



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/09/1103/12750/RFP

DESCRIPTION OF WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

Transnet Port Terminals

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

RFP NUMBER	: TPT/2022/09/1103/12750/RFP
ISSUE DATE	: 12 MAY 2023
COMPULSORY BRIEFING	: 26 MAY 2023
CLOSING DATE	: 09 JUNE 2023
CLOSING TIME	: 12H00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

NOTE TO BIDDERS:

Bidders are required to ensure that electronic bid submissions are done timeously before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of technical challenges. Please do not wait for the last hour to submit.



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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at Technical building, Transnet Port Terminals, Port of Saldanha, Saldanha, on the 26 May 2023 at 10:00am [10 O'clock] for a period of ± 6 (six) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk will take place, tenderers are to note: • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.
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	Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	12:00pm on 09 June 2023 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

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



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

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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



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- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on **T2.2-20**], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
 - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information.



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The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

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

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

T1.2 TENDER DATA

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

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

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

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

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

C.1.4	The Employer's agent is:	Strategic Sourcing Specialist
	Name:	Lungisani Philani Khatheni
	Address:	Transnet Port Terminals 202 Anton Lembede Street Durban 4000
	Tel No.	081 356 2448
	E – mail	Lungisani.Khatheni@transnet.net

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

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

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

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

2. Stage Two – Technical Pre-qualification Criteria:
Equipment Certification: Type Approval Certificate

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

3. Stage Three – Functionality

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70** points.

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: TPT/2022/09/1103/12750/RFP

The Tender Description: for the supply & installation of static rail weighbridge to Transnet SOC Ltd (Reg.No.1990/000900/30) operating as Transnet Port Terminals hereinafter referred to as "TPT" at the Bulk Terminal of Saldanha.

Documents must be marked for the attention of:

Employer's Agent:

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

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

Time: **12:00pm** on the **09 June 2023**

Location: The Transnet e-Tender Submission Portal:

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

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. Proof of registration on the Central Supplier Database;
4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **70**

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
Technical & Operational			
T2.2-03 Method Statement The Tenderer is required to demonstrate their previous experience in installation and on-site verification of rail weighbridges. The Tenderer shall supply at least three (3x) references of existing or previous customers, after the new Act (2014) came into place, at which such work was undertaken and completed. Information of each client should be	Valid references submitted for 3x (three) different clients within the stipulated minimum period	25	25
	Valid references submitted for 2x (two) different clients within the stipulated minimum period	16	
	Valid reference submitted for 1x (one) client within the stipulated minimum period	12	
	The methodology/approach and work alignment to the project schedule is generic and not tailored to address the specific project objectives and methodology	4	

provident on a signed company's letterhead, which should contain the following information: • Project name & high-level description of the work • Clients name, project duration & date of completion. • Client contact detail	The Tenderer has submitted no information	0	
T2.2-04 Previous Experience The Tenderer is required to demonstrate their previous experience in installation and on-site verification of conveyor belt scales. The Tenderer shall supply at least three (3x) references of existing or previous customers, after the new Act (2014) came into place, at which such work was undertaken and completed. Information of each client should be provident on the signed company's letterhead, which should contain the following information: • Project name & high-level description of the work • Clients name, project duration & date of completion. • Client contact details	Valid references submitted for 3x (three) different clients within the stipulated minimum period	25	25
	Valid references submitted for 2x (two) different clients within the stipulated minimum period	20	
	Valid reference submitted for 1x (one) client within the stipulated minimum period	10	
	No valid references submitted, or references submitted not within the stipulated minimum period	0	



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Quality Control			
T2.2-05 Quality Control Plan Tenderer to provide a Quality Control Plan which corresponds to the scope of work and outlines the proposed hold points related to the works and programme.	Valid ISO 9001:2008 Certification has been provided or valid ISO 9001:2015 Certification has been provided	20	20
	No valid ISO 9001:2008 Certification has been supplied or no valid ISO 9001:2015 Certification has been provided	0	
Project Programme			
T2.2-06 Delivery Programme Tenderers to submit execution programme/schedule associated with the activities of executing the work. A level 4 schedule/programme is required. Tenderers to provide breakdown of the following activities from contract award to project hand-over: - Breakdown activities on procuring of the material - Breakdown activities on shipping/transporting material to site. - Breakdown activities on site preparation and occupation. - Breakdown activities on assessment of the existing scales.	Level 4 programme/schedule has been submitted	30	30
	Level 3 programme/schedule has been submitted.	20	
	Level 2 programme/schedule has been submitted.	10	

- Breakdown activities on the installation of the new scales. - Breakdown activities on calibration and verification of the new scales. - Breakdown activities on testing (troubleshooting) and commissioning of the new scales.	Level 1 programme/schedule has been submitted	0	
Maximum possible score for Functionality			100

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

- T2.2-03 Method Statement
- T2.2-04 Previous Experience
- T2.2-05 Quality Control Plan
- T2.2-06 Delivery Programme

Each evaluation criteria will be assessed in terms of scores allocated above.

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

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

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- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

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

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

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

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

the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional

and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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



T2.1 List of Returnable Documents

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

T2.2-01 Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:

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

T2.2-02 Stage Two – Technical Pre-qualification Criteria:

Type approved, calibrated and verified equipment in compliance with the NRCS

requirements: Proof of Conveyor Belt Scales Type Approval in the form of Type Approval Certificate.

2.1.2 Stage Five: The following schedules will be utilised for evaluation purposes:

- T2.2-03 **Evaluation Schedule:** Method Statement
- T2.2-04 **Evaluation Schedule:** Previous Experience
- T2.2-05 **Evaluation Schedule:** Quality Control Plan
- T2.2-06 **Evaluation Schedule:** Delivery Programme

2.1.3 Returnable Schedules:

General:

- T2.2-07 Authority to submit tender
- T2.2-08 Record of addenda to tender documents
- T2.2-09 Letter of Good Standing
- T2.2-10 Risk Elements
- T2.2-11 Availability of equipment and other resources
- T2.2-12 Agreement in terms of Protection of Personal Information Act (POPIA)
- T2.2-13 Capacity and Ability Delivery Schedule
- T2.2-14 Technical Back-up Support
- T2.2-15 Site Establishment
- T2.2-16 Assembly Site Requirements

Agreement and Commitment by Tenderer:

- T2.2-17 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-18 Non-Disclosure Agreement
- T2.2-19 RFP Declaration Form
- T2.2-20 RFP – Breach of Law



T2.2-21 Certificate of Acquaintance with Tender Document

T2.2-22 Service Provider Integrity Pact

T2.2-23 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

T2.2-24 Insurance provided by the Contractor

T2.2-25 Form of Intent to provide a Performance Guarantee

T2.2-26 Foreign Exchange requirements (if applicable)

T2.2-27 Forecast Rate of Invoicing

T2.2-28 Three (3) years audited financial statements

T2.2-29 Guarantees

1.3.3 Transnet Vendor Registration Form:

T2.2-30 Transnet Vendor Registration Form

T2.2-31 SBD1 Form

T2.2-32 SBD9

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions

2.5 Activity 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

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

**For and on Behalf of the
Employers Agent.**

Date

ELIGIBILITY CRITERIA**T2.2-02: Equipment Certification****Valid Equipment Certification (Type Approval Certificate) to be attached to the tender**

The tenderers are required to provide Type approved, calibrated and verified equipment in compliance with the NRCS requirements.

By signing this document, the tenderer confirms that they have attached the valid and relevant Type Approval Certificate.

All Tenderers are required to fully comply with the eligibility criteria in-order to proceed to technical scoring evaluation. Tenderers are therefore required to submit a proof of existing equipment type approval being in place, in the form of a Type Approval Certificate.

NB: Failure to submit the above requested valid documents will lead to disqualification of Tenderers.

Score	Equipment Certification (NRCS)
YES	The tenderer has submitted a valid Type Approval Certificate as proof of the relevant equipment being certified in compliance with the NRCS requirements.
NO	The tenderer failed to address the question / issue. Has not submitted the required information.

Signed _____ Name _____ Position _____ Date _____

Tenderer _____

T2.2-03: Evaluation Schedule: Method Statement

Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

Tenderers must submit a Method Statement, which corresponds to the Scope of Work and provides specific instructions on how the Tenderers will perform the related works safely and is in line with the scope, outlining the proposed methodology and covering each of the main scope activities.

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- Order and timing of the audits, inspection and design milestones that will take place in order to provide the *Works*.
- Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.

or

In addition to general methodology for the project please provide specific information for the following points:

1. Installation of new weighbridge;
2. Verification of weighbridge;
3. Testing, training and commissioning;

Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below, and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an "acceptable" score should they not provide the information as required in this Returnable.

The methodology/approach should be specifically tailored to address the specific project objectives.

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

Score 0	The Tenderer has submitted no information
Score 4	The methodology/approach and work alignment to the project schedule is generic and not tailored to address the specific project objectives and methodology.
Score 12	The methodology/approach is generic and not tailored to address the specific project objectives and methodology. One (1) activity is covered on the method statement.
Score 16	Satisfactory response/solution to the particular aspect of the requirement and evidence is given that the stated employer's requirements will be met. Two (2) activities are covered on the method statement.
Score 25	The methodology/approach is specifically tailored to address the specific project objectives and methodology is sufficiently flexible to accommodate changes that may occur during execution. The methodology/approach to manage the activities is specifically tailored to the critical characteristics of the project. Three (3) activities are covered on the method statement.

TRANSNET PORT TERMINAL

TENDER NUMBER: TPT/2022/09/1103/12750/RFP

DESCRIPTION OF THE WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREIN AFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA, AS A ONCE OFF SUPPLY.



T2.2-04: Evaluation Schedule – Previous Experience

The Tenderers are required to demonstrate their previous experience in installation and on-site verification of rail weighbridges. The Tenderer shall supply references of existing or previous customers, after the new Act (2014) came into place, at which such work was undertaken and completed. Information of each client should be provided on the signed company's letterhead, which should contain the following information:

- Project name & high-level description of the work
- Clients name, project duration & date of completion.
- Client contact details

The scoring of references will be as follows:

Score 0	No valid references submitted or references submitted not within the stipulated minimum period.
Score 10	Valid reference submitted for one (1) client within the stipulated minimum period.
Score 20	Valid references submitted for two (2) different clients within the stipulated minimum period.
Score 25	Valid references submitted for three (3) different clients within the stipulated minimum period.

Index of documentation attached to this schedule:

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T2.2-05: Evaluation Schedule – Quality Control Standards

Tenderers must provide a quality controlling document for quality management that is used as a set of quality management standard under ISO 9001. This standard should be based on quality management principles including a strong customer focus, the motivation and implication of top management, process approach and continuous improvement.

Tenderers are therefore, required to supply valid ISO 9001:2008 or valid ISO 9001:2015 Certification.

Attached submissions to this schedule:

.....

.....

.....

The scoring of the Quality Control Standard will be allocated as per above.

Score 0	No valid ISO 9001:2008 Certification has been supplied or No valid ISO 9001:2015 Certification has been provided.
Score 20	Valid ISO 9001:2008 Certification has been provided or valid ISO 9001:2015 Certification has been provided.

T2.2-06: Evaluation Schedule: Delivery Programme

Note to tenderers:

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Primavera or any other compatible software.

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

The tenderer shall provide the proposed programme, at a minimum **Level 4** showing but not limited to the following:

- The Programme must clearly support and demonstrate alignment to the **Method Statement** as contained in T2.2-06 List of Returnable
- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site; submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

Tenderers to submit detailed execution programme/schedule associated with the activities of executing the work. A detailed level 4 schedule/programme is required. Tenderers to provide breakdown of the following activities from contract award to project hand-over:

The Delivery Programme submitted by the Contractor should also provide breakdown of the following activities from contract award to project hand-over:

- Breakdown activities on Procuring of the material
- Breakdown activities on shipping/transporting material to site
- Breakdown activities on site preparation and occupation
- Breakdown activities on the installation of the new weighbridge.
- Breakdown activities on Calibration and Verification of the new weighbridge.
- Breakdown activities on of testing (trouble shooting) and commissioning of the new weighbridge.

The scoring of the Programme will be as follows:

Score 0	Level 1 programme/schedule has been submitted
Score 10	Level 2 programme/schedule has been submitted
Score 20	Level 3 programme/schedule has been submitted
Score 30	Level 4 programme/schedule has been submitted

Attachment A: Electronic Copy of Programme

Attachment B: Hard Copy of Programme

T2.2-07: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

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

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

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

Attach additional pages if more space is required.

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

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

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

Name of Company/Members of Joint Venture:

.....
.....
.....
.....
.....
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Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

[illegible]

Part T2: Returnable Schedules

T2.2-10: Risk Elements

[illegible]

T2.2-12 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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



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

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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



YES	
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NO	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....(Pty) Ltd

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/09/1103/12750/RFP

DESCRIPTION OF THE WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

T2.2-13: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

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

A schedule detailing the following:

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

Index of documentation attached to this schedule:

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TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/09/1103/12750/RFP

DESCRIPTION OF WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

T2.2-14: Technical Back-up and Support

Note to tenderers:

The Tenderer must give a signed undertaking, clearly stating what technical support would be available from him after Completion, irrespective of whether a maintenance contract is entered into with the Tenderer or not.

Undertaking given in regards to after-sales technical back-up and support:

T2.2-15: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/09/1103/12750/RFP

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T2.2–16: Assembly site requirements

If are required to be assembled on site, then the tenderer must state his assembly site requirements here, including the following:

- Assembly site area required (m²) and special requirements.
- Site laydown area required (m²) and preferred proximity to the assembly site.
- Estimated electricity usage per month, including average usage and peak demand
- Estimated water consumption per month, including average usage and peak demand
- Special requirements on site like hard standing or concrete beams, regarding access, etc.

T2.2-17 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

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

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

SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

YES		NO	
-----	--	----	--

[illegible]

.....

.....

.....



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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process

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

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

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder



T2.2-18 NON-DISCLOSURE AGREEMENT

[..... 2020]



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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:



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

2. CONFIDENTIAL INFORMATION

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



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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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



7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

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

Signed

Date

Name

Position

Tenderer



T2.2-19: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

[Respondent to indicate if this section is not applicable]

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-23 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.

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

T2.2-20: 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 tendering process, should that person or company have been found guilty
of a serious breach of law, tribunal or regulatory obligation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-21 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

T2.2-22 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP 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 and shall be deemed as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.

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

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider/Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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

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

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

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National

Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on

which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

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

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

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

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

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

Signature

Date

T2.2-23 : Supplier Code of Conduct

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

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

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

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

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

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

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

-
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or

- Gain an improper advantage.

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

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

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

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

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

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

 Signature



T2.2-24: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
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 R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

T2.2-25: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor
(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-26: Foreign Exchange Requirements

If Secondary Option X3 is included in the *conditions of contract* of the NEC3, the Tenderer to provide detailed breakdown of items that will have a foreign exchange implication.

