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
Name & signature of witness
Date

For the Purchaser

Transnet SOC LTD
1st floor, Lakeview Terrace, 7 Trinidad Parking
Richards Bay
3900

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PAGE 3
### C1.2 SC Contract Data

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

<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 conditions of contract are the core clauses and the clauses for Options</td>
<td>X2 Changes in the law &lt;br&gt; X7: Delay damages &lt;br&gt; Z: Additional conditions of contract &lt;br&gt; Z1 Obligations in respect of Joint Venture Agreements &lt;br&gt; Z2 Additional obligations in respect of Termination &lt;br&gt; Z3 Right Reserved by the Purchaser to Conduct Vetting through SSA &lt;br&gt; Z4 Additional Clause Relating to Collusion in the Construction Industry &lt;br&gt; Z5 Protection of Personal Information Act</td>
</tr>
</tbody>
</table>

of the NEC3 Supply Contract (December 2009 and amended April 2013)¹

<table>
<thead>
<tr>
<th>10.1</th>
<th>The Purchaser is (name):</th>
<th>Transnet SOC Ltd (Reg no. 1990/000900/30)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>Carlton Centre, 150 Commissioner Street, Johannesburg, 2001</td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td>011 308-4700</td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td>011 308-1382</td>
</tr>
<tr>
<td></td>
<td>Having elected its Contractual Address for the purposes of this contract as:</td>
<td>1st floor, Lakeview Terrace, 7 Trinidad Parking Richards Bay, 3900</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10.1</th>
<th>The Supply Manager is (name):</th>
<th>Rendani Netshiozwi-neluvhalani</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>1st floor, Lakeview Terrace, 7 Trinidad Parking Richards Bay 3900</td>
</tr>
<tr>
<td></td>
<td>Tel</td>
<td>035 905 4674</td>
</tr>
<tr>
<td></td>
<td>e-mail</td>
<td><a href="mailto:Rendani.Netshiozwi-neluvhalani@transnet.net">Rendani.Netshiozwi-neluvhalani@transnet.net</a></td>
</tr>
</tbody>
</table>

| 11.2(13) | The goods are | Supply and Delivery of Pulleys for the New C01 Conveyor in the Port of Richards Bay |

11.2(13) The services are
Submit Operating manuals and maintenance schedules for each component supplied under this contract

11.2(14) The following matters will be included in the Risk Register
None

11.2(15) The Goods Information is in
Part C3: Scope of Work and all documents and drawings to which it makes reference.

12.2 The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the courts of the Republic of South Africa

13.1 The language of this contract is English

13.3 The period for reply is 2 (Two) weeks

2 The Supplier’s main responsibilities
Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

3 Time

30.1 The starting date is. 03 December 2018

30.1 The delivery date of the goods and services is:

<table>
<thead>
<tr>
<th>goods and services</th>
<th>delivery date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pulleys</td>
<td>28 February 2019</td>
</tr>
<tr>
<td>Submit Operating manuals and maintenance schedules</td>
<td>28 February 2019</td>
</tr>
</tbody>
</table>

30.2 The Supplier does not bring the goods to the Delivery Place more than one week before the Delivery Date.

[no data required]

31.1 The Supplier is to submit a first programme for acceptance within 2 (two) weeks of the Contract Date.

32.2 The Supplier submits revised programmes at intervals no longer than 2 (two) weeks.

4 Testing and defects

42 The defects date is 52 (fifty two) weeks after Delivery.

43.2 The defect correction period is 2 (two) weeks

5 Payment

50.1 The assessment interval is monthly
On the 10th of each successive month.

51.1 The currency of this contract is the South African Rand
51.2 The period within which payments are made is

Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.

51.4 The interest rate is

0% per annum above the prime rate of the Standard Bank of South Africa.

6 **Compensation events**

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

7 **Title**

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

8 **Risks, liabilities, indemnities and insurance**

80.1 These are additional *Purchaser’s* risks

None

84.1 The *Purchaser* provides these insurances from the Insurance Table

<table>
<thead>
<tr>
<th>Insurance against:</th>
<th>Loss of or damage to the <em>goods</em>, plant and materials is as stated in the Insurance policy for Contract Works / Public Liability.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover / indemnity:</td>
<td>to the extent as stated in the insurance policy for Contract Works / Public Liability</td>
</tr>
<tr>
<td>The deductibles are:</td>
<td>as stated in the insurance policy for Contract Works / Public Liability</td>
</tr>
</tbody>
</table>

2 Insurance against:

| Loss of or damage to property (except the *goods*, plant and materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Supplier*) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability |
| Cover / indemnity | Is to the extent as stated in the insurance policy for Contract Works / Public Liability |
| The deductibles are | as stated in the insurance policy for contract works / Public Liability |

3 Insurance against:

| Loss of or damage to Equipment (Temporary works only) as stated in the insurance policy for Contract Works and Public Liability |
| Cover / indemnity | Is to the extent as stated in the insurance policy for Contract Works / Public Liability |
| The deductibles are: | As stated in the insurance policy for Contract Works / Public Liability |

4 Insurance against:

| Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon |
| Cover / indemnity | Cover / indemnity is to the extent provided by the SASRIA coupon |
The deductibles are, in respect of each and every theft claim, 0.1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.

84.1 The Supplier provides these additional insurances

1. Where the contract involves manufacture, and/or fabrication of plant & materials, components or other goods to be incorporated into the works at premises other than the site, the Supplier shall satisfy the Purchaser that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.

2. Should the Purchaser have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Supplier's policies of insurance as well as those of any subcontractor.

3. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.

84.2 The insurance against loss of or damage to the goods, plant and materials as stated in the insurance policy for Contract Works and Public Liability selected from is:

Principal Controlled Insurance (PCI) portfolio. The PCI manual is attached to this document and will be annually reviewed and updated.

Principal Controlled Insurance (PCI) portfolio.

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the goods, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) caused by activity in connection with this contract for any one event is:

Whatever the Supplier deems necessary in addition to that provided by the Purchaser.