Justification and full details supporting foreign currency requirements to be appended to this Schedule.

Items & activities	Currency	Bank	Maximum payment

The *exchange rates* to be used are stated in the Contract Data provided by the *Employer*.

It is expected that the percentages of foreign currency or currencies quoted are realistic and that they adequately reflect the overall foreign component of cost.

Due to the introduction of International Financial Reporting Standards IS32 and IS39, the *Employer* may not be able to accommodate a tenderer's requirements in full or at all.

T2.2-27: Forecast Rate of Invoicing

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

Index of documentation attached to this schedule:

T2.2-28: Three (3) years audited financial statements

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

T2.2- 29: Guarantees

Note to tenderers:

The tenderer is required to indicate on the schedule what guarantee period is offered for each of the items listed, and also as much detail as possible on the extent of the guarantee. The tenderer is encouraged to offer any other value adding element related to guarantees and technical backup, like preferential customer status that the Purchaser will be afforded, preferential pricing and / or delivery that would be applied for purchasing of spares by the Purchaser, etc. The tenderer must also clearly indicate what technical support would be available from him after completion.

Item	Guarantee Offered	Description of Guarantee
Other Value Adding Services / Support Offered		

T2.2-30 SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) 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 take 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. These EME sworn affidavits must be accepted by the . Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipic.co.za.

The B-BBEE Commission said "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

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). 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. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issues by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

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						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

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	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

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.				

Most recent Financial Year's Annual Turnover	<R10Million EME	>R10Million <R50Million QSE	>R50Million Large Enterprise
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Does your company have a valid proof of B-BBEE status?			Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)			1	2	3	4	5	6	7	8	9
Majority Race of Ownership											
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership					



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/09/1103/12750/RFP

DESCRIPTION OF THE WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			
Please Note: Please provide proof of B-BBEE status as per Appendix C and D: - Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency; - EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively; - Black Disabled person(s) ownership will only be accepted if accompanied with 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 An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes. In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.	YES ☐ NO ☐
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT PLAN Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).	YES ☐ NO ☐
DEVELOPMENT PLAN DOCUMENT	YES ☐ NO ☐

Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company).	*If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES ☐ NO ☐
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES ☐ NO ☐
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES ☐ NO ☐
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	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	

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 QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

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 authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
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 naturalisation- 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;"

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

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 Female 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 Designated Group 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,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/09/1103/12750/RFP

DESCRIPTION OF THE WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of _____, the annual Total Revenue was between

R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

- Please confirm on the table below 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

Signature & stamp

APPENDIX D**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

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 authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

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 naturalisation- 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;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

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 Female 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 PORT TERMINALS

TENDER NUMBER: TPT/2022/09/1103/12750/RFP

DESCRIPTION OF THE WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

- The Enterprise is _____% Black Designated Group 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,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/09/1103/12750/RFP

DESCRIPTION OF THE WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

10. Central Supplier Database (CSD) Summary Registration Report.		
--	--	--

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2022/09/1103/12750/RFP
DESCRIPTION OF THE WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS
HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

T2.2-31: SBD1 Form

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE BELOW REQUIREMENTS:

BID NUMBER:	TPT/2022/09/1103/12750/RFP	CLOSING DATE:	09 JUNE 2023	CLOSING TIME:	12:00pm
DESCRIPTION	FOR THE PROVISION & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA				

BID RESPONSE DOCUMENTS MAY BE SUBMITTED ON THE TRANSNET E-TENDER SUBMISSION PORTAL

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

- ☐ Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- ☐ Submit bid documents by uploading them into the system against the tender selected.

PRIOR THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

AFTER THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Lungisani Khatheni	CONTACT PERSON	Phumza Lehlohla
TELEPHONE NUMBER	0813562448	TELEPHONE NUMBER	031 308 8144
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Lungisani.khatheni@transnet.net	E-MAIL ADDRESS	Phumza.Lehlohla@transnet.net

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2022/09/1103/12750/RFP
DESCRIPTION OF THE WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO
TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS
HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]
	☐ Yes ☐ No		☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
NO ☐ YES ☐

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
YES ☐ NO ☐

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
NO ☐ YES ☐

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
NO ☐ YES ☐

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

T2.2-32: SBD 9

SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/09/1103/12750/RFP

DESCRIPTION OF THE WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/09/1103/12750/RFP

DESCRIPTION OF THE WORK: FOR THE SUPPLY & INSTALLATION OF STATIC RAIL WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

- c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

C1.1: Form of Offer & Acceptance

Offer

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

TITLE OF THE CONTRACT: FOR THE SUPPLY & INSTALLATION OF STATIC WEIGHBRIDGE TO TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

The tenderer, identified in the Offer signature block, has

<i>either</i>	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.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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



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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect 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 *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____

PART 2: PRICING DATA

Document reference	Title	No of pages
	Cover Page	1
C2.1	Pricing instructions: Option A	3
C2.2	Activity Schedule	1

C2.1 Pricing instructions:

1. The *conditions of contract*

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

Clause 11 in NEC3 Supply Contract, April 2013(SC3) core clauses states:

Identified and defined terms	11	
	11.2	(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 <i>price schedule</i> 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 <i>Supplier</i> has completed, where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, plus, other amounts to be paid to the <i>Supplier</i> , less amounts to be paid by or retained from the <i>Supplier</i> .
		Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> 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 SC3 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 fulfil 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 SC3 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.

Mandatory Returnable

C2.2 Price Schedule

C.2.2.1 Option 1

The Purchaser's Price Schedule is listed below and is a summation of the Tenderers price Schedule.

The Employer requires at least the following activities to be priced. Each activity must be priced individually.

The price reflected below must be fixed and firm. Failure to provide a fixed and firm price will declare the Contractor nonresponsive.

It is Transnet's preference to enter into a Rand based contract, where the contractor will hedge the Foreign exchange (FX) risk exposure on their balance sheet at a cost acceptable to Transnet by verifying cost of hedging with Transnet Treasury before hedge execution by the contractor.

Should this not be possible, and should it be required that the Employer hedge the FX risk, the Contractor will be required to re-imburse the Employer for any hedging related costs (losses that arise due to the moving of hedges), in the event that a payment cannot take place on the hedged date due to the Contractor.

For any supply items, it is Transnet's preference to enter into a contract on a DDP (Incoterms 2010, Port of Cape Town) basis. However, a DAP (Incoterms 2010, Port of Cape Town) will be accepted, provided the contractor agrees to reimburse the Employer in respect of any additional costs to be incurred as a result of choosing the DAP Incoterms 2010, e.g., Customs VAT, cargo

Item	Activity Description	Quantity	Total Price	Payment Terms
1.2.1	OFFER			
1.2.1.1	The provision one (1) static rail weighbridge for verification of the belt scales.	1		100% payment on handover of the static rail weighbridge
1.2.1.2	Installation, testing (calibration and verification) and commissioning of the static rail weighbridge.	1		100% Payment on completion of the works
1.2.1.3	Provision of test weights and related equipment for calibration and verification of the rail weighing scales, to be stored on site for future calibration and verification.	lot		100% Payment on completion of the works
1.2.1.4	Training of personnel on the operation and maintenance of the scales.	lot		100% Payment on completion of training
1.2.1.5	Integration of the scales (where applicable) with existing operations, equipment and automation environment.	lot		100% Payment on completion of the works
1.2.1.6	Provision of certificates, documents, drawings, operation and maintenance manuals in native electronic and hard copy formats. Electronic drawings should be issued as DWG and PDF.	lot		100% Payment on completion of the works

Total Price to be carried over to the Form of Offer & Acceptance C2.1 _____

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminal Iron Ore Harbour, Bulk Terminal Port of Saldanha
10.1	The <i>Project Manager</i> is: (Name)	Marks Pita
	Address	Transnet Port Terminal Iron Ore Harbour, Bulk Terminal Technical Building Port of Saldanha, 7395
	Tel	022 703 4242
	e-mail	Marks.pita2@transnet .net
10.1	The <i>Supervisor</i> is: (Name)	Tony Mhondiwa
	Address	Transnet Port Terminal Iron Ore Harbour, Bulk Terminal Technical Building Port of Saldanha, 7395
	Tel No.	022 703 4928
	e-mail	Tony.mhondiwa@transnet.net
11.2(13)	The <i>works</i> are	Supplying and installation of four typed approved, calibrated & verified conveyor belt scales in the Saldanha Iron Ore Bulk Terminal
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The <i>boundaries of the site</i> are	Port of Saldanha
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3 Scope of Works and all other documents as referenced
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.



13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <i>Contractor's</i> main responsibilities	Installation, verification & calibration of the type approved scales in-accordance to the National Regulator for Compulsory Specifications (NRCS) standards and requirements.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	To be advised	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Type approved scales	To be advised
		2 Adherence to NRCS	To be advised
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 After Award	To be advised
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	To be advised	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.	



43.2	The <i>defect correction period</i> is	2 weeks
	<i>except that the defect correction period for</i>	A defect which constrains the machines safe operating or operating capacity to 50% or less is 5 day
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time and these measurements: Wind velocity exceeding 40km/h for a minimum duration of 4 (four) continuous hours shall be a compensation event based on accurate records verified by the supervisor
	The place where weather is to be recorded (on the Site) is:	On site at Saldanha Terminal

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

Saldanha Weather Station

and which are available from:

South African Weather Service 012 367 6023
or info3@weathersa.co.za.

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	No additional risks are accepted by the Employer other than those which are provided for in this contract
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	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
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) 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	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.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1

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

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

The *Contractor* provides these additional Insurances

1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected

- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.**
- 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
- 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**



7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.

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

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

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract

10 Data for main Option clause

A Priced contract with Activity Schedule

No additional data is required for this Option.

11 Data for Option W1



W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	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	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the arbitration procedure does not state who selects an arbitrator, is	
X7	Delay damages used together	
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	0,1% of the value of the Main Works per day. Capped at 7,5%
X13	Performance bond	
X13.1	The amount of the performance bond is	5% of the total of the Prices
X16	Retention	



X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil The deductible of the relevant insurance policy
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The cost of correcting the Defect
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The Total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	5 years after Completion of the whole of the works
X18.5	The <i>end of liability date</i> is	
Z	<i>Additional conditions of contract are:</i>	
Z2	Additional clause relating to Performance Bonds and/or Guarantees	
Z2.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.	



Z3 Additional clauses relating to Joint Venture

Z3.1

Insert the additional core clause 27.5

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

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

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



iii. Identification of the roles and responsibilities of the constituents to provide the Works.

- Financial requirements for the Joint Venture:

iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z3.2

Insert additional core clause 27.6

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

Z4 Additional obligations in respect of Termination

Z4.1

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)



Z4.2	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"
Z4.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z5	Right Reserved by the Employer to Conduct Vetting through SSA	
Z5.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations: 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z6	Additional Clause Relating to Collusion in the Construction Industry	
Z6.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.



TRANSNET PORT TERMINALS

CONTRACT NUMBER: TPT/2022/09/1103/12750/RFP

DESCRIPTION OF THE WORKS: FOR THE SUPPLY & INSTALLATION OF STATIC WEIGHBRIDGE TO
TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS
HEREINAFTER REFERRED TO AS "TPT" AT THE BULK TERMINAL OF SALDANHA

Z7 Protection of Personal Information Act

Z7.1

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	



		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62	in	The percentage for design overheads is	%	
SSCC				
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		
SSCC				

C3.1 EMPLOYER'S WORKS INFORMATION

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1 DESCRIPTION OF THE WORKS

1.1 Background

The Bulk Terminal in the Port of Saldanha, located on South Africa's West Coast, is dedicated to the export of iron ore. The Port's rail link to the Sishen, Kolomela and Khumani iron ore mines in the Northern Cape, makes it the ideal gateway for exporting seaborne iron ore to international customers. Infrastructure at Saldanha's Bulk Terminal (BTS) comprises of two rotary tandem tipplers, four stacker/reclaimers, two ship loaders and 25 conveying systems, providing the terminal with the capacity to offload 10 000 t/h onto a vessel.

This bulk material handling infrastructure needs to be compliant with South African legislation and the flow of product needs to be accurately measured to ensure that clients are billed correctly with a credible system as regulated by the National Regulator for Compulsory Specifications (NRCS). The applicable legislation that should be complied with is the **Legal Metrology Act, 2014**, hereafter referred to as the "Act" or "LM Act". The Act applies to measurable products and services, measurements in trade, health, safety and the environment and measuring instruments used for a prescribed purpose.

In 2014, when the Act was updated, the NRCS conducted an audit on measuring instruments used by the terminals for trade purposes (i.e. billing customers) and non-compliance was found. The NRCS instructed that the use of draft surveys that are utilised by the terminals for measuring product loaded onto a vessel is illegal; there are concerns with the inherent uncertainties of draft surveys. The NRCS requested that Transnet Port Terminals (TPT) use approved measuring instruments that are compliant with the Legal Metrology Act (LM Act) for trade purposes. All measuring instruments used by TPT for a prescribed purpose needs to be type approved, calibrated and verified in terms of the LM Act and applicable regulations.

Upon request by the NRCS, Transnet Port Terminals developed a strategy and action plan for replacing non-compliant measuring instruments with type approved instruments that can be verified. The strategy developed was for each terminal to procure and install new measuring instruments, whilst removing the existing non-compliant instruments through the capital budget. The expected outcome is a reliable measuring system that complies with the LM Act, applicable regulations and NRCS requirements.

1.2 Employer's Objectives

The *Employer* (Transnet Port Terminal) requires the works in this document to be executed as such that it will **ensure compliance** to the LM Act, applicable regulations and NRCS requirements.

Further objectives include minimal impact on operations – work to be executed during maintenance windows or annual maintenance shut down, as far as reasonably practical. The system should also be set up in such a way that in-service checks, calibration and verification of the measuring instruments will have minimal to zero impact on operations. There should ideally be no delays except for standard stoppages.

The work should be executed within the defined project timelines as far as possible. The overall measuring and billing system (hardware and software) should be robust, accurate and reliable; compliant to the LM Act, applicable regulations and NRCS requirements. This work will be required to be done and completed within 24hrs per occupation for scale installation with the contractor required to work 24/7 to complete occupation work. During occupation the contractor will be required to have sufficient teams on site to complete installation of 1 Belt Scale at a time and 1 Rail Weighbridge at a time.

In the event of failure of the master conveyor belt scale there should be automatic and seamless switchover to one of the two other scales, as to avoid loss of measuring data and operations stoppages. Defects on one of the scales should not disrupt loading/off-loading.

The system should be suitable and robust to operate in the BTS environment, loading rates, etc. Disputes over actual volumes loaded cannot be afforded. Data capturing and certification of loaded freight shall comply with NRCS, BTS and relevant international standards.

Further objectives include design and implementation in line with best practice; a system that is safe to operate and maintain; cost effective design and operation; low maintenance; availability of spares; easily maintainable and verifiable.

1.3 Interpretation and Terminology

The following abbreviations are used in this Works Information:

Table 1: Abbreviations

Abbreviation	Meaning given to the abbreviation
BTS	Bulk Terminal Saldanha
HAZOP	Hazard and Operability Study
JSA	Job Safety Analysis
Native	Original electronic file format of documentation
PHA	Preliminary Hazard Assessment
PSSM	Project Site Safety Manager
QA	Quality Assurance
SANS	South African National Standards
SHE	Safety, Health and Environment
SIP	Site Induction Programme
SMP	Safety Management Plan

1.4 Integration and Process Flow

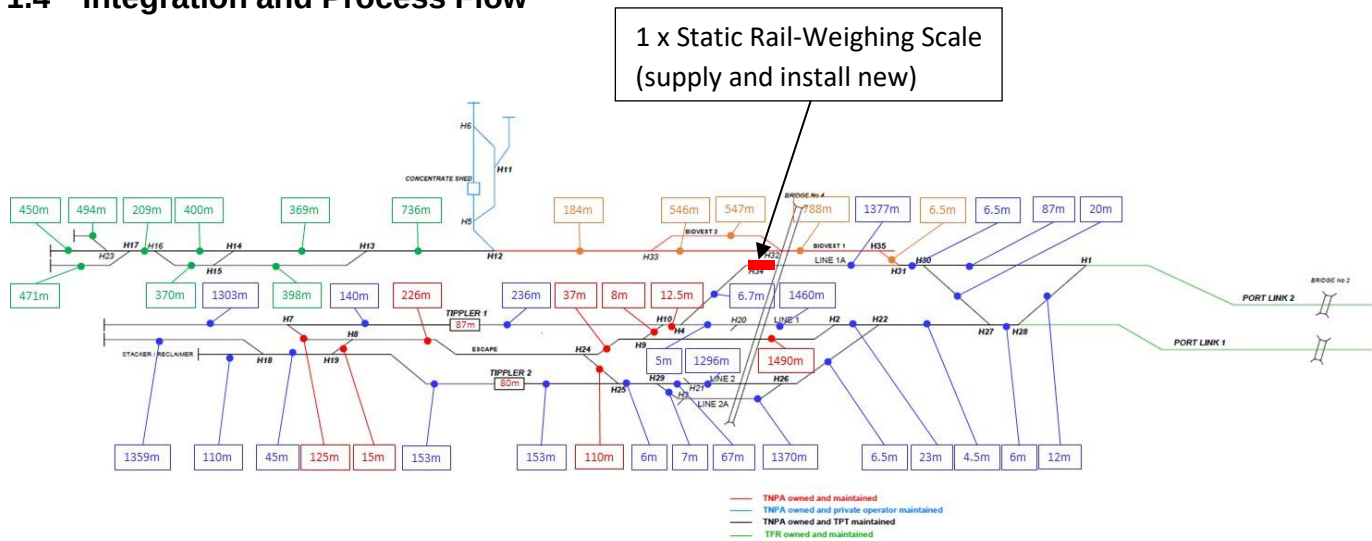


Figure 1: Transnet Port Terminal Rail Network (showing proposed general locations of new equipment)

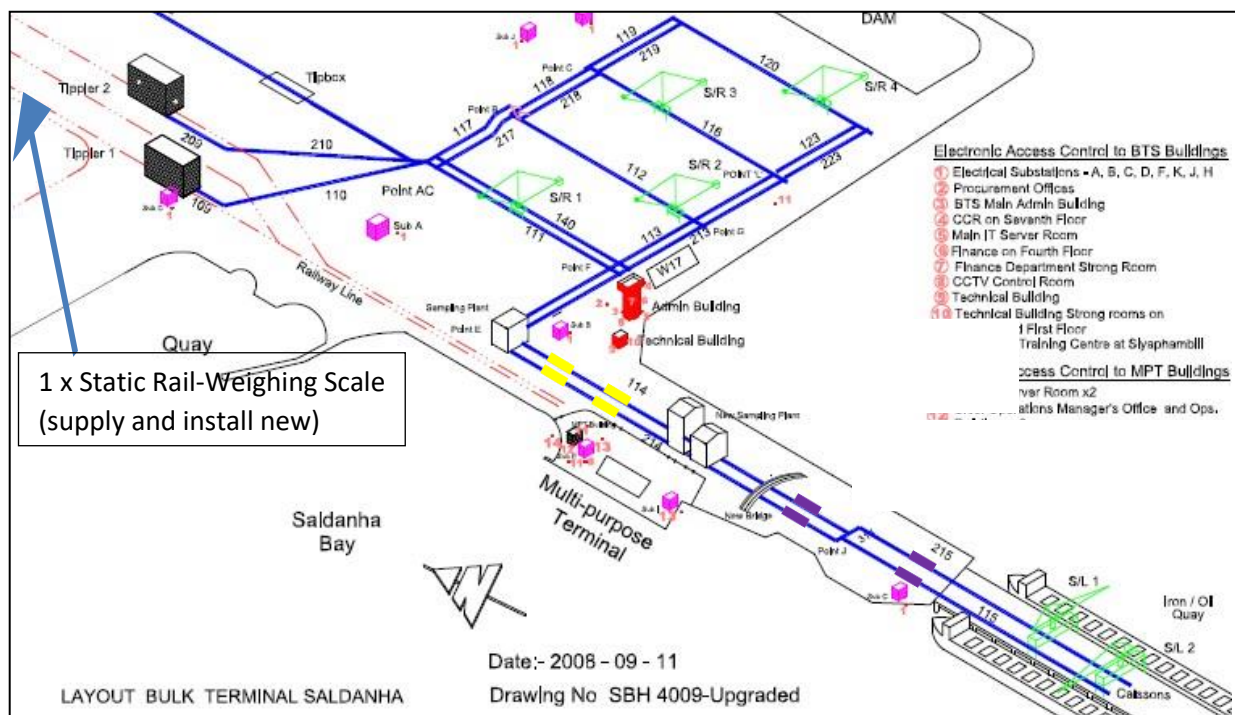
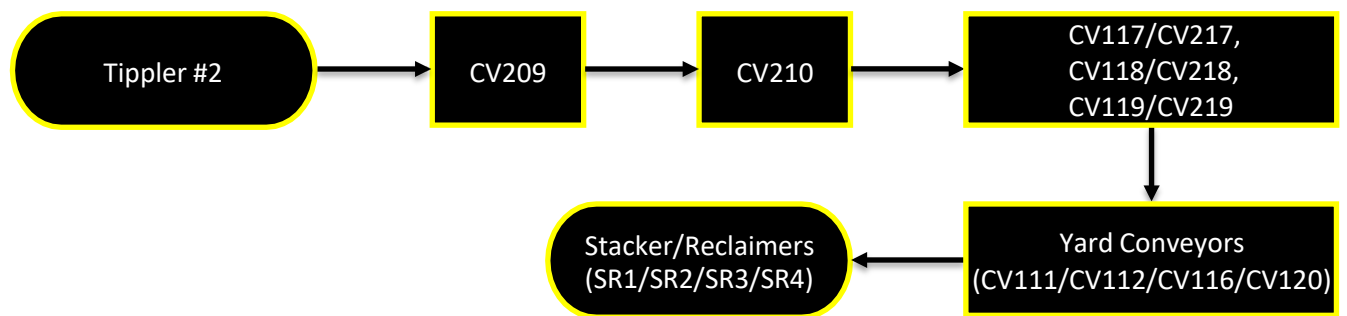
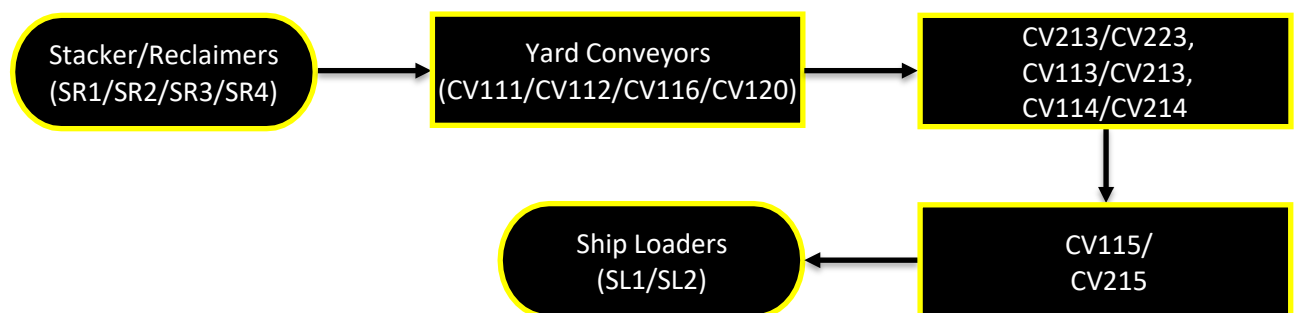


Figure 2: Transnet Port Terminal Plant Layout (showing proposed general locations of new equipment)

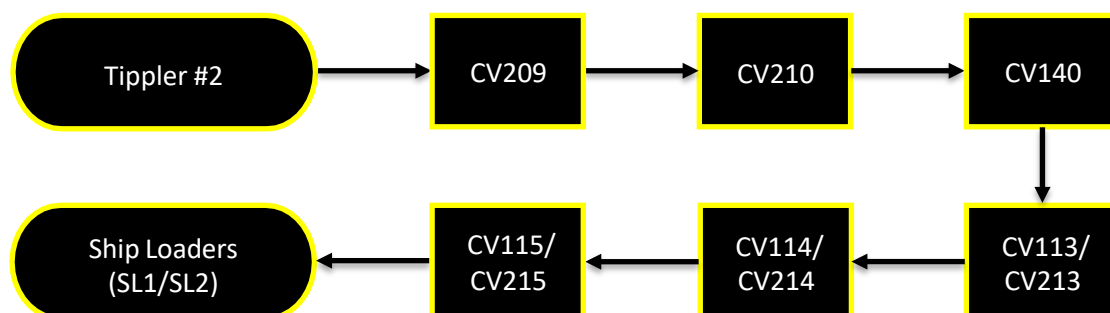
Stacking / Stockpiling (Tippler 2 to Stackers)



Reclaiming / Exporting (Stackers to Ship Loaders)



Direct Loading / Exporting (Tippler 2 to Ship Loaders)



1.5 Existing Infrastructure and Equipment

1.5.1 Wagons & Rail

The types of locomotives, wagons and other rail vehicles used at the Port shall be catered for in the design and equipment selection. See drawings in Annexure A. Iron ore rakes approaching the Tippers consist of 114 wagons (CR13/CR14) pulled by a diesel locomotive. Each wagon has a tare weight of approximately 20 tons and are loaded with approximately 100 tons of iron ore. The maximum wagon axle load is 30 tons per axle. Rails are designed to support 60kg/m, with a gauge of 1065mm, sleeper spacing of 650mm and ballast rate of 1600m³/km supplied in accordance with Transnet's S406 Specification. The escape lines consist of 48kg/m rails with the associated specifications.

1.5.2 Tipplers

The Bulk Terminal of Saldanha (BTS) has two dual tandem rotary tipplers to unload iron ore from train wagons (collectively called the rake). A Positioner is used to position the wagons in the Drum. The Drum rotates to unload the iron ore into Hopper Bins below the Drum. Apron Feeders control the flow of iron ore from the Hoppers onto the conveyor belts.

1.5.3 Conveyors

Conveyor belts are used to transport various grades of iron ore from the Tipplers to the Stacker/Reclaimers for stacking onto stockpiles, which is then reclaimed by the Stacker/Reclaimers at a later stage and transported via the conveyor belts to the Ship Loaders for offloading onto the vessels for export. See Annexure B for conveyor design data of the conveyors on which new scales need to be installed. This includes Conveyor (CV) 114, CV214, CV115 and CV215.

1.5.4 Stacker Reclaimers

The Bulk Terminal of Saldanha has four Stacker/Reclaimers that are used to stack iron ore received from the Tipplers onto the various stockpiles and reclaim the iron ore at a later stage for export to the Ship Loaders. The Stacker/Reclaimer routes can also be used for direct loading between the Tipplers and the Ship Loaders.

1.5.5 Ship Loaders

The Bulk Terminal of Saldanha has two Ship Loaders that receive iron ore directly from the Tipplers or from the Stacker/Reclaimers that are then loaded onto vessels for export.

1.5.6 Verification

Transport Port Terminals Saldanha currently has no existing type approved equipment that can be used for verification. Installation of a type approved static rail weighbridge with associated equipment forms part of this project and will be used for verification purposes.

1.6 Scope of Works

1.6.1 Scope Summary

The full scope of this project consist of three (3) work packages namely:

- **Work Package 1:-**Supplying & installing four (4) Conveyor Belt Scales.
- **Work Package 2:-**Supplying & Installing one (1) Static Rail Weighbridge
- **Work Package 3:-**Engineering and Construction Management (ECM) for SCADA Integration.

This document outline Work Package 2:

1.6.2 **Work Package 2:-Supplying & installing one (1) Static Rail Weighbridge**

- The provision one (1) **static rail weighbridge** for verification of the belt scales.
- **Installation, testing** (calibration and verification) **and commissioning** of the static rail weighbridge.
- Provision of **test weights and related equipment** for calibration and verification of the rail weighing scales, to be stored on site for future calibration and verification.
- **Training of personnel** on the operation and maintenance of the scales.
- **Integration** of the scales (where applicable) with existing operations, equipment and automation environment.
- Provision of **certificates, documents, drawings, operation and maintenance manuals** in native electronic and hard copy formats. Electronic drawings should be issued as DWG and PDF.
- The successful *Contractor(s)* shall obtain **NRCS approval** of installation, maintenance and testing methodologies and schedule, and the control & administration system to ensure compliance prior to submission of tender.
- The successful *Contractor(s)* shall obtain **NRCS approval** for the methodology prior to submission of tender.

(a) General Requirements

The complete static weighbridge system, inclusive of rail sections, digital integrators, load cells, etc. shall be type approved, suitable for the measuring of rail wagons (empty or loaded with iron ore / weights) to the correct accuracy. The system will be used to certify test wagons that will be transported via rail to the Tiplers for the throughput test for verification of the conveyor belt scales [Work Package 1] on the export conveyors. The *Contractor* shall ensure that the system provided and installed is suitable, verifiable and compliant to the LM Act, applicable regulations (e.g. SANS 689) and NRCS requirements. The system shall be integrated with the existing rail operations.

On an annual basis, the mines and Transnet Freight Rail (TFR) make use of test wagons that are certified at the mine's static rail weighbridge to verify the in-motion rail weighing scales on the rail network leading to the Port of Saldanha. The last in-motion rail weighing scale (owned by TFR) is at Kilometre 6, which is in close proximity to the Port of Saldanha. It is TPT's intention to use the static rail weighbridge to certify the same set of wagons for a similar process to verify the conveyor belt scales [Work Package 1] that will be used to bill customers.