84.2 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Supplier arising out of and in the course of their employment in connection with this contract for any one event is:

The Supplier must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

88.1 The Supplier's liability to the Purchaser for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to

The total of the Prices

88.2 For any one event, the Supplier's liability to the Purchaser for loss of or damage to the Purchaser's property is limited to

The deductible of the relevant insurance policy
88.3 The Supplier's liability for Defects due to his design which are not notified before the last defects date is limited to: The total of the Prices

88.4 The Supplier's total liability to the Purchaser, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to The total of the Prices

88.5 The end of liability date is 1 (one) year after Delivery of the whole of the goods and services.

9 Termination and dispute resolution

94.2(3) The Adjudicator nominating body is: the Chairman of The Association of Arbitrators (Southern Africa)

94.4(2) The tribunal is: Arbitration

94.4(5) The arbitration procedure is the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa).

94.4(5) The place where arbitration is to be held is Durban, South Africa

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 for the time being or his nominee of the Association of Arbitrators (Southern Africa).

10 Data for Option clauses

X2 Changes in the law

X2.1 A change in the law of South Africa is a compensation event if it occurs after the Contract Date

X7 Delay damages

X7.1 Delay damages for Delivery are Delivery of amount per day Pulleys R2 000.00 Operating manuals and maintenance schedules R2 000.00

Z Additional conditions of contract

The additional conditions of contract are:

Z1 Obligations in respect of Joint Venture Agreements
Z1.1

Insert the additional core clause 25.6

25.6. In the instance that the Supplier is a joint venture, the Supplier shall provide the Purchaser with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The 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 Purchaser to Provide the Goods;
  
  ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the Supplier's representative;
  
  iii. Identification of the roles and responsibilities of the constituents to provide the Goods.

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

Z1.2

Insert additional core clause 25.7

25.7. The Supplier shall not alter its composition or legal status of the Joint Venture without the prior approval of the Purchaser.

Z2

Additional obligations in respect of Termination
Z2.1
The following will be included under core clause 91.1:
In the second main bullet, after the word ‘partnership’ add
‘joint venture whether incorporate or otherwise (including
any constituent of the joint venture)’ and

Under the second main bullet, insert the following additional
bullets after the last sub-bullet:
- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z2.2 Termination Table
The following will be included under core clause 90.2
Termination Table as follows:

Amend “A reason other than R1 – R21” to “A reason other
than R1 – R23”

Z2.3
Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”

Z3 Right Reserved by the Purchaser to
Conduct Vetting through SSA

Z3.1
The Purchaser reserves the right to conduct vetting through
State Security Agency (SSA) for security clearances of any
Supplier 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

Z4.1
The contract award is made without prejudice to any rights
the Purchaser may have to take appropriate action later
with regard to any declared bid rigging including
blacklisting.

Z5 Protection of Personal Information
Act

Z5.1
The Purchaser and the Supplier 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.
# C1.2 Contract Data

## Part two - Data provided by the Supplier

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract (December 2009 with amendments dated April 2013) and the relevant parts of its Guidance Notes (SC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field *once* and type in the data. Otherwise complete by hand and in ink.

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 Supplier 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>11.2(8)</td>
<td>The Goods Information for the Supplier's design is in:</td>
<td></td>
</tr>
<tr>
<td>11.2(11)</td>
<td>The tendered total of the Prices is</td>
<td>R (in words)</td>
</tr>
<tr>
<td>11.2(12)</td>
<td>The <em>price schedule</em> is in:</td>
<td>Part C2</td>
</tr>
<tr>
<td>11.2(14)</td>
<td>The following matters will be included in the Risk Register</td>
<td></td>
</tr>
<tr>
<td>25.2</td>
<td>The restrictions to access for the <em>Supply Manager</em> and Others to work being done for this contract are</td>
<td></td>
</tr>
<tr>
<td>63.2</td>
<td>The <em>percentage for overheads and profit</em> added to the Defined Cost is</td>
<td>%</td>
</tr>
</tbody>
</table>
PART C2: PRICING DATA
NEC3 Supply Contract

<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 assumptions</td>
<td>2</td>
</tr>
<tr>
<td>C2.2</td>
<td>The price schedule</td>
<td>3</td>
</tr>
</tbody>
</table>
C2.1 Pricing assumptions

1. The conditions of contract

1.1. How goods and services are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, December 2009 (SC) (with amendments April 2013) core clauses states:

<table>
<thead>
<tr>
<th>Identified and defined terms</th>
<th>11.2</th>
</tr>
</thead>
</table>
(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate.

(12) The Price Schedule is the price schedule unless later changed in accordance with this contract.

Assessing the amount due

50.2 The amount due is

- the Price for each lump sum item in the Price Schedule which the Supplier has completed,
- where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the Supplier has completed by the rate,
- plus other amounts to be paid to the Supplier,
- less amounts to be paid by or retained from the Supplier.

Any tax which the law requires the Purchaser to pay to the Supplier is included in the amount due.

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of goods and services which can be priced as lump sums or as expected quantities of goods and services multiplied by a rate, or a mix of both.

1.2. Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The Supplier Provides the Goods and Services in accordance with the Goods Information". Hence the Supplier does not Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

1.3. Preparing the price schedule

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC Guidance Notes before preparing the price schedule. Items in the price schedule may have been inserted by the Purchaser and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the price schedule the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this contract.
1. As the Supplier has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a Supplier’s risk, the lump sum Prices and rates must also include for the correction of Defects.

2. If the Supplier has decided not to identify a particular item in the price schedule at the time of tender the cost to the Supplier of doing the work is assumed to be included in, or spread across, the other Prices and rates in the price schedule in order to fulfill the obligation to Provide the Goods and Services for the tendered total of the Prices.

3. There is no adjustment to lump sum prices in the price schedule if the amount, or quantity, of work within that lump sum item of goods or services later turns out to be different to that which the Supplier estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4. Hence the Prices and rates tendered by the Supplier in the price schedule are inclusive of everything necessary and incidental to Providing the Goods and Services in accordance with the Goods Information, as it was at the time of tender, as well as correct any Defects not caused by a Purchaser’s risk.

5. The Supplier does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of a Purchaser’s risk event listed in core clause 80.1.

1.4. Format of the price schedule

(From Appendix 5 on page 78 of the SC Guidance Notes)

Entries in the first four columns in the price schedule in section C2.2 are made either by the Purchaser or the tendering supplier.

If the Supplier is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the Supplier is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering Supplier enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the Supplier is to be paid an amount for an item proportional to the length of time for which the goods and services are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.
## C2.2 the price schedule

<table>
<thead>
<tr>
<th>Item no</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>MECHANICAL EQUIPMENT SUPPLY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply and Deliver the following to site</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>C01 Conveyor:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.1</td>
<td>Driven Rail Shaft Bearing Housing (FSNL522-619 Shaft Ø100) (As described in detail in the Purchasers' Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.2</td>
<td>Rail Shaft Bearing Housing (FSNL517 Shaft Ø75) (As described in detail in the Purchasers' Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.3</td>
<td>Snub Pulley Bearing Housing (FSNL520-617 Shaft Ø90) (As described in detail in the Purchasers' Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.4</td>
<td>Head Pulley Bearing Housing (FSNL532 Shaft Ø140) (As described in detail in the Purchasers' Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.5</td>
<td>Tail Pulley Bearing Housing (FSNL532 Shaft Ø140) (As described in detail in the Purchasers' Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.6</td>
<td>High Tension Pulley Bearing Housing (FSNL532 Shaft Ø140) (As described in detail in the Purchasers' Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item no</td>
<td>Description</td>
<td>Unit</td>
<td>Qty</td>
<td>Rate</td>
<td>Price</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
<td>-----</td>
<td>------</td>
<td>-------</td>
</tr>
<tr>
<td>1.1.7</td>
<td>Drive Pulley Bearing Housing (SNL3136 Shaft Ø160) (As described in detail in the Purchasers’ Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.8</td>
<td>Drive Pulley (Ø800 Pulley 1500 Wide, Shaft Ø180, Ceramic Tile Lagging 12mm, Keyless Taper Locking) (As described in detail in the Purchasers’ Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.9</td>
<td>Head Pulley (Ø800 Pulley 1500 Wide, Shaft Ø160, Rubber Lagging 12mm, Keyless Taper Locking) (As described in detail in the Purchasers’ Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.10</td>
<td>HT Pulley (Ø630 Pulley 1500 Wide, Shaft Ø160, Rubber Lagging 12mm, Keyless Taper Locking) (As described in detail in the Purchasers’ Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.11</td>
<td>Snub Pulley (Ø500 Pulley 1500 Wide, Shaft Ø160, Rubber Lagging 12mm, Keyless Taper Locking) (As described in detail in the Purchasers’ Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.12</td>
<td>Tail Pulley (Ø630 Pulley 1500 Wide, Shaft Ø160, Crowned, Rubber Lagging 12mm, Keyless Taper Locking) (As described in detail in the Purchasers’ Goods Information Section C3.1 Item 2.2.3.1).</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.13</td>
<td>Driven Rail Axle Shaft (Shaft Ø100, Flanged Railway Wheels Fitted with Keyless Taper Locking, Chain Sprocket) (As described in detail in the Purchasers’ Goods Information Section C3.1 Item 2.2.4).</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item no</td>
<td>Description</td>
<td>Unit</td>
<td>Qty</td>
<td>Rate</td>
<td>Price</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
<td>-----</td>
<td>------</td>
<td>-------</td>
</tr>
<tr>
<td></td>
<td><strong>Supply and Deliver the following to site (Cont...)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.14</td>
<td>Idle Rail Axle Shaft (Shaft Ø90, Flanged Railway Wheels Fitted with Keyless Taper Locking) (As described in detail in the Purchasers' Goods Information Section C3.1 Item 2.2.4).</td>
<td>No</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.15</td>
<td>Monitor the installation of the goods on site and be present during commissioning of the conveyor by the representative from the Supplier.</td>
<td>Hrs</td>
<td>16</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The total of the Prices excl. VAT (to be carried forward to Part C1.1 Form of Offer and Acceptance)
# PART C3: SCOPE OF WORK

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>This cover page</td>
<td>1</td>
</tr>
<tr>
<td>C3.1</td>
<td>Purchaser's Goods Information</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Total number of pages</td>
<td>25</td>
</tr>
</tbody>
</table>
C3.1 PURCHASER’S GOODS INFORMATION

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1. Overview of the goods and services

1.1. Executive overview
The Richards Bay Port has identified the requirement for an additional conveyor (C01) to relieve a bottle neck in the route between the tipplers and the Eastern stockpile areas.

The additional conveyor is an essential component of the third tippler installation, but in the immediate term will enhance flexibility of operation by allowing product from the tipplers to be stockpiled at the same time that HBI cargo is being carried to the ship loaders.

The new conveyor (C01) will alleviate the problem of wagon congestion. The magnetite and chrome ore volumes are expected to increase significantly. The C-01 Conveyor will receive from B01, B02 and B03. It will load by means of a moving head onto N02, N03, N07 and N05. The design allows for future N04 and S07 conveyors.

The C01 conveyor will be constructed parallel to the existing C conveyors in an enlarged gallery. The moving head will be incorporated in Transfer Tower No 2, which has sufficient space to accommodate the conveyor; the tail ends of the N conveyors require extension to accommodate the transfer chutes.

This supply contract covers the supply of propriety and custom made components required for the C01 conveyor to be installed at the Transnet facility at the port of Richards Bay in KwaZulu-Natal. It does not cover the structural steel work which is covered in the associated construction and erection contract.

The goods and services consist of:

- Conveyor pulleys and bearings
- The axles for the travelling carriage comprised of shaft, railway wheels, locking assemblies, and plummer block bearings.