(b) Foundations, Ballast & Sleepers (Perway)

The *Contractor* shall make provision for all foundations, ballast, sleepers, etc. required for the proper installation of the static rail weighbridge system and these shall meet the relevant Transnet specifications and standards, whilst ensuring the complete system, stability and accuracy thereof will be compliant to the LM Act, regulations and NRCS requirements.

(c) Rail Sections

The rail sections provided and installed by the *Contractor* shall be suitable for the application, compliant to the relevant Transnet standards, whilst ensuring the complete system, stability and accuracy thereof will be compliant to the LM Act, regulations and NRCS requirements. Installation shall be according to the Transnet and other relevant specifications. The rails shall also meet at least the same standard as the existing rails.

(d) Digital Integrator and Instrumentation

- New digital integrators shall be supplied and installed, with the required instrumentation i.e. load cells, which shall all be type-approved for the application, and ensure compliance to the LM Act, applicable regulations and NRCS requirements.
- All electrical and electronic equipment shall be housed in suitable enclosures as per Transnet Specifications (see Table 4) and other relevant standards. The enclosures also need to be supplied and installed by the *Contractor*, including the civil works required for mounting the enclosure.
- All electrical and communication cabling shall be supplied and installed by the *Contractor*. Cable routing and suitable cable management systems shall form part of the *Contractor's* scope, i.e. trenching, cable trays and/or ducting where required. For the purpose of routing the electrical cabling to the weighbridge location, it is expected that new trenching with conduit/sleeves (installed by the *Contractor*) will be used adjacent to the railway. Exact distances and specific cable management requirements shall be determined on site during the site visit, and are dependent on the final, most suitable position of the static rail weighbridge. The estimated distance to the weighbridge is up to approximately 1000m North of Tippler 1 and approximately 400m from the nearest power source. Alternative electrical and communication sources may be available and shall be explored post-award to reduce cable and trench lengths. There should also be communication between the integrator and server (used for viewing, storage and printing of data). The ideal position for the server and printer is inside the Tippler 1 building.

(e) Earthing and Bonding

Earthing and bonding of rails, where required, shall be done in accordance with the relevant Transnet specifications and other relevant standards.

(f) Testing (Calibration & Verification)

The *Contractor* shall calibrate the static rail weighbridge, addressing any defects to ensure that the scale is verifiable and can be issued with a verification certificate, complying with requirements as per section The *Contractor* will then perform verification and issue a valid verification certificate. The *Contractor* will

supply suitable test weights for calibration and verification of the scale, including suitable storage for storing of test weights when not in use.

(g) Training

Training on the static rail weighbridge system shall be provided as per requirements in section 1.6.7.

(a) Existing PLC's, I/O stations, servers, software, program blocks and tags shall be utilised and modified to achieve the approved control philosophy and compliance to the LM Act, regulations and NRCS requirements. All programming and other works shall be in accordance with the relevant Transnet specifications and other standards, and approved by Transnet prior to uploading to the live system.

1.6.3 Testing (Calibration & Verification) [Work Package 2]

The *Contractor* will be responsible for developing the methodologies to achieve verification of their respective scale(s), taking into account the various work packages and ensuring it is accepted by the NRCS. Once the scale(s) are installed, it is the *Contractor's* responsibility to ensure that the scales and systems installed are able to be verified and are issued with valid verification certificates (NRCS / registered testing laboratory) as per the developed and accepted methodology. Due to interdependence between the various work packages, the *Contractor* will have to coordinate with the *Contractors* on other work packages to ensure verification of their scales is possible.

1.6.4 Training, Technical Support and Critical Spares Availability [Work Packages 2]

(a) The *Contractor* shall issue a training pack (in hard and soft copy) along with the hand-over pack. The *Contractor* shall also provide training to the maintenance and operations teams, as well as other key individuals. Training shall be done at suitable times and the *Contractor* shall make provision for multiple sessions to accommodate all shifts. Training will be required on-site and should ensure that personnel who will be involved in operation, maintenance and verification of the weighing systems have a good knowledge and understanding of the procedures and requirements. Training should be classroom and practical. Continued technical support after commissioning should also be available at least for one year.

(b) The *Contractor* must allow for training of an estimated 20 personnel, technical and operational. Please note that not all personnel will be available for the same sessions / shifts.

Technical extra training required:

- Complete structure alignment and assembly training.
- Train at least 5 people to be certified repairers on those scales (frame and integrator).
- Calibration (zero and span) procedure.

(c) The *Contractor* shall post-award, submit a full list of recommended spares and a separate list for critical spares, indicating among other information the availability and pricing of each spare.

1.6.5 NRCS Approval [Work Packages 2]

A report of the technical requirements (NRCS, SANS) and legal requirements (LM Act), the proposed equipment, design (where applicable), the methodology of operation, testing and verification, the maintenance plan and procedures, and the administration and operating systems will be submitted to

Transnet for approval. This report will be vetted by the NRCS prior to being submitted to Transnet. Where required by the aforementioned laws and regulations, suitably registered service providers must be utilised for supply, installation, repair, calibration and verification of the measuring instruments.

1.6.6 Type Approval

The following is applicable to type approval, as extracted from the NRCS website (<https://www.nrccs.org.za>):

- *Measuring instruments for mass, volume, length and area must be type approved before they may be used legally for trade purposes.*
- *Instruments are examined and tested to ensure that they meet the legal, technical and accuracy requirements in terms of the relevant specifications/regulations.*
- *On the successful completion of the evaluation a national Type Approval Certificate is issued, which means the instrument may be used for trade purposes.*
- *In addition, a Pattern Description document for every approved instrument is issued and is available to users and the public. It covers:*
 - *A description of the instrument and technical requirements;*
 - *Restrictions on use.*
- *The instrument is added to the approved instruments database.*

1.6.7 Maintainability

Maintenance and tests for initial and subsequent calibration and verification as far as reasonably practical must be performed in opportunity windows of 8-12 hours (performance target) per week for train side and ship side, during the annual maintenance shut, or during normal operations at reduced operation rate. The successful tenderer must provide an SOP and time-motion type study to achieve all required inspections and tests annually within opportunity windows or shut down with minimal delay in operations.

1.6.8 Product Characteristics

The system shall be designed to handle a range of iron-ore grades which will be received and exported via the Saldanha Iron Ore Terminal. The iron ore grades to be handled are defined below:

Table 2: Iron Ore Grades

Type of Ore	Density [t/m ³]	Moisture [%]	Angle of Repose [°]
Fine	2.3 – 3.0	3.0 – 3.5	35 – 37
Lumpy	2.3 – 2.7	1.0 – 2.0	33 – 35
MSIO	2.7	1.5 – 2.0	33 - 36

1.6.9 Site Conditions

All equipment or components shall be suitable for operations at BTS, where it could be subject to the following ambient condition.

2 Engineering and the Contractor's Design

2.1 Designs and Documentation

2.1.1 *Employer's Design*

(a) The *Employer* supplies the following:

- Works Information
- Drawings and information on existing equipment
- Site Conditions

(b) Part of the scope to the *Service Provider* is the design work. The *Service Provider* will provide the following:

- Complete set of drawings of the design, structure, structures detail, and general arrangements, as issued for construction and as-built status.
- Operating and maintenance manuals detailing the required operating, maintenance instructions and procedures.
- Design, control and operating philosophy.
- Design calculations and reports.
- Detailed maintenance plan, spares requirements.
- All data-packs of design, procurement and erection in electronic and hard format handed over.

(c) The *Service Provider's* obligations shall cover the following items:

- The project scope shall include the designing, supplying, installation, calibration, verification and commissioning of the belt & railway scales at Bulk Terminal Saldanha.
- The *Service Provider* shall supply all necessary manpower, labour, supervision, materials, services and testing devices for all aspects of this project.
- The *Project Manager* will implement project management processes which includes planning, scheduling and monitoring. The *Service Provider* shall report to the *Project Manager* in writing and shall attend progress and technical meetings as organized by the *Employer*.
- *Service Provider* shall work closely with the TPT Engineer to ensure that work is completed in accordance with the scope requirements.
- Implementation of an appropriate quality system including stringent quality control for all Works as stipulated in this document.
- Submission of a quality control plan (in accordance with ISO 9000) and conforming to requirements as contained in this document.
- Selection of appropriate codes of practice, standards and specifications applicable to the Works.
- Site safety supervision, personal protection and safety equipment.
- Complete all documentation to the satisfaction of the Senior Engineering Manager in order for the Taking Over Certificates as appropriate to be signed off by the TPT Engineer and where applicable, the *Project Manager*.

2.1.2 *Service Provider's Design*

Procedure for Submission and Acceptance of Service Provider's Designs

(a) The *Service Provider* will adhere to the following procedure for submitting designs for acceptance:

- For the duration of the project, design review meetings shall be held in the terminal at least monthly to review the designs.
- The *Service Provider* shall present the designs to the TPT Engineer and the stakeholders identified by the *Project Manager*. These designs shall be signed/approved by a Registered Engineer (Pr. Eng.) appointed by the *Service Provider*.
- Upon completion of the designs, the *Service Provider* shall submit the final designs to the *Project Manager*.
- The *Project Manager* shall submit the designs to the Senior Engineering Manager for approval.
- Upon approval of the designs, the *Project Manager* shall engage the *Service Provider*. The *Service Provider* shall produce 2 hard copies of the approved designs, 1 native format soft copy and 1 PDF soft copy and submit to the TPT Engineer.
- The *Service Provider's* Engineer (the designer) shall take full responsibility and liability for the designs.

Use of Service Provider's Designs

(b) The *Service Provider* will grant to the *Employer* a non-exclusive licence, in accordance with the provisions of section 22 of the Copyright Act 1978 (Act 98 of 1978);

- To copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made other than under the direction or control of the *Employer*, by the *Service Provider* in connection with the installation,
- To make free and unrestricted use thereof for its own purposes.
- To provide copies thereof to consultants to be used by them for the purpose of the consultancy,
- To provide other parties with copies for tenderers purposes.

(c) The *Service Provider*, furthermore, if any plan, diagram, drawing, specification, bill of quantities, design calculations or other similar document made, other than under the direction or control of the *Employer*, by any principal or Sub-contractor of the *Service Provider*, is used in connection with the installation, shall cause such principal or Sub-contractor to grant to the *Employer* a similar non-exclusive licence in respect of such plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document. The provisions of this clause shall not apply to documents made, in the case of equipment to be supplied in connection with the manufacturing process of the equipment supplied but only to the equipment supplied itself. No separate or extra payment shall be due by the *Employer* in respect of any non-exclusive licence granted in terms of this clause.

(d) The *Service Provider* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to this Works.

As-Built Drawings, Operating Manuals and Maintenance Schedules

(e) The *Service Provider* provides the following:

- As-Built Drawings

- 2x hard copies
 - 1x native format soft copy on a suitably sized memory stick
 - 1x PDF soft copy on a suitably sized memory stick
- Operating Manuals:
 - 1x hard copy
 - 1x soft copy on a suitably sized memory stick
- Maintenance Schedule Manuals:
 - 1x hard copy
 - 1x soft copy on a suitably sized memory stick

(f) As-Built/Final Documentation:

- As-Built Drawings shall comply with, but not limited to, the General Requirements and Conditions Specification as listed in Table 4.
- By submitting drawings, the *Service Provider* represents that he has determined and verified all site measurements, site instruction criteria, materials, catalogue numbers and similar data and that he has checked and co-ordinated each of his drawings with the requirements of the Works and the contract documents, taking into account drawings of all other relevant disciplines.
- At the time of submission, the *Service Provider* informs the TPT Engineer in writing of any deviation between the approved drawings packs and the requirements of the contract documents.
- The Senior Engineering Manager will review and approve drawings with reasonable promptness (so as not to cause a delays) only for conformance with the design concept and the contract requirements.
- The Senior Engineering Manager may, at his discretion and depending on the number of discrepancies, require amendment and resubmission prior to approval.
- Drawings are resubmitted until approved prior to any portion of the Works related to the drawings being commenced.

2.2 Installation

2.2.1 Temporary works, Site services & construction constraints

(a) *Employer's* Site entry and security control, permits, and Site regulations:

- *Service Provider's* employees to produce their identification cards at the main entrance gate.
- *Service Provider's* employees are subjected for testing of alcohol and drugs at the main gate.

(b) The *Service Provider* complies with the following requirements of the *Employer*:

- The *Service Provider* shall undertake TPT safety induction before entering the terminal.
- The *Service Provider* must obtain a permit for the vehicles before entering the terminal.
- Zero tolerance of any form of substance abuse, alcohol, drug etc. Random testing will be conducted.
- The *Service Provider* shall ensure that the person/s delivering the scales has all the required PPE.

2.2.2 Project Execution

- The installation of the scales will be done in close corporation with TPT operations key personnel on site. The aligned planning between operations and the project team will ensure there is no interruptions to operational activities. Weekly maintenance windows will be targeted to do most of the Works.
- The test phase of the scales will also be planned with operations to ensure minimal impact to operational activities. The areas of execution are:
 - Rail Sections;
 - Tipplers;
 - Conveyor Belts.
- The *Service Provider* 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 before they arrive at Site and off load any Materials.
- Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.

2.2.3 Restrictions to Site Access

(a) The *Service Provider* should be aware of the following:

- The terminal operates 24 hours.
- The project may compete with operational activities. Alignment between operations and the project teams will be crucial.
- For this project, working during the night will not be allowed due to the risk associated with such endeavour.

(b) The *Service Provider* complies with the following requirements of the *Employer*:

- The *Service Provider* provides coded ID cards to all employees for access / egress of personnel (and Equipment) within the Site boundaries. The coded ID cards should be presented to Transnet Security for approval before being issued to the *Service Provider's* employees. Those ID cards should be carried all the time for identification purposes inside the terminal.

2.2.4 Health and Safety Facilities on Site

- The *Service Provider* keeps daily records of his people engaged on the Site and Working Areas (including *Sub-contractors*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

2.2.5 The *Service Provider* performs the works and co-operates with:

- TPT Projects
- TPT Operations
- TPT Maintenance

2.2.6 Ease of Operation and Maintenance

The *Service Provider* must ensure that operation and maintenance can still be carried out their key functions around BTS. No material should be placed around areas where the activities of operation and maintenance will be obstructed.

2.2.7 Health, Safety and Environmental Requirements

(a) The *Service Provider* shall comply with all applicable health, safety and environmental regulations and requirements for all persons entitled to be on the Site. These shall include, but not be limited to, the Acts, regulations and standards listed in this document.

(b) The *Service Provider* shall be responsible for the precautions and measures to ensure the health and safety of all individuals on the Site and temporary areas (if applicable) outside of the Site, but utilised by the *Service Provider*, with the prior approval by the *Employer*.

(c) The *Service Provider* 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. If new personnel commence work on the Site during construction, the *Service Provider* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

(d) The *Service Provider* shall be responsible for the adequacy, stability and safety of all Site and Temporary Areas operations, methods of installation, all *Service Provider's* Equipment, Temporary Works and structures.

(e) The *Service Provider* shall provide and/or install for all necessary safety protection equipment (e.g. rotating parts guards, hot surface insulation/guards, railings) and necessary *Service Provider's* Personnel, in accordance with the applicable legislation in South Africa, including but not limited to the Occupational Health and Safety Act (1993) of South Africa. The *Contractor* shall take special note of the requirements of the Construction Regulations, 2003.

2.2.8 Warrantees and Guarantees

The *Contractor* shall provide the preferred minimum warrantees and guarantees on specific components as specified below:

- Structures: at least 10 years.
- Corrosion Protection: at least 10 years.
- Mechanical Components: at least 1 year.
- Electrical Components: at least 1 year.
- Electronic/Control Components: at least 1 year.

Where warranties and guarantees do not fall within any of the categories above, it shall comply with the minimums specified in the Transnet Specifications.

2.3 Plant and Materials Standards and Workmanship

2.3.1 Investigation, Survey and Site Clearance

- The *Service Provider* should ensure the existing services & infrastructure around the area of project execution are protected.
- The *Service Provider* will be liable for any damage to service or infrastructure as a result of the *Service Provider's* employee/s or equipment of any kind.

2.3.2 National and International Standards

The *Service Provider* shall be responsible for compliance of all works with National and International Standards, including but not limited to the following:

- **OHS Act** Occupational Health and Safety Act and Regulations, No. 85 of 1993
- **LM Act** The Legal Metrology Act, No. 9 of 2014
- **SANS 863** Continuous totalizing automatic weighing instruments- Belt weighers
- **SANS 689** Automatic rail-weighbridges
- **SANS 1697** Verification Standards for the Verification of Mass-Measuring Instruments
- **SANS 1200H** Structural Steelwork
- **SANS 1200HA** Structural Steelwork (sundry items)
- **SANS 2001-CS1** Structural steelwork construction works
- **SANS 10142** The wiring of premises
- **SANS 10160** The general procedures and loadings to be adopted in the Design of Buildings
- **SANS 10162** The design of structural steelwork
- **BS 970-1** Specification for wrought steels for mechanical and allied engineering purposes – Part 1: General inspection and testing procedures and specific requirements for carbon, carbon manganese, alloy and stainless steels.
- **BS 1449-1.1** Steel plate, sheet and strip. Carbon and carbon-manganese plate, sheet and strip.
- **DIN 620-4** Rolling bearings; tolerances for rolling bearings; radial internal clearance.
- **DIN 625-1** Rolling bearings; single row radial contact ball bearings.
- **DIN 22112-2** Belt conveyors for underground coalmining – Idlers – Part 2: Requirements.
- **SANS 657-3** Steel tubes for non-pressure purposes – Part 3: Steel tubes for rolls for conveyor belt idlers.
- **SANS 1313** Conveyor idlers: Troughed belts, speeds up to 5.0 m/s.
- **SANS 1431** Weldable structural steels.

2.3.3 Transnet Standards

The *Contractor* shall be responsible for compliance of all works with Transnet Specifications, including but not limited to the following:

Table 4: Transnet Specifications

EEAM-Q-001	Belt Conveyors and Associated Equipment
EEAM-Q-004	Gearing, Shafts, Bearings, Brakes, Lubrication, V-Belts, Keys and Key Ways
EEAM-Q-006	Structural Steelwork
EEAM-Q-008	Corrosion Protection
EEAM-Q-009	Quality Management Specification for Supplier/Construction
EEAM-Q-010	Reinforced Concrete and Structural Steel Structures
EEAM-Q-012	General Electrical Equipment
EEAM-Q-013	Commissioning and Handover Specification for Supplier/Construction
EEAM-Q-016	General Requirements and Conditions
EEAM-Q-017	Medium Voltage Switchgear and Control Gear for Substations
EEAM-Q-018	Lighting on Equipment
EEAM-Q-020	Tests on Electrical Equipment
EEAM-Q-021	Electronic Equipment
EEAM-Q-030	Electrical Equipment to be Supplied with Machinery and Plant for Ports
SBH 9/2/14	SHE Specification for Issuing with Engineering Projects
BTS SHEQ PRO 012	New Projects of Modifications
BTS SHEQ PRO 021	SHE Contractor Specifications
BBC7593	Functional Specification for Assized Weigh in Motion System in Yard

2.4 List of Drawing/s

2.4.1 Drawings Issued by the *Employer*

Drawing Number	Description
SBH 4009	Saldanha BTS Layout
TW351A000	CR-13 Wagon
TW360A009	CR-14 Wagon

3 SECTION 2

3.1 Management and Start Up

3.1.1 Management Meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Progress Meetings (Report on the progress)	Bi-weekly (once every fortnight)	Transnet Port Terminal-Saldanha	<i>Project Manager, Service Provider's</i> representatives and other appropriate individuals as required by the <i>Project Manager</i> .
Design Review Meetings (Review the designs)	Once a month (during design stages)	Transnet Port Terminal-Saldanha	<i>Project Manager, Service Provider's</i> representatives and other appropriate individuals as required by the <i>Project Manager</i>
Safety Action Meetings (Discuss urgent safety issues within the project)	On urgent basis as requested by the <i>Project Manager</i> to address particular issues.	Transnet Port Terminal-Saldanha	<i>Project Manager, Service Provider's</i> representatives and other appropriate individuals as required by the <i>Project Manager</i>
Risk Assessment Meetings (Discuss risk issues within the project.	On urgent basis as requested by the <i>Project Manager</i> to address particular issues.	Transnet Port Terminal-Saldanha	<i>Project Manager, Service Provider's</i> representatives and other appropriate individuals as required by the <i>Project Manager</i>

(a) It is the *Employer's* specific intention that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

(b) The *Service Provider* attends management meetings at the *Project Manager's* request. These meetings are to be held fortnightly or as regularly as may be determined by the *Project Manager*. At these meetings the *Service Provider* presents all relevant data including safety, health and environmental issues, progress, quality plans, *Sub-contractor* management, as may be required.

(c) Meetings of a specialist nature may be convened as specified elsewhere in this *Works Information*, or if not so specified, be convened by persons at times and locations to suit the Parties, the nature and the progress of the *Works*. Within five days of the meeting the person convening the meeting shall submit records of the meeting to the *Project Manager*.

(d) All meetings shall be recorded in a register, using minutes prepared and circulated by the person who convened the meeting. Such minutes (or register) 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.

3.1.2 Documentation Control

- Transnet uses a document controlling system to track, record and control documentation circulated.
- All formal communication should be submitted to TPT Document Controller.
- This include among others, circulation of minutes, drawings, claims etc.
- TPT Document Controller shall work with the *Service Provider's* Document Controller (*if available*).

3.1.3 Safety Risk Management

- The *Service Provider* must submit a safety file to TPT SHEQ department for approval after being appointment.
- The *Service Provider* may not commence with *Works* unless the safety file has been approved by TPT SHEQ.
- The *Service Provider* shall submit a Method Statement to TPT for approval with all the necessary holding points.
- The *Service Provider* shall compile the risk register and share it with the *TPT Engineer and the* for endorsement.

3.1.4 Environmental Constraints and Management

The *Service Provider* shall ensure that the execution of the *Works* complies with all the environmental standards and regulations. The TPT Environmental Manager shall work closely with the project team and the *Service Provider* to ensure that all environmental standards and regulations are well understand by everybody.

3.1.5 Quality Assurance Requirements

(a) The *Service Provider* submits his Quality Management Plan documents to the *TPT Engineer* as part of his programme under ECC Clause 31.2 to include details of:

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and
- A schedule of internal and external audits during the contract.

(b) The *Service Provider* shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.

(c) Pre-inspection meetings may be held at the discretion of Transnet. In such cases, the content of the agenda shall include, but not be limited to, the following:

- Documentation: Method of Submission reviews etc.
- Quality Control Plan: Agreement of inspection, witness, review and hold points, Agreement of contacts for notification, etc.
- Code Data book / QC Dossier: Agreement to contents and format.

- QC Procedures: Agreement to Scope.
- AIA: Authorised Inspection Authority requirements.
- Communications: Responsible persons.
- Non-destructive Testing: Personnel qualification, method and extend required.

(d) Definition: Inspection means all activities such as measuring, examining, testing, gauging one or more characteristics of material or service and comparing these with specified requirements to determine conformity which include:

- **Hold Point = H:** This indicates an inspection or test which is considered vital to quality, integrity and safe functioning of the material or services and which can only be achieved at this point. The *Contractor* shall not proceed beyond this point without written approval by Transnet and/or the appointed Third Party Inspection Authority.
- **Witness Point – W:** This indicates an inspection or test which may be equally as important as a Hold Point, but which can be waived by the appointed Third Party Inspection Authority or Transnet.
- **Review Point – R:** This indicates that information collected is required to be reviewed and approved. The job may continue past the review point, however, if the information is inadequate or does not satisfy the requirements, may necessitate additional work.
- **Inspection Points – I:** During the review of the Quality Control Plan, Inspection points will be added by Transnet and where relevant, the Third Party Inspection Authority to indicate the intended monitoring of the *Contractor's* and/or *Sub-contractor's* quality control.

(e) The *Service Provider* shall as a minimum, carry out the inspections as detailed in the Quality Control Plan and maintain the required records for verification by Transnet and/or Third Party Inspection Authority. Signing-off of the Quality Control Plan progressively by all relevant parties is a mandatory requirement following the indicated inspection activity.

(f) Non-Conformities: Non-Conformity is defined as a deficiency in characteristic, documentation or procedure which renders the quality of an item, work or service unacceptable or indeterminate in accordance with specified requirements. Such Non-Conformities shall be identified by the *Service Provider / Employer* and/or Third Party Inspection Authority.

(g) All proposed re-working or repair shall, together with the relevant procedures, be firstly reviewed by the *Employer* and/or Third Party Inspection Authority where applicable.

(h) The *Service Provider* shall maintain a register of his NCR's and shall submit this register to the *Employer* monthly. The *Senior Engineering Manager* will audit the register. The *Employer* reserves the right to request copies of NCR's for review of deviation and disposition.

(i) The *Service Provider* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.

(j) The *Project Manager* will indicate those documents required to be submitted for either information, review or acceptance and the *Service Provider* will indicate such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager*

responding to documents submitted by the *Service Provider* for review or acceptance within the period for reply prior to such documents being used by the *Service Provider*.

(k) The Quality Plan means the *Service Provider's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *Works* meet the standards stated in the *Works Information*.

3.1.6 *Programming Constraints*

(a) The indicative timelines for the project are as follows:

Contractor Designs	4 weeks
Design Review & Acceptance	4 weeks
Lead Time: Equipment Delivery	8 weeks
Installation	8 weeks
Testing	4 weeks
Commissioning	2 weeks
Hand-Over	1 weeks
	31 weeks

NB: These are estimated timelines which are subjected to the final execution schedule to be submitted by the appointed *Service Provider* and to be approved by the *Project Manager*.

(b) The *Service Provider* and the *Employer* shall agree on the programme for the execution of the project. The *Project Manager* shall compile a *programme* and present to the *Service Provider*. In relation to the programme drawn by the *Project Manager*, the *Service Provider* should provide a programme and use standard NEC Scope Document programme clauses in the template.

(c) The *Service Provider's* Programs is evaluated by the *Project Manager* to assess the *Service Provider's* ability to plan his portion of the project to the extent necessary for the high degree of mutual co-ordination demanded by the Project.

(d) The *Service Provider* submits a program within 1 weeks of the date on which he was notified of having been awarded the contract / order.

(e) The *Service Provider* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

(f) Progress Reporting:

- The *Service Provider* updates the program and supplies the progress reports to show actual and expected progress compared to the latest agreed Contract Program. Progress information may be verified by the *Project Manager* at any stage.
- The methodology to define work content in the progress curves needs to be agreed to between the *Service Provider* and *Employer* within 5 days of Contract Award.
- The work content needs to be specifically designed to suit the type of work and to effectively indicate actual progress against planned progress.

- Progress reports are submitted in line with the requirements as specified in the table below.

Table 5: Progress Reporting Requirements

Item	Description	Frequency
1.	General Planning Report and revised network if logic has changed since the previous report.	Weekly
2.	Critical Activities Report. (Look ahead)	2 Weekly
3.	Milestone Report.	2 Weekly
4.	Updated Bar Charts.	2 Weekly
5.	Updated Program Graphs.	Monthly
6.	Progress S-Curves.	2 Weekly
7.	Expediting Report	2 Weekly
8.	Milestones of Deliverables	2 Weekly

- The *Service Provider* uses Microsoft Projects 2003 or later version for his programme submissions or a similar programme software package equivalent to Microsoft Projects 2003 or later version subject to and with the prior written notification and acceptance by the *Project Manager*.

(g) Reporting and Monitoring:

- The *Service Provider* completes an assessment of all activities in progress and to completion to determine percentage complete, forecast completion dates, deviations from the Accepted Programme and proposes remedial actions to rectify deviations.

3.1.7 *Contractor's Management, Supervision and Key People*

- The *Service Provider* provides an Organogram and Curriculum Vitae of all his Key people (both as required by the *Employer* and as independently stated by the *Service Provider* under Contract Data Part Two) and shows how such Key people communicate with the *TPT Engineer*, the Supervisor and their delegates (*Where applicable*).

3.1.8 *Training Workshops and Technology Transfer*

- The *Service Provider* shall supply all the training manuals relevant to all the approved scales which will be installed, verified and calibrated. The *Service Provider* must ensure that information is shared (*where applicable*) between the *TPT Engineer* throughout the duration of the project to ensure skill transfer.
- The *Service Provider* must also make provision for TPT staff training. The number of TPT staff to be trained will be determined by the Project Manager but will not exceed 40 people. The training will be around Operational philosophy and Maintenance of the scales.

3.1.9 *Contract Change Management*

- At the Contract kick off meeting, the *Service Provider* will be provided with the format of the standard forms to be used for communication of Contract change management (ECC3 Clause 60).
- All change management processes shall be followed for any proposed changes.

3.2 Procurement

3.2.1 Code of Conduct

(a) 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.

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

3.2.2 The *Service Provider's* Invoices

- The *Service Provider* is paid by electronic bank transfer within the period stated in the Contract Data.
- The *Service Provider* provides the *Employer* with his correct banking information to make the transfer.
- All payments are provisional and subject to audit.
- The *Service Provider* preserves its records for such a period as the Department of Internal Revenue may require, but in any event for not less than five years.
- When the *Project Manager* certifies payment following an assessment date, the *Service Provider* complies with the *Employer's* procedure for invoice and statement submission.
- Timing and procedure for submitting invoices will be presented at the kick-off meeting following award.
- The invoice and statement must correspond to the *Project Manager's* assessment of the amount due to the *Service Provider* as stated in the payment certificate.
- All other procurement related issues will be handled by the procurement department.