1.2. Purchaser's objectives
The Purchaser intends to install a 1350mm belt conveyor (known as C01) to convey mineral products at a maximum rate of 2,500 tons per hour. The material will be loaded onto C01 by one or more of the three existing conveyors known as B01, B02, and B03. The material will be conveyed a distance of approximately 300 metres, the material will be elevated to a maximum of 12.5 metres. The material will be conveyed to a building known as the transfer house. In the transfer house the material will have the flexibility to discharged cargo onto one of four existing conveyors (N02, N03,
N07 or N06) and onto future conveyors (N04 or S00), these two future conveyors are not part of the scope of this contract.

Cargo is discharged by means of moving carriage which travels on rails, the carriage can be moved forwards and backwards by means of an electric motor drive. By moving the carriage backwards or forwards the discharge of C01 can be directed onto one of the four existing conveyors or at a later stage onto one of the future conveyors mentioned above.

1.3. Interpretation and terminology
The following abbreviations are used in this Goods 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>CEMP</td>
<td>Construction Environmental Management Plan</td>
</tr>
<tr>
<td>CD</td>
<td>Compact Disc</td>
</tr>
<tr>
<td>CDR</td>
<td>Supplier Documentation Register</td>
</tr>
<tr>
<td>CDS</td>
<td>Supplier Documentation Schedule</td>
</tr>
<tr>
<td>CRL</td>
<td>Supplier Review Label</td>
</tr>
<tr>
<td>CSHEO</td>
<td>Supplier's Safety, Health and Environmental Officer</td>
</tr>
<tr>
<td>CM</td>
<td>Construction Manager</td>
</tr>
<tr>
<td>DTI</td>
<td>Department of Trade and Industry</td>
</tr>
<tr>
<td>DWG</td>
<td>Drawings</td>
</tr>
<tr>
<td>EO</td>
<td>Environmental Officer</td>
</tr>
<tr>
<td>HAW</td>
<td>Hazard Assessment Workshop</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>IR</td>
<td>Industrial Relations</td>
</tr>
<tr>
<td>IPP</td>
<td>Industrial Participation Policy</td>
</tr>
<tr>
<td>IPO</td>
<td>Industrial Participation Obligation</td>
</tr>
<tr>
<td>IPS</td>
<td>Industrial Participation Secretariat</td>
</tr>
<tr>
<td>IRCC</td>
<td>Industrial Relations Co-ordinating Committee</td>
</tr>
<tr>
<td>JSA</td>
<td>Job Safety Analysis</td>
</tr>
<tr>
<td>CIRP</td>
<td>Supplier’s Industrial Relations Practitioner</td>
</tr>
<tr>
<td>Native</td>
<td>Original electronic file format of documentation</td>
</tr>
<tr>
<td>PES</td>
<td>Project Environmental Specifications</td>
</tr>
<tr>
<td>PHA</td>
<td>Preliminary Hazard Assessment</td>
</tr>
<tr>
<td>PIRM</td>
<td>Project Industrial Relations Manager</td>
</tr>
</tbody>
</table>
2. Specifications of the goods and services

2.1. Design

2.1.1. Procedure for submission and acceptance of Supplier’s design

2.1.1.1. The Supplier shall address the following procedures:

- Submit designs in electronic native format to the Supply Manager for review and approval.
- Supplier may not proceed with these goods until written approval is obtained from the Supply Manager.
- The Supplier undertakes design safety reviews with the Supply Manager, Safety Manager, and other relevant personnel as determined by the Supply Manager.

2.1.1.2. Documentation Submission

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

2.1.1.3. Review and Acceptance of Supplier Documentation

The Supplier submits documentation as the ‘Goods Information’ requires to the Supply Manager for review and acceptance.
2.1.1.4. Other requirements of the Contractor’s design

The Supplier’s design complies with the relevant SANS standards and Transnet Port Terminals standard specification.

2.1.2. Purchaser’s design

The design of the goods is generally being undertaken as follows:

<table>
<thead>
<tr>
<th>Design Stage</th>
<th>Undertaken by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concept, feasibility and overall process</td>
<td>Transnet Group Capital</td>
</tr>
<tr>
<td>Basic Design, including PID and Layouts</td>
<td>Transnet Group Capital</td>
</tr>
<tr>
<td>Detailed Design and Drawings</td>
<td>Transnet Group Capital</td>
</tr>
<tr>
<td>Specification of Propriety Equipment</td>
<td>Transnet Group Capital</td>
</tr>
<tr>
<td>Specification of Custom Manufactured Equipment</td>
<td>Transnet Group Capital</td>
</tr>
</tbody>
</table>

2.1.3. Supplier’s design

<table>
<thead>
<tr>
<th>Design Stage</th>
<th>Undertaken by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation of Manufacturing and Workshop drawings</td>
<td>The Supplier</td>
</tr>
</tbody>
</table>

2.1.4. Use of Supplier’s design

2.1.4.1. The Supplier grants the Purchaser a licence to use the copyright in all design data presented to the Purchaser in relation to the goods and services for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance and extension of such licence being capable of transfer to any third party without the consent of the Supplier.

2.1.4.2. The Supplier vests in the Purchaser full title guarantee in the intellectual property and copyright in the design data created in relation to the goods and services as follows:

- Any design alterations that the Supplier may formulate to ensure the correct execution of installation of the goods
2.2. Production information

All equipment supplied under this contract shall be from reputable South African suppliers, who can demonstrate at least five similar items of equipment installed in Southern Africa. Furthermore the Supplier will preferably have an established spare parts depot in Kwa-Zulu Natal. Equipment to be supplied under this contract may not be supplied unless it has been approved by the Supply Manager.

2.2.1. Shop Assembly and Dismantling

Each operational unit shall be fully assembled, as far as practicable, in the workshop and match-marked to ensure that all component parts are properly manufactured and that all design dimensions, tolerances and clearances have been achieved.

A record shall be made of shop measurements of all diameters, run outs, clearances and other critical dimensions of the moving and stationary parts, which may affect the field erection, and alignments of the plant.