3.2.3 People

- *Service Provider* shall ensure that suitably qualified and certified persons are allocated to tasks.
- *Service Provider* does not employ or bring a *Sub-contractor* onto the Site and/or Working Areas without the prior approval of the *Project Manager*.

- Where the *Service Provider* employs a *Sub-contractor* who constructs or installs part of the *Works* or who supplies Plant and Materials for incorporation into the *Works* which involves a *Sub-contractor* operating on the Site and/or Working Areas, then the *Service Provider* ensures that any such *Sub-contractor* complies with all the safety, risk and quality requirements as stipulated in this documents and as required by the *Employer*.

3.2.4 Plant and Materials

- The *Service Provider* shall supply training and maintenance schedules in the data books submitted. These schedules will be added to SAP to ensure that effective maintenance is performed. This will entail monthly inspection and planned maintenance repairs when needed.
- The Bill of Material (BOM), drawings, spares list and training material must be included in project data-pack. The BOM and original spares list will be supplied by the *Contractor* in an electronic format with recommended spare levels in RAMIS format (*RAMIS format is available at Bulk Terminal Saldanha*).

3.2.5 Commissioning & Close-Out

As part of project close-out after commissioning, the *Service Provider* is required to must submit the following documents (both hard and electronic copies) among others:

- As-built drawings
- Operating, Maintenance and Training manuals
- As-commissioned settings
- Health and Safety file
- Inspection Reports
- Quality Control Plans
- Take Over Certificate
- Risk Assessment
- Compliance certificate for measuring instruments
- Register of documents to be kept on site with instruction details of the required administration tasks.
- Certificate of Compliance for Electrical Work

4.1 Annexure A – Wagon Drawings

[illegible]

4.2 Annexure B – Conveyor Design Data

CV114 – Conveyor Design Data (Drawing Number: G018)

Design Capacity	10000 ton/hour
Operating Capacity	10000 ton/hour
Ambient Temperature	45°C
Duty Hours	24 hours
Belt Width	1650
Belt Class	ST2500
Belt Length	4665m
Belt Mass / m	68.5 kg/m
Splice	Vulcanise
Tension: T1	240 KN
Tension: T2	271 KN
Tension: TE	43.99KN
Tmax	572.71KN
Carry Idler Configuration	3 roll 45°, 178mm roll diameter

CV115 – Conveyor Design Data (Drawing Number: G019)

Design Capacity	10000 ton/hour
Operating Capacity	10000 ton/hour
Ambient Temperature	45°C
Duty Hours	24 hours
Belt Width	1650
Belt Class	ST2500
Belt Length	1665m
Belt Mass / m	68.5 kg/m
Splice	Vulcanise
Tension: T1	67 KN
Tension: T2	167.9 KN
Tension: TE	87.99KN
Tmax	361.75KN
Carry Idler Configuration	3 roll 45°, 178mm roll diameter

CV214 – Conveyor Design Data (Drawing Number: G012)

Design Capacity	10000 ton/hour
Operating Capacity	10000 ton/hour
Ambient Temperature	45°C
Duty Hours	24 hours
Belt Length	4665 m
Belt Width	1650
Belt Class	ST2500
Belt Length	4665m
Belt Mass / m	68.5 kg/m
Splice	Vulcanise
Tension: T1	240 KN
Tension: T2	271.54 KN
Tension: TE	43.99KN
Tmax	572.71KN
Carry Idler Configuration	3 roll 45°, 178mm roll diameter

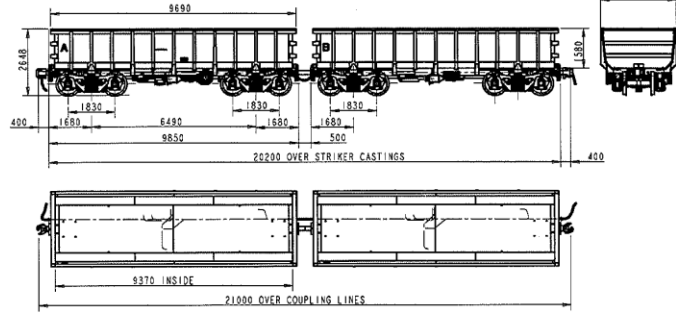
CV215 – Conveyor Design Data (Drawing Number: G020)

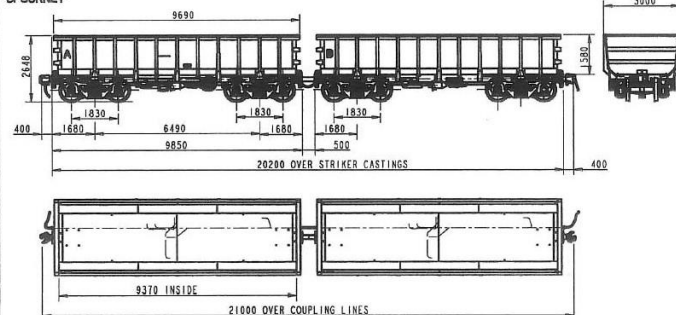
Design Capacity	10000 ton/hour
Operating Capacity	10000 ton/hour
Ambient Temperature	45°C
Duty Hours	24 hours
Belt Width	1650
Belt Class	ST2500
Belt Length	1830m
Belt Mass / m	68.5 kg/m
Splice	Vulcanise
Tension: T1	67 KN
Tension: T2	167.9 KN
Tension: TE	87.99KN
Tmax	361.75KN
Carry Idler Configuration	3 roll 45°, 178mm roll diameter

C3.2 *Contractor's* Works Information

4 Annexures

4.1 Annexure A – Wagon Drawings

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Title:	SHE Specifications for issuing with Engineering projects
Specification ref no:	SBH 9/2/14 Version 1
Site:	Bulk Terminal Saldanha
Date:	March 2012

Contents

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5. SPECIFIC REQUIREMENTS.....	3

1. Purpose

To provide Safety, Health & Environment (SHE) specifications for contractors that needs to execute work in the Bulk Terminal Saldanha (BTS).

2. Scope

This specification is applicable to all BTS contractors.

3. References & applicable documents

3.1 Referenced documents:

- | | | |
|-------|--------------|--|
| 3.1.1 | BTS GDL 002: | Guide to compile SHE specification for procurement |
| 3.1.2 | OHS Act: | Occupational Health and Safety Act 85 of 1993 |

3.2 Applicable documents:

- | | | |
|-------|--------------|---|
| 3.2.1 | BTS PRO 007: | Emergency preparedness and response procedure |
| 3.2.2 | BTS PRO 016: | SHE incident reporting procedure |

4. Abbreviations & definitions

4.1 Abbreviations:

- | | | |
|-------|---------|------------------------------------|
| 4.1.1 | BTS | Bulk Terminal Saldanha |
| 4.1.2 | BUM | Business Unit Manager |
| 4.1.3 | CR | Construction Regulations |
| 4.1.4 | GSR | General Safety Regulation, OHS Act |
| 4.1.5 | I.E | That is |
| 4.1.6 | TNPA | Transnet National Port Authority |
| 4.1.7 | TPT | Transnet Port Terminals |
| 4.1.8 | OHS Act | Occupational Health and Safety Act |
| 4.1.9 | PPE | Personal Protective Equipment |

4.1.10 SHEA Safety, Health, Environment (al) and Assets

4.2 Definitions:

4.2.1 None

5. Specific requirements

5.1. Contractors responsibility

- 5.1.1 The contractor shall ensure that he/she complies with the requirements of this specification as applicable to the SHEA Profile of the works or project;
- 5.1.2 The contractor shall ensure that he/she complies with all BTS, TPT, Transnet and other Legal requirements.
- 5.1.3 The contract scope of work and time frame allocation shall be as in the main specification.
- 5.1.4 The contractor shall ensure that he obtains the documents as indicated in Appendix A from the risk department as well as return the documents as required.
- 5.1.5 In addition to and as emphasis of the OHS Act and Construction Regulations, contractors shall also comply with the following clauses.

5.2. Health Aspects

- 5.2.1 Medical Surveillance:
 - 5.2.1.1 The contractor must ensure that all his/her employees receive medical and biological surveillance before the works/contract commences.
 - 5.2.1.2 The Surveillance will include:
 - Physical examination
 - Random Drug Testing
 - Biological Monitoring
 - Personal Exposure Monitoring

5.2.2 Medical Notification:

- 5.2.2.1 The contractor shall notify the project manager as well as BTS Risk Department of any contagious/ infectious or communicable diseases or illnesses he or his personnel are suffering from immediately when it becomes known to themselves, or on commencement of work.

5.3. Safety Aspects

5.3.1 Incident and Accident Reporting:

- 5.3.1.1 All injuries, illness and environmental incidents shall be reported according to SHE Incident Recording Procedure, BTS PRO 016.
- 5.3.1.2 In the event of any emergency the Emergency Preparedness and Response Procedure, BTS PRO 007 must be activated.

5.3.2 Personal Protective Equipment and Clothing:

- 5.3.2.1 All PPE issued must comply with SABS standards.
- 5.3.2.2 The contractor shall comply with the GSR, Section 2 of the OHS Act which specifies the issuing and maintenance of the PPE.

5.3.3 Road Transport Policy and Instructions:

- 5.3.3.1 All contractors using a motor vehicle on site must ensure that the vehicle is licensed and sent through the road worthy process.
- 5.3.3.2 The contractor shall adhere to all BTS Road Regulations.

5.3.4 Guarding of Machines:

- 5.3.4.1 All machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded.
- 5.3.4.2 Safe Guarding instructions must comply with the GSR, Section 3 of the OHS Act.

5.3.5 Excavation Operations:

- 5.3.5.1 No digging or excavations shall take place without the prior consent of BTS.
- 5.3.5.2 The contractor responsible for digging any pit, trench or excavation dangerous to life and/or traffic shall provide and place visible lights or illumination during hours of darkness at such operations.
- 5.3.5.3 All excavating operations will be securely fenced off.
- 5.3.5.4 All vehicle entrances to excavations shall be securely closed on completion of a shift.
- 5.3.5.5 Excavated material must be stored at least 3 meters from the edge of the excavation.
- 5.3.5.6 Excavations shall be inspected at least every day.

5.3.4 Working at Elevated Positions and Scaffolds:

- 5.3.4.1 When working at elevated positions, every reasonable practicable measure must be taken to provide effective safeguarding e.g. a safety harness must be worn.
- 5.3.4.2 Work at elevated positions will only be performed from a ladder, approved crane basket or from a stable scaffold platform.
- 5.3.4.3 This activity will only be carried out under competent supervision.
- 5.3.4.4 Scaffold structures will be firmly supported and secured against displacement.

5.3.5 Flammable Substances:

- 5.3.5.1 Flammable substances may not be stored on BTS property without prior consent of the Risk and Environmental Departments.

5.3.6 Portable Electrical Tools:

- 5.3.6.1 Inspections must be carried out on all portable electrical tools which include welding machines and hand lamps at least once a week.
- 5.3.6.2 The results of these inspections shall be recorded and maintained as a record.

- 5.3.6.3 The inspector must be adequately trained to perform these inspections and should be employed by the contractor.
- 5.3.6.4 Portable tools must be clearly marked, double insulated and earthed.
- 5.3.6.5 Earth leakage circuit protection is required when using portable electrical tools.
- 5.3.6.6 No welding machine or cutting torch shall be used anywhere near a gas main or in a flammable/explosive environment.

5.3.7 Compressors:

- 5.3.7.1 All compressors, new or frequent, shall be tested and the results of such tests will be recorded and logged.
- 5.3.7.2 All tests must comply with Section 13 of the Vessels under Pressure Regulations on the OHS Act.

5.3.8 Lock Out System:

- 5.3.8.1 All electric switchgear, valves and other control systems will require a Physical Double Lock out System during development/installation, maintenance or repairs, thereby safeguarding personnel.
- 5.3.8.2 Under no circumstances will a contractor interfere with the BTS Lock out System, unless written Authorization has been given by the relevant BTS managers or supervisors.
- 5.3.8.3 In the event of an unauthorized interference or change to the lock out system, this will constitute a legal violation.

5.3.9 Lifting Gear:

- 5.3.9.1 All lifting gear must be regularly inspected and tested and certified as per Driven Machinery Regulations of the OHS Act.
- 5.3.9.2 All the inspection schedules should be made available to BTS upon request
- 5.3.9.3 Only trained appointed persons should be allowed to operate this equipment.

5.3.10 Fire Prevention:

- 5.3.10.1 Fire fighting equipment must be available within in the area of the works.
- 5.3.10.2 The contractor must familiarize his employees with the BTS Fire Prevention Requirements.
- 5.3.10.3 Where cutting operations are being carried out or that involves flammable material, liquids or chemicals, adequate firefighting equipment must be kept available for use in the event of a fire.

5.4. Environmental Aspects

5.4.1 Dust Control

- 5.4.1.1 The contractor shall be responsible for dust control management of its activities and operations.
- 5.4.1.2 The contractor shall ensure adequate dust control during construction activities, i.e. during excavation, at material storage sites, roads and disposal areas.
- 5.4.1.3 Contractors (earthworks, geotechnical surveys, piling, storm water drainage, construction of roads and railways, foundations, brick building, operating workshops, fencing, erecting construction camps, and batch plant activities, etc.) should submit a dust control plan, as part of its Environmental Control Plan, for approval by the BTS's Environmental Manager.
- 5.4.1.4 The contractor shall implement the following dust minimisation mitigating measures:
 - Limit vehicle speeds on unpaved roads to 20 km/h.
 - Wash the paved surfaces within the construction area twice a week.
 - Minimise haulage distances.
 - Apply water to gravel roads with a water truck when required.
 - Environmental friendly soil stabilisers may be used as additional measures to control dust on gravel roads and construction area.

- Dust suppression measures will also apply to inactive construction areas. (An inactive construction site is one on which construction will not occur for a month or more.)
- Construction material being transported by trucks must be suitably moistened to prevent dust generation.
- Strip and store topsoil in separate stockpiles with mounds not exceeding 2 m in height to, among other things, to prevent wind-blown dust.
- Implement a system of reporting excessive dust conditions by construction personnel (as instructed through Environmental Awareness Training).

5.4.1.5 Water used for dust control purpose must only be taken from approved sources.

5.4.2 Other Emissions:

5.4.2.1 The Contractor shall limit air pollution emissions by effective control measures and conduct these activities in compliance with Atmospheric Pollution Prevention Act (Act 45 of 1965).

5.4.2.2 No burning of any waste material or vegetation will be permitted on site.

5.4.3 Noise and Vibration Management:

5.4.4.1 The contractor shall incorporate noise control considerations in its operational plan.

5.4.4.2 The Operational Control Plans shall include the following:

- Ensure that the potential noise source will conform to the South African Bureau of Standards recommended code of practice, SABS Code 0103:1983, so that it will not produce excessive or undesirable noise when it is released.
- All the contractors' equipment shall be fitted with effective exhaust silencers and shall comply with the South African Bureau of

Standards recommended code of practice, SABS Code 0103:1983, for construction plant noise generation.