After testing, all equipment shall be packaged and protected for shipment. Large items shall be dismantled into sub-assemblies, numbered and marked to facilitate erection at the site. All sub-assemblies or separate components shall be numbered and match-marked to ensure they are erected in the correct relative position.

2.2.2. Erection Marks

Prior to delivery, each part for assembly on site shall be stamped with the distinguishing mark assigned to it on the erection drawings, in figures of not less than 25mm in height. After the various parts have been shop painted as specified above, the distinguishing marks shall also be painted on each part in larger letters and/or numbers in such a manner that the pieces may be readily identified and put together in their proper positions on arrival at their destination.

2.2.3. The Conveyor

The following conveyor components shall be supplied:

- Head pulley and bearings
- Snub pulley and bearings at head end
- Tail pulley and bearings
- Drive pulley and bearings
- Snub pulley and bearings at drive pulley
- The two intermediate direction reversing pulleys and their bearings

The numbers of items of the above components is given in Part C2 Pricing Data.
2.2.3.1. **Conveyor Pulleys**

The pulleys shall be designed and constructed in accordance with SANS 1669. The pulleys shall be of the Tee-bottom design with flat faces (except for the tail pulley which shall have a crowned face).

The pulleys shall be lagged with a non-static rubber with a Shore 'A' hardness of between 55 and 65. The lagging thickness shall be between 10 and 12 mm. The lagging on the drive pulley shall have small ceramic tiles (approximately 20mm x 20mm) embedded in the rubber substrate. There shall be grooves in the rubber between the tiles to allow for evacuation of dirt and water. The top surface of the tiles shall stand proud of the rubber substrate by about 8mm. The space between the tiles shall be about 17mm.

All other pulleys shall be lagged without grooving.

The shaft shall be attached to the end discs by means of keyless tapered locking assemblies (see Figure 1), one at each end disc. The locking assemblies shall be so chosen as to be capable of transmitting the maximum torque that can be borne by the pulley shaft.

The shell of the pulley shall be of structural carbon steel plate (to EN 10025 6 S460Q) rolled to size and shape and to be stress relieved and machined after welding to the end discs. The shell thickness shall not be less than 16mm. The welds between the end discs and the shell, and the longitudinal weld in shell shall be full penetration V-groove welds. The welds shall be accordance with the American Welding Society's D1.1 code. A 4 mm diameter air vent hole shall be provided in order to prevent 'blow-back' on final seal run and distortion on vulcanising of lagging. The hole shall be located outside of the heat affected zone of the disk-to shell weld. This hole shall be sealed with a 4 mm diameter parallel dowel pin to DIN 6325 of a length not less than the diaphragm thickness.
The shell shall be machined to be concentric with the shaft within the Total Indicated Run-out as permitted in SANS 1669-1. The pulleys shall be statically balanced before and after lagging.

The tolerance on the pulley diameter shall be ±2.0 mm. This tolerance shall be applied to both bare and lagged pulleys, the tolerance on the face width shall be ±3.0 mm.

The shafts shall be of carbon steel to BS970 Gr 080M40 (En8) in the normalised condition. The maximum allowable shaft deflection is 5 minutes of arc (0.0833°), provided that this is within the specifications of the keyless locking assemblies used by the Supplier.

The pulley end discs shall be of cast steel to BS3100 Gr A2.

Stress relieving of pulleys shall be at a temperature of 600 to 650°C and the heating and cooling cycles shall be as specified below.

Normalising of shafts shall be at a temperature of 880 to 910°C and the heating and cooling cycles shall be as specified below.

Heating cycle: The temperature of the furnace at the commencement of the treatment cycle shall not exceed 400°C and the rate of increase in temperature above 400°C shall not exceed the following:

- Not more than 200°C per hour for a thickness of diaphragm plate up to and including 25 mm.
- Not more than 5000 / t °C/hour for a diaphragm plate over 25 mm in thickness where t is the diaphragm thickness in mm.

When the item has attained a uniform temperature the temperature shall be maintained for a period of one hour for diaphragm thicknesses up to and including 25 mm. For diaphragms over 25 mm thick allow an additional 2 minutes for each mm in thickness above 25 mm.

Cooling cycle, stress relieving:

The component shall be cooled in the furnace at a rate not exceeding 250°C per hour for thicknesses of diaphragm plate up to and including 25 mm.

For diaphragm plate thicknesses above 25 mm the cooling rate shall not exceed 6250/t °C/hour where t is the diaphragm thickness in mm.

Components shall be removed from the furnace at a temperature of 250°C and cooled in still air. Cooling cycle, normalising: Shafts shall be cooled in still air from the maximum temperature required in this specification.
2.2.3.2. Bearings

The bearings and bearing housings shall be of a make approved by the Engineer; it is of vital importance that the Supplier of the bearings has a full range of spares carried at their spares depot in Richards Bay.

All plummer blocks shall be fitted with button head grease nipples. Plummer blocks that are not safely accessible shall be provided with a stainless steel lubrication tube terminated with a button head grease nipple.

The drive pulley shall be fitted with a split bearing arrangement on the coupling side for ease of maintenance and replacement. The drive end bearing is to be axially located in the plummer block. The non-drive end bearing shall be allowed to float axially in the plummer block.

The clearances between the rolling elements and the inner and outer bearing races are to be adjusted to the bearing manufacturer’s recommendations by adjusting the pull up on the tapered adapter sleeve. A feeler gauge shall be used to measure and check the clearance.


2.2.4. Travelling Carriage Axles

The travelling carriage is carried on a number axles (the exact number is given in the Bill of Materials). Each axle is supported in two plummer block bearings. Flanged railway wheels are fitted to the ends of the axles. The railway wheels shall be made according to BS 5892-3, the wheels shall be of cast steel Gr R2 in the normalized condition. The axles shall be machined from carbon steel to BS970 Gr 080M40 (En8) in the normalised condition.

The wheels shall be fitted to the axles using keyless tapered locking assemblies, see Figure 1 above (so that bearings can be changed from time to time). The bearings shall be mounted in cast iron plummer blocks. Each of the plummer blocks supporting these shafts shall be fitted with a stainless steel lubrication tube terminating in a button head grease nipple. The bearings shall be supplied with a first fill of grease.

The details and arrangement of the axles and wheels are shown in the drawings (see list below).
2.3. **Spare Parts**

The *Supplier* shall provide a priced recommended list of spare parts for two year's operation. The *Purchaser* will decide on which spare parts to buy at the time of purchasing.

The *Supplier* shall provide commissioning spare parts list and shall provide all of the spare parts which are expected to be required for commissioning.

The *Supplier* must comply with Section 16 of EEAM-Q-016 Gen Requirements and Conditions (HE9-2-9Ver 7) Rev 1.

2.4. **Purchaser’s Specifications**

<table>
<thead>
<tr>
<th>Document</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>EEAM-Q-001</td>
<td>Belt Conveyor and Assoc Equip Spec</td>
</tr>
<tr>
<td>EEAM-Q-004</td>
<td>Gear, Shaft, Bearing, Brakes, Vee-belts, Lubrication</td>
</tr>
<tr>
<td>EEAM-Q-006</td>
<td>Structural Steelwork (HE9-2-6 Ver 9) February 2005</td>
</tr>
<tr>
<td>EEAM-Q-008</td>
<td>Corrosion Protection (HE9_2_8 VER 17)</td>
</tr>
<tr>
<td>EEAM-Q-009</td>
<td>Quality Management</td>
</tr>
<tr>
<td>EEAM-Q-013</td>
<td>Commissioning and Handover</td>
</tr>
<tr>
<td>EEAM-Q-016</td>
<td>Gen Requirements And Conditions(HE9-2-9 Ver 7) Rev 1</td>
</tr>
<tr>
<td>EEAM-Q-028M-RBY</td>
<td>Specific Req Mech Equip( HE 9-2-12 Ver3)</td>
</tr>
</tbody>
</table>

2.5. **National and International Standard Specifications Referenced in this Document**

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANS 1669 Part 1</td>
<td>Conveyor belt pulleys – part 1 Pulley types, construction and dimensions</td>
</tr>
<tr>
<td>SANS 1173</td>
<td>General Purpose Textile-Reinforced Conveyor Belting</td>
</tr>
<tr>
<td>SANS 1313</td>
<td>Conveyor Belt Idlers</td>
</tr>
<tr>
<td>BS 970</td>
<td>Wrought steel for mechanical and allied engineering purposes.</td>
</tr>
<tr>
<td>BS EN 13157</td>
<td>Cranes – Safety – Hand Powered Cranes</td>
</tr>
<tr>
<td>EN 10025-6</td>
<td>Hot rolled products of structural steels</td>
</tr>
<tr>
<td>BS 5892-3</td>
<td>Railway Rolling Stock Materials</td>
</tr>
<tr>
<td>BS 3100</td>
<td>Steel castings for general engineering purposes</td>
</tr>
<tr>
<td>AWS D1.1</td>
<td>Structural Welding Code</td>
</tr>
</tbody>
</table>

2.5.1. **Tests and inspections before Delivery**

The *Supplier* must provide access to the *Purchaser* to enter the *Supplier’s* workshop to conduct final inspection on all equipment prior to delivery.
2.5.2. Operating manuals and maintenance schedules
Operating manuals and maintenance schedules shall be supplied for each component supplied under this contract and in accordance with EEAM-Q-016- Gen Requirements and Conditions (HE9-2-9Ver 7) Rev 1, in particular and without limitation operating manuals and maintenance schedules will be required for:

- The pulleys including the lagging on the pulleys
- The bearings and bearing housings
- The locking assemblies

The manuals shall be provided in four paper copies carefully bound into four volumes. In addition two electronic copies in pdf format shall be provided, these electronic copies shall be provided on a compact disc.

2.6. Specification of the services to be provided
The Supplier is to provide goods as afore mentioned. Furthermore the Supplier is to be available to monitor the installation of the goods and to be present during commissioning of the conveyor. The Contractor will allow access for the Supplier’s representative at these times. The Contractor is to act according to instructions received from the Supplier’s representative to ensure that the warranty on the goods is not invalidated. Supplier to provide specification on installation and commissioning requirements to Contractor.

3. Constraints on how the Supplier Provides the Goods and Services

3.1. Work to be done by the Delivery Date
On or before the Delivery Date the Supplier shall have done everything required to provide the goods including the work listed below which is to be done before the Delivery Date and in any case before the dates stated. The Supply Manager cannot certify Completion until all the work listed below has been done and is also free of Defects, which would have, in his opinion, prevented the Purchaser from using the goods and others from doing their work.

<table>
<thead>
<tr>
<th>Item of work</th>
<th>To be completed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation and Maintenance Manuals</td>
<td>On Delivery.</td>
</tr>
</tbody>
</table>

3.2. Services & other things to be provided by the Purchaser or Supplier
Nil
3.3. Management meetings

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

All meetings shall be recorded using minutes and an attendance register prepared and circulated by the person who convened the meeting. The minutes shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

3.4. Documentation Control

The Supplier's documentation shall be issued to the Supply Manager under cover of the Supplier's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Supplier's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

Formats of Supplier data submitted is dependent on the project procedure and content and shall be specified by the Supply Manager, upon the notified request of the Supplier i.e.:

Both Adobe Acrobat (.pdf) and native files

Only a native file

Only a hard copy

Only a pdf file

The Supplier shall deliver both hard copies and electronic media copies (CD Rom) to the Supply Manager at the address stated within the Contract Data.

The documentation to be submitted for review shall be submitted on or before the dates specified in the Documentation Register under cover of the Supplier's Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The Supplier shall note that documentation will be rejected if this requirement is not met.
Acceptance of documentation by the Supply Manager will in no way relieve the Supplier of his responsibility for the correctness of information, or conformance with his obligation to provide the Goods. This obligation rests solely with the Supplier.