- All the contractors' vehicles shall be fitted with effective exhaust silencers and shall comply with Road Traffic Act (Act 29 of 1989) when any such vehicle is operated on a public road.
- If on-site, noise control is not effective, protect all personnel from noise exposure (e.g. ear-plugs) by ensuring that all noise-related occupational health provisions are met. (Occupational Health and Safety Act (Act 85 of 1993))

5.4.4 Waste Management:

- 5.4.4.1 The contractor will be responsible for the management, handling and removal of the waste and scrap generated by his/her own activities at BTS.
- 5.4.4.2 The contractor must provide BTS copies of documented evidence or proper disposal of all waste (general and hazardous) removed from the site.
- 5.4.4.3 Hazardous waste shall be identified, transported and disposed by the contractor in accordance with the Minimum Requirements for the Handling and Disposal of Hazardous Waste (1994).

5.5. General:

5.5.1 Chemical Control:

- 5.5.1.1 No chemical products are brought on site without prior approval from the Risk and Environmental Departmental Managers.
- 5.5.1.2 The contractor must provide a list of chemical to BTS that is going to be used on site during the contract time span.
- 5.5.1.3 The contractor must ensure that all chemicals are correctly and legibly labeled.
- 5.5.1.4 The contractor must provide BTS with Material Safety Data Sheet relating to specific chemicals products.

- 5.5.1.5 The contractor must remove all chemicals originally brought on to site before he/she leaves at the end of the contract, this will include all empty containers.

5.5.2 Safety, Health and Environmental Training:

- 5.5.2.1 The contractor must ensure that all his/her employees attend the BTS Safety Health and Environmental Induction Course.
- 5.5.2.2 The contractor must ensure that all his/her employees attend the BTS Safety Health and Environmental Awareness Course.
- 5.5.2.3 The contractor must ensure that all his/her employees attend the BTS Emergency Preparedness and Response Training.

5.5.3 Safety, Health and Environmental Management System:

- 5.5.3.1 The contractor shall implement key element of the BTS SHE Management System, i.e. the following:
- The SHE Instructions for New Projects and/or Modification, BTS PRO 012
 - The SHE Incident Reporting Procedure, BTS PRO 016
 - The Emergency Preparedness and Response Procedure, BTS PRO 007

5.5.4 Security:

- 5.5.4.1 All contractors will adhere to all BTS and TNPA security requirements.

Appendix A – Checklist of contractor's documentation

Contractor – Company name			
Contractor – Person name			
Nature of Contractor business			
Registration number in terms of COIDA Act			
Documents handed to Contractor		Date	Signature
1	Health and safety policy		
2	Health and safety rules (company's internal health and safety rules)		
3	Agreement and rules for contractors		
4	Safe work permit (appointment & template)		
5	Lock-out procedure		
6	Health and safety inspection deviation report (Contractor to do own inspection)		
7	Reporting officer (appointment)		
8	Medical person-to-job specification (Template)		
9	Safety control checklist (new equipment)		
10	Pre-commissioning inspection checklist (new plant and/or alterations)		
11	Employee list		
12	Method statement and risk assessment (Template)		
13	Section 37(2) agreement		
Documents received from Contractor			
1	Copy of registration certificate in terms of COIDA Act		
2	Agreement and rules for contractors – signed		
3	Health and safety rules – signed		
4	Method statement and risk assessment		
5	Medical fitness certificate		
6	Section 37(2) agreement		
Introduce contractor to the following persons			
1	Engineering manager		
2	Risk manager		
3	Environmental manager		
4	Department head (area where work is to be carried out)		
5	Health and safety representative (area where work is to be carried out)		
6	Employee representative (area where work is to be carried out)		
7	Security officer or person responsible for security		
8	Other		

NOTE:

- The contractor may only start work after all the above requirements have been met.

- This form as well as all the documentation received by the risk department from the contractor must be kept on Project/Contract file.

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End of Specification SBH 9/2/14 Version 1
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Compliance Plan -

TPT strategic intent in order to ensure compliance as
per National Regulator for Compulsory
Specifications

The National Regulator for Compulsory Specifications (NRCS) has requested that TPT utilize only verified measuring instruments that are compliant with the Legal Metrology Act, for trade purposes and consequently the billing of our customers. The NRCS has also requested that all Transnet divisions confirm the approval and verification status of all weighing instruments at its business units.

Compliance Plan - Act No. 9 of 2014: Legal Metrology Act, 2014

TPT strategic intent in order to ensure compliance as per National Regulator for Compulsory Specifications

Background

Government is responsible for ensuring the orderly conduct of commerce, the protection of all participants in the market for goods, services, protection of consumers by ensuring equity and correctness in all trade based on measurements of quantity as a basis for the transaction, and that products are correctly labelled. Legal Metrology is responsible for the implementation of the requirements of the Trade Metrology Act, 1973 and Regulations.

Act No. 9 of 2014: Legal Metrology Act, 2014 defines the way that we commercially trade with our clients and the National Regulator is the custodian of this Act. The Legal Metrology department at the National Regulator for Compulsory Specifications (NRCS) is responsible for the implementation of the requirements of the Legal Metrology Act.

The Legal Metrology Act has replaced the previous Trade Metrology Act, No. 77 of 1973. With this Act now enforced the some of the previous requirements have changed. In particular the method of determining the amount of cargo loaded/offloaded onto vessels utilising the "DRAFT" method is no longer considered "legal for trade", this now means that all systems for the determination of tonnage handled must be verified.

The verification requirements referred to include

- **Verify:** means to certify the accuracy of any measuring instrument on the basis of any relevant measuring standard.
- Instruments need to have gone through the Type Approval process as carried out by the Legal Metrology Department (NRCS).

Measuring instruments for mass-, volume-, length- and area must be type approved before they may be used legally for trade purposes.

- Instruments are examined and tested to ensure that they meet the legal, technical and accuracy requirements in terms of the relevant specifications/regulations.
- On the successful completion of the evaluation a national Type Approval Certificate is issued, which means the instrument may be used for trade purposes.

Use of Draft Surveys for Trade

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Export sales of bulk materials have long been conducted on the basis of ships draft survey. It has become well known that precision of accuracy is quite variable depending upon wave action, the age of the ship and hence the precision of the original volumetric survey and the amount of time allowed for the survey process. The repeatability of ships draft survey can vary between $\pm 0.5\%$ and $\pm 2.0\%$, while offset errors due to the quality of the ship's original survey are of unknown size. If the accuracy of the whole ship survey is questionable, the accuracy of partial loads (MPT) is even more in question.

Belt Scales

Introduction

Belt conveyors are used internationally to transport bulk solid materials in a variety of forms. In the TPT Bulk environment enormous tonnages are conveyed almost exclusively by belt conveyor. Keeping account of the vast quantities of materials transported is difficult the easiest and simplest is the use of the conveyor itself.

Continuous weighing of bulk solids while being transported on conveyor belts has distinct advantages over other discontinuous methods, although it may sacrifice a little accuracy to realise the advantages. The accuracy of continuous belt weighing systems depends on many variables some of which can be controlled and the accuracy thereby improved.

Theory of operation

Belt weighing is the process of determining the mass-flow rate of bulk material being transported on a belt. It involves the determination of the weight of material on the belt and the linear speed of the belt. These two variables are determined separately and brought together electronically to produce flow rate or total weight. Belt conveyor scales provide a means of weighing bulk materials while in motion. The advantage over static weight systems is that the flow of material need not be interrupted.

- Accurate sensing of the weight of material is required (load cells).
- Belt conveyor scales also require accurate sensing of the motion of the bulk material (belt speed).
- The weight on the conveyor belt is measured by sensing the force on one or more conveyor idlers.
- The motion of the material is measured by sensing travel of the belt with a device which produces an "output" representing a fixed distance of belt travel.
- The measured force represents weight per unit length (i.e., kg/m), it can be multiplied by the belt travel to acquire total weight. (Example: kg/m x m = kg)
- This function can be accomplished with an electro-mechanical or electronic integrator. With proper scaling, total weight may be accumulated in tons, long tons, or metric tons.
- In addition to displaying total weight passed over the belt conveyor scale, modern integrators also display instantaneous rate (i.e. kg/hr or tons/hr) and provide transmitted outputs for remote monitoring and control requirements.
- Most viable belt conveyor scale systems operate by the above mentioned method of measuring weight per unit length and multiplying that by belt travel to determine total material weight.

Weighing Accuracy

Type approved, calibrated and verified scales for continuous belt weighing of bulk materials accurate to prescribed accuracy as envisaged by the Act and applicable standards, with an quick and easy means to calibrate and verify as prescribed (typically with a wagon scale of greater accuracy and suitably certified providing measured materials for tests as required.)

Accuracy Class as required for TPT bulk materials (class 1)

Accuracy class of rail weighing system as required to for weighing of loads for performing all required test required to provide and maintain Shiploader route scales throughout its operating life.

A design report on the NRCS, SANS and legal requirements, the proposed design, the methodology of operation and testing, and the maintenance plan and procedures, and the systems to be utilised will be submitted to TRANSNET MANAGEMENT for approval. The report will be approved prior to being submitted to TRANSNET by the NRCS.

Requirements for the acceptance of the installation by the NRCS

Introduction

The responsibilities when using a belt conveyor scale that is to be verified or sealed (calibrated) by the NRCS or other authorised bodies.

- Rules and regulations pertaining to installation, testing and use of the belt conveyor scales have been overlooked by TPT previously.
- Unfortunately in the current period this has resulted in now unacceptable installation that is non-compliant to current regulatory requirements

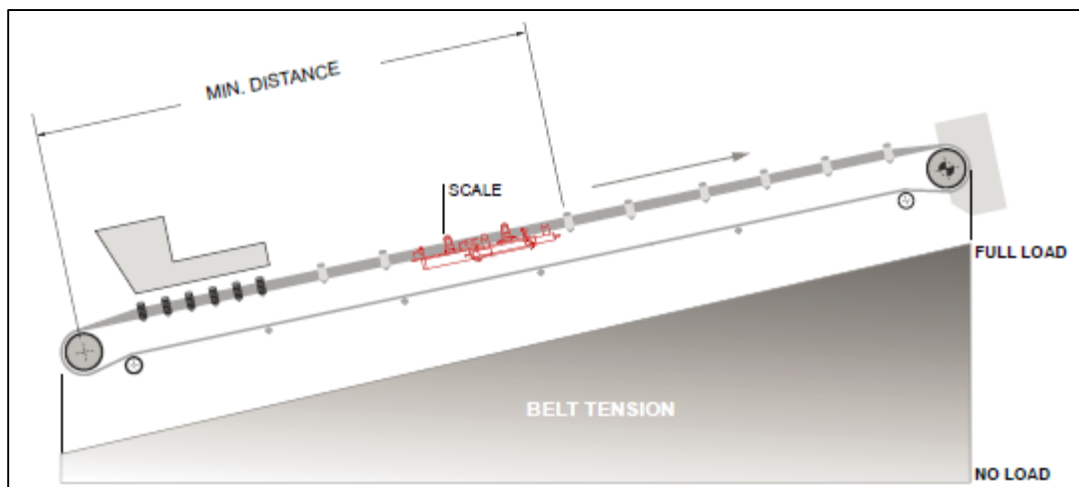
Compliance

Prior to any type of capital outlay or project execution TPT must ensure that the scale meets the requirements set forth in Act, i.e. Type Approval.

- Material load testing and accuracy verification can only be conducted by an official with statutory authority to determine if a scale is in compliance.
- A complete understanding of the user and testing requirements is a must when designing a belt conveyor scale system.

Key factors for Verification

Belt Tension

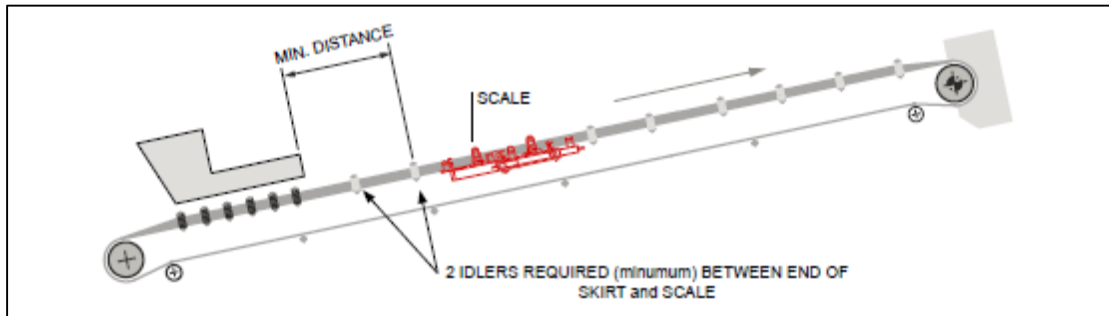


- The scale must be located in the area of lowest tension on the conveyor.
- This location is normally near the tail pulley of the conveyor. High belt tension adversely affects the accuracy of the scale.

Compliance Plan -

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Material Transition



The material to be weighed must settle on the belt before it is weighed. This requires allowing a specified length of conveyor for the material to accelerate up to the speed of the belt.

The factors that influence this distance are:

1. Belt Speed
2. Conveyor Angle of Inclination
3. Material Lump Size
4. Type of Transition

BELT SPEED to MINIMUM DISTANCE guideline:

- 0.5 m/s – 1.5 m/s	[1.2 m]
- 1.5 m/s – 2.3 m/s	[2.4 m]
- 2.3 m/s – 3.0 m/s	[3.7 m]
- 3.0 m/s – 3.8 m/s	[4.6 m]
- > 3.8 m/s	[6.0 m]

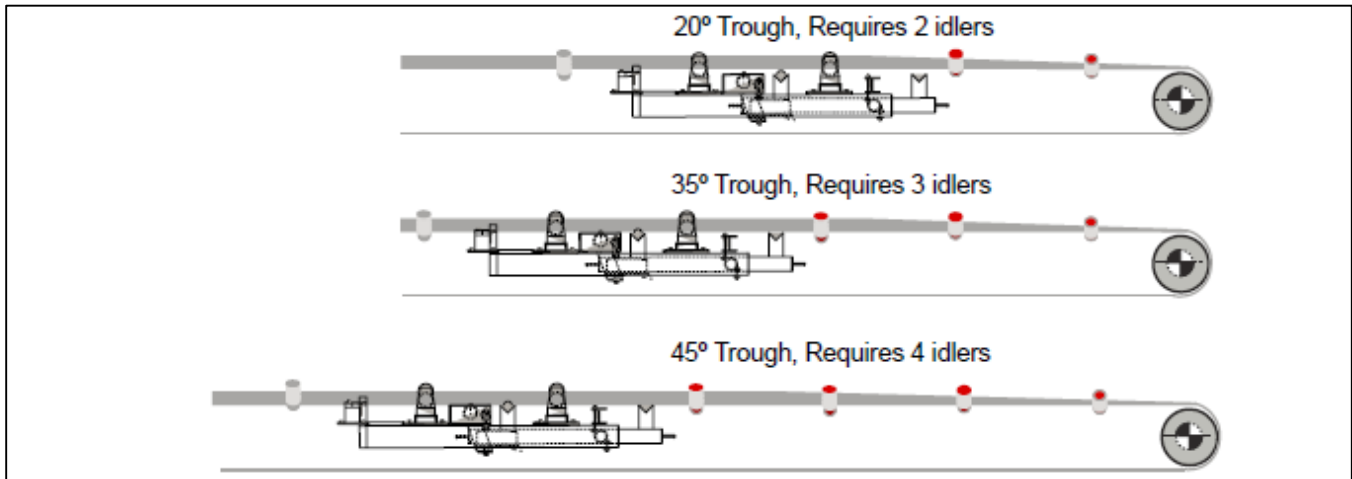
The distance is measured from the end of the receiving skirtboards to the idler adjacent to the weigh bridge.