After review, a copy of the original reviewed/marked-up drawing/document, with the Supply Manager’s consolidated comments and document status marked on the Supplier Review Label, is scanned and the hard copy shall be returned to the Supplier under cover of the Supply Manager’s Transmittal Note for revision or re-submittal as instructed.

The code resulting from the review is as follows, i.e.: -

Code C1 – “Proceed, No Exception Taken”

Code C2 – “Proceed, with Exceptions as Noted, Revise and Resubmit”

Code C3 – “Do Not Proceed, Revise as Noted and Resubmit”

Code C4 – “Information Only – Accepted as Submitted”

Code C5 (FN) – “Certified Final – No Further Submittal Required”

Code C6 (AB) – “Certified As-Built – No Further Submittal Required”

The Supplier shall allow the Supply Manager 2 weeks to review and respond to the Supplier’s submission of their documentation, i.e. from time of receipt to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the Supply Manager with prior notification in writing by the Supplier.

On receipt of the reviewed documentation the Supplier shall make any modifications requested/marked-up and resubmit the revised documentation to the Supply Manager within 2 weeks. Queries regarding comments/changes should be addressed with the Supply Manager prior to re-submittal.

All revised data shall be submitted by the Supplier in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable. In the case of drawings every sheet has its own revision number and is revised as an individual document. In the case of documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.
In undertaking the 'Goods and Services' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Supplier Documentation Submittal Requirements' Standard included in Annexure 1 (refer DOC--STD-0001).

The Supplier 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.

3.5. Safety Risk Management

3.5.1. Health and Safety Standard

The Supplier shall comply with the requirements of the Transnet Group Capital HAS-SP-01 Project Site Specific Health and Safety Specification and TGC Health & Safety Guidelines HAS-GL-0001

3.5.2. Supplier's General Requirements for Health and Safety

The Supplier is solely responsible for fabricating and supplying the goods and services under the Contract having the highest regard for the health and safety of its employees, Transnet’s employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Supplier carrying out its obligations under this Contract.

The Supplier must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements. The Supplier must:

- Avoid unnecessary interference with the passage of people and property at or near the Site.

- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services.

Costs for the above are borne by the Supplier.

The Supplier must comply and is responsible for ensuring that all of its Subcontractors comply with the relevant legislation(s) and statutory regulations for health and safety, the Transnet Health and Safety requirements included in the Contract and other document pertaining to health & safety contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions.
3.6. Environmental Constraints and Management

3.6.1. The Supplier complies with the following CEMP (ENV-STD-001 Rev 02) and SES (ENV-STD-002 Rev 02):

In providing any Services on site, the Supplier will be required to follow the CEMP/SES as outlined by the Purchaser or their Supplier which will be receiving the goods.

The Supplier shall ensure that his management, foremen and the general workforce, as well as all Suppliers and visitors to Site have attended the Induction Programme prior to commencing any work on Site.

The Supplier shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc.) required by the CEMP/SES before they arrive at Site and off load any Materials.

3.7. Quality Assurance Requirements

The Supplier shall provide material certificates for all materials supplied under this contract, in addition certificates recording the balancing of the pulleys shall be provided.

The Supplier shall have, maintain and demonstrate its use to the Supply Manager (and/or the Supervisor as appropriate) the documented Quality Management System to be used in the manufacture of the goods. The Supplier’s Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the Supply Manager).

The Supplier complies with the requirements of QAL-STD-0001 Quality Requirements for Contractors and Supplier’s contained in Annexure 8.

3.8. Programming Constraints

The Supplier presents his first programme and all subsequently revised programmes (see NEC3 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 Supplier submits his Level 4 Programme to the Supply Manager for acceptance.

3.9. Insurance provided by the Purchaser

Insurance provided by the Purchaser is contained in the Contract Data – Part 1.
3.10. Contract change management

No additional requirements apply to NEC3 SC Clause 60 series.

3.11. Provision of bonds and guarantees

The form in which a bond required by the conditions of contract (if any) is to be provided by the Supplier is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The Purchaser may withhold payment of amounts due to the Supplier until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Supplier by the Supply Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Supplier does not affect the Purchaser’s right to termination stated in this contract.

3.12. Records of Defined Cost, payments & assessments of compensation events kept by Supplier

The Supplier keeps the following records available for the Supply Manager to inspect:

- Records of design employees location of work (if appropriate); and
- Records of Equipment used and people employed outside the Working Areas (if applicable).

4. Procurement

4.1. 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 appraise 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**

4. 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

**4.2. The Supplier’s Invoices**

**4.2.1.** Within one week of receiving a payment certificate from the **Supply Manager** in terms of core clause 51.1, the **Supplier** provides the **Purchaser** with a tax invoice showing the amount due for payment equal to that stated in the **Supply Manager’s** certificate.

**4.2.2.** The **Supplier** shall address the tax invoice to **Purchaser** and include on each invoice the following information:

Invoice addressed to Transnet SOC Ltd;
Transnet SOC Limited’s VAT No: 4720103177;
Invoice number;
The _Supplier's_ VAT Number; and
The Contract number: 4226751.M004

The invoice contains the supporting detail, which shall include a statement of the contract account, indicating invoices, dates, debit/credit notes, and payments.

4.2.3. The invoice is presented either by post or by hand delivery.

4.2.4. Invoices submitted by post are addressed to:

Transnet SOC Ltd
P O Box 425
Richards Bay
3900
For the attention of The Contract Administrator, Transnet Group Capital

4.2.5. Invoices submitted by hand are presented to:

Transnet Group Capital
Lakeview Terrace Absa Building
Richards Bay
3900
For the attention of The Contract Administrator, Transnet Group Capital

4.2.6. The invoice is presented as an original.

4.3. **Subcontracting**

4.3.1. Preferred subcontractors

There are no preferred subcontractors.

4.3.2. Limitations on subcontracting

The _Supplier_ may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the _Supplier_, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

4.4. **Plant and Materials**

4.4.1. **Plant & Materials provided “free issue” by the Purchaser**

The _Purchaser_ provides the following Plant and Materials for the _Supplier_ to use in the works:

- Nil
4.4.2. Spares and consumables

The Supplier shall supply a first fill of grease for all the bearings and bearing housings supplied under this contract. The Supplier shall supply a further quantity of lubricants for commissioning. The Supplier shall supply all the spares required for commissioning.

5. Constraints at the Delivery Place

5.1. Purchaser’s entry and security control, permits, and site regulations

Entry to the Port of Richards Bay is via security controlled gates on the east and west boundaries only. All personnel entering and leaving the Port must have positive identification. All personnel, other than temporary visitors, should be provided with Transnet identity cards, which must be worn visibly at all times. A person working only for a short period or very few times during a year will not be issued with a Transnet identity card.

No identity cards will be issued until the Supplier has been appointed and the contract has been registered with Transnet.

Identity cards are issued by Transnet National Ports Authority (TNPA) Customer Services, Bayvue Centre, Port of Richards Bay, during normal working hours on weekdays only. The following items must be furnished with each application for an identity card:

- A letter on the Supplier’s company letter head stating the applicant’s full names, ID number, reason for requesting the ID card, area in TPT that he/she will be working, a summary of the work to be done and the start and end date of the contract;
- A letter of confirmation on a TGC letterhead signed by the TGC Supply Manager overseeing the contract with the Supplier / contracting company;
- A letter signed by the TPT Security Manager (or delegated person) after perusing the above documentation, confirming the request for an ID card.
- A completed application form (available from TNPA Customer Services)
- Positive identification of the applicant (green bar-coded RSA ID or drivers licence)

Temporary Access Permits, valid on the day of issue only, are obtainable for the TNPA Permit Office situated outside the west entrance to the Port of Richards Bay. The following items must be furnished with each application for a Temporary Access Permit:

- A letter on the Supplier’s company letter head stating the applicant’s full names, ID number, and reason for requesting the ID card and area in TPT that he/she will be working.
• A letter of confirmation on a TGC letterhead signed by the TGC Supply Manager overseeing the contract with the Supplier / contracting company;
• Positive identification of the applicant (green bar-coded RSA ID or drivers licence)

Special permits are required for all goods vehicles requiring admittance to the Port of Richards Bay. These are issued by the TNPA Permit Office situated outside the west entrance to the Port.

TNPA may levy a fee for issuing access permits at the Supplier’s cost.

Drugs, firearms and alcohol are prohibited at all times and may not be carried or used within the confines of the Port. All personnel entering the Port are subject to breathalyser tests. Only those persons whose test result is negative will be allowed to pass the entrance gate. Breathalyser tests are also conducted at other control points within the Port boundary.

5.2. Customs

The Site is situated within a customs controlled area and the Supplier and his people shall observe all Customs regulations within the port area.

5.3. Equipment provided by the Purchaser

No equipment will be provided by the Purchaser.

5.4. Services and other facilities

No services or other facilities will be provided by the Purchaser.

5.5. Work to be done at the Delivery Place by the Delivery Date

The Supplier shall offload the goods and move them to the erection Contractor’s lay down area in the Port of Richards Bay. The Supplier shall include the price for transport and offloading of the items on his offered price.

5.6. Start-up procedures required to put the goods into operation

The Supplier is to be available to monitor the installation of the goods and to be present during commissioning of the conveyor. The Contractor will allow access for the Supplier’s representative at these times. The Contractor is to act according to instructions received from the Supplier’s representative to ensure that the warranty on the goods is not invalidated.

5.7. Access given by the Purchaser for correction of Defects

The Supplier guarantees the Goods to be free from all latent defects and warrants that they will operate at the proven capacity for a period of 12 months or 2500 operating hours, whichever is the greater.
A defect is any occurrence which prevents the *goods* from functioning or performing at its proven capacity.

The Defects Period commences from the date of hand-over of the completed and fully commissioned works. The *Supplier* remains in attendance, or is available on site within two hours of the notification of the defect (or with reasonable notice by agreement of the *Supply Manager*), to attend to any defects in the *goods* that become manifest during this period.

All costs of remedial works, including materials, services and labour, are for the *Supplier's* account.

The *Purchaser* will arrange access dates to rectify defects.

### 5.8. Performance tests after Delivery

The equipment supplied must operate for no less than 100 hours continuous operating without breakdown under normal operating conditions to be considered satisfactory.

### 6. List of drawings

#### 6.1. Drawings issued by the *Purchaser*

This is the list of drawings issued by the *Purchaser* at or before the Contract Date and which apply to this contract.

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<thead>
<tr>
<th>Drawing number</th>
<th>Title</th>
</tr>
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<tr>
<td>4224413-2-000-M-DE-0003-01</td>
<td>C01 Conveyor Pulley Details</td>
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<tr>
<td>4224413-2-000-M-DE-0004-01</td>
<td>C01 Conveyor Rail Axle Details</td>
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<tr>
<td>4224413-2-C01-J-PI-0001-01</td>
<td>C01 Conveyor P&amp;ID</td>
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<tr>
<td>4224413-2-C01-M-DE-0001-01</td>
<td>Travelling Carriage Head Chute General Arrangement &amp; Details</td>
</tr>
<tr>
<td>4224413-2-C01-M-GA-0007-01</td>
<td>Travelling Carriage General Arrangement</td>
</tr>
</tbody>
</table>
7. Annexures

Annexure 1 - Supplier Documentation Submittal Requirements (DOC-STD-0001)

Annexure 2 - Supplier Documentation Schedule (CDS)

Annexure 3 - TGC SHEQ policy

Annexure 4 - Health and Safety Guideline (HAS-GL-0001)

Annexure 5 - Construction Health and Safety Baseline Risk Assessment

Annexure 6 - Construction Environmental Management Plan (ENV-STD-001-Rev04)

Annexure 7 - Standard Environmental Specifications (ENV-STD-002-Rev04)

Annexure 8 - General Quality Requirements for Contractors and Suppliers (QAL-STD-0001)

Annexure 9 - General Authorisation

Annexure 10 - Drawings

Annexure 11 – Purchaser’s specifications