Note: A minimum of two idlers must be installed between the end of the receiving skirtboards and the first scale idler.

Compliance Plan -

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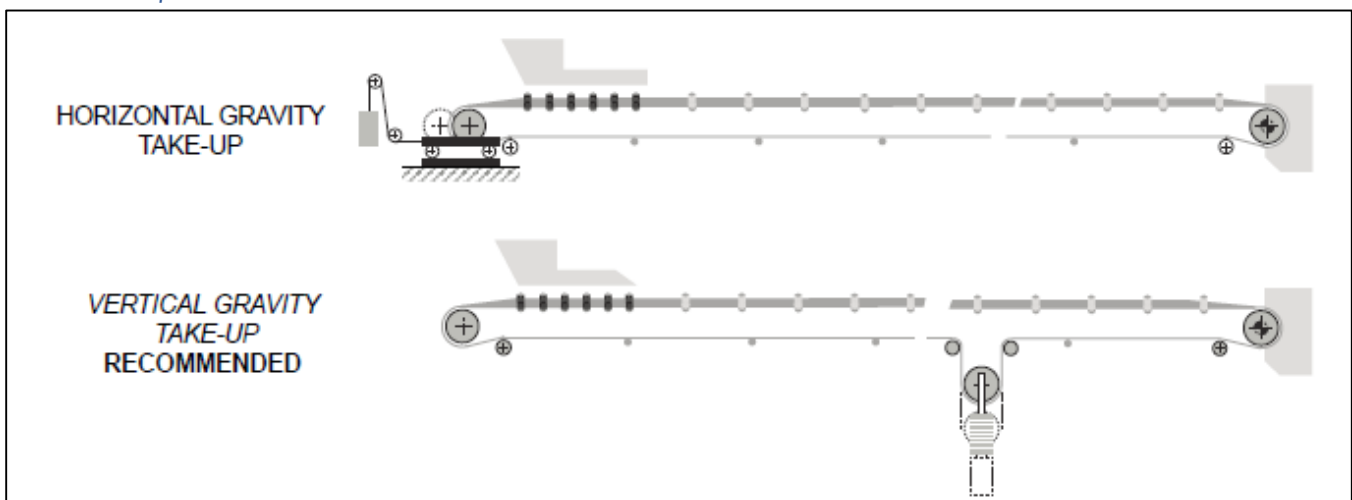
Belt Transition



In order that the effect of “flattening” out of the belt does not adversely affect the load cell readings we must ensure that the transitions to the head pulley are correctly done

On short conveyors, where the scale may be located close to the head pulley, there must be a minimum number for fixed idlers between the scale weigh bridge and the head pulley to avoid the lifting effect created by transitioning from the troughing idlers to the flat or crowned head pulley. The higher the troughing angle, the greater the effect - and the more idlers needed between the scale and the head pulley.

Belt take up



Compliance Plan -

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Belt tensioning guidelines to be followed.

- An automatic take-up is recommended to maintain a uniform belt tension.
- The take-up should not be so heavy as to introduce excessive belt tension, and should be designed to allow the addition or removal of weights.
- The take-up weight should be no greater than the weight required to prevent slippage at the drive pulley when operating the conveyor fully loaded.
- If the sag between the carrying idlers is greater than 2% of the carrier idler spacing, the spacing between the carrying idlers should be decreased."

A vertical gravity take-up is recommended for higher accuracy installations.

We must ensure that a complete survey is conducted on all belts that will be required to have scales installed on them.

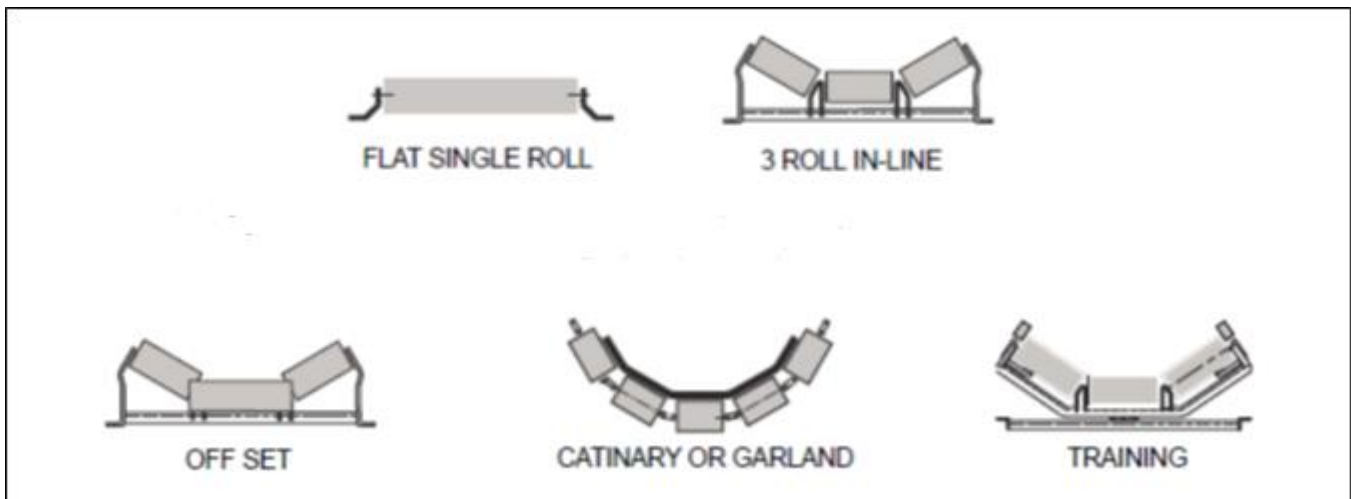
This can be done by checking a conveyor engineering handbook (such as Goodyear Handbook on Conveyor Belting) in order that we derive the correct weight.

Idlers and Frames (Weigh class)

Flat single roll, or (3) roll in-line troughing idlers are required on the scale weighbridge and 5 frames on either for verifiable applications.

Guidelines

- The weigh bridge and 5 sets on either side (approach, weigh bridge & retreat) of the weigh frame idlers (weigh class) must have an eccentricity tolerance 0.38 mm TIR
- The idlers must be dynamically balanced
- The idler bases must be manufactured to the stringent troughing angle tolerances required for high precision weighing duty
- The idlers must have the lowest achievable break away torque for the weighing duty application



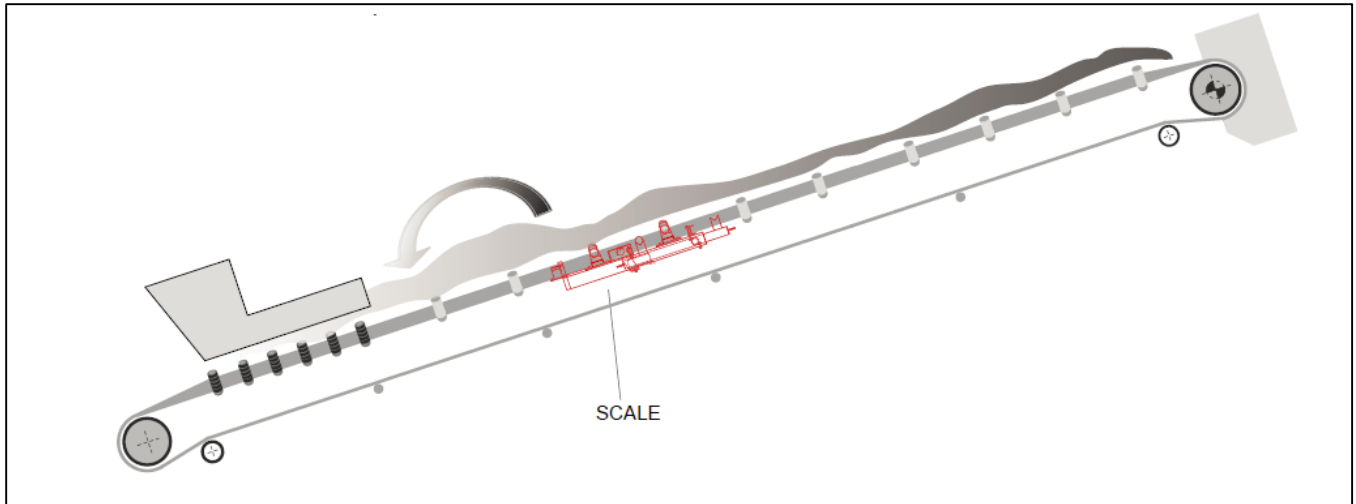
- Catenary/chain or cable idlers cannot be used
- Off-set idlers cannot be used
- Belt training idlers must be at least 12 meters away from the application

Compliance Plan -

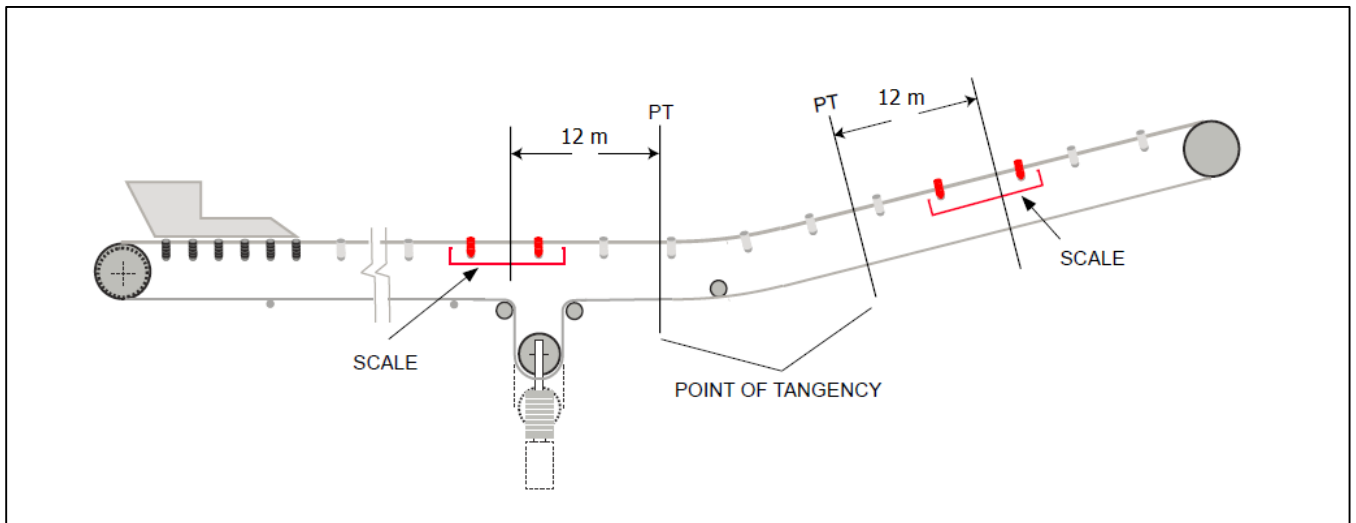
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Conveyor incline

The conveyor incline must not exceed the angle at which the material will slide back and be "re-weighed". This is normally $< 15^\circ$.



Curves in the conveyor – Concave



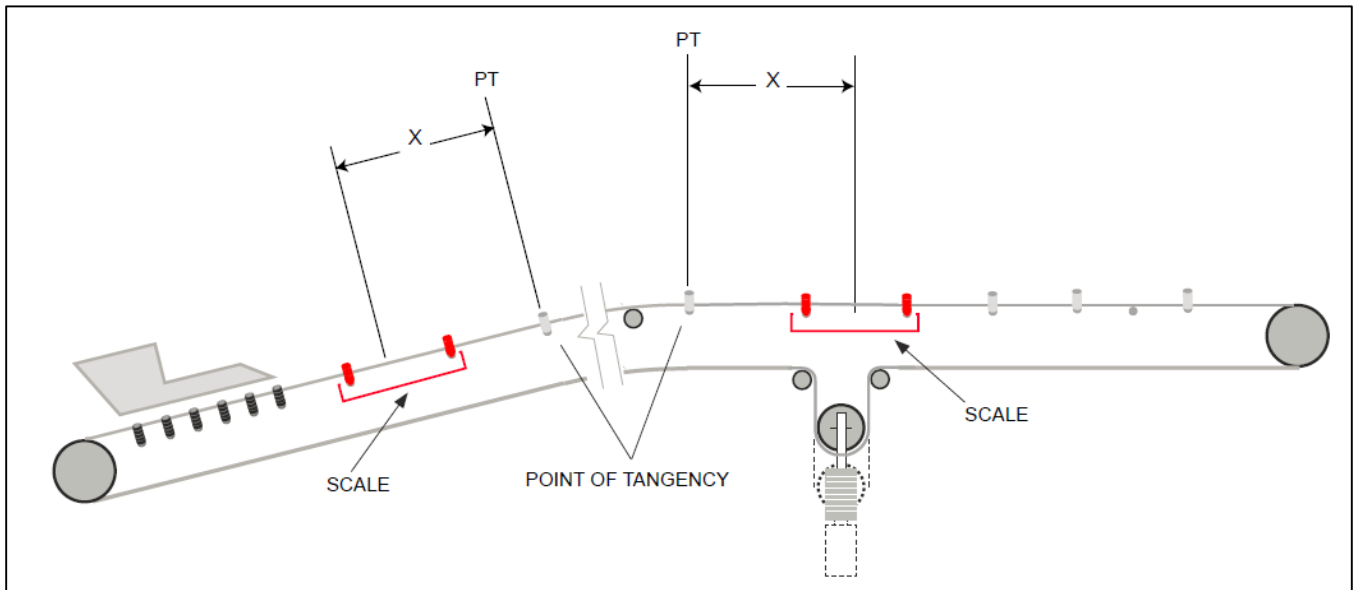
By all means we must ensure that the scales are placed on the straight portions of the belt in order that the belt is in contact with the idlers at all times.

Compliance Plan -

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- The scale must be at least 12m away from the "Point of Tangency" as depicted above.

Curves in the conveyor – Convex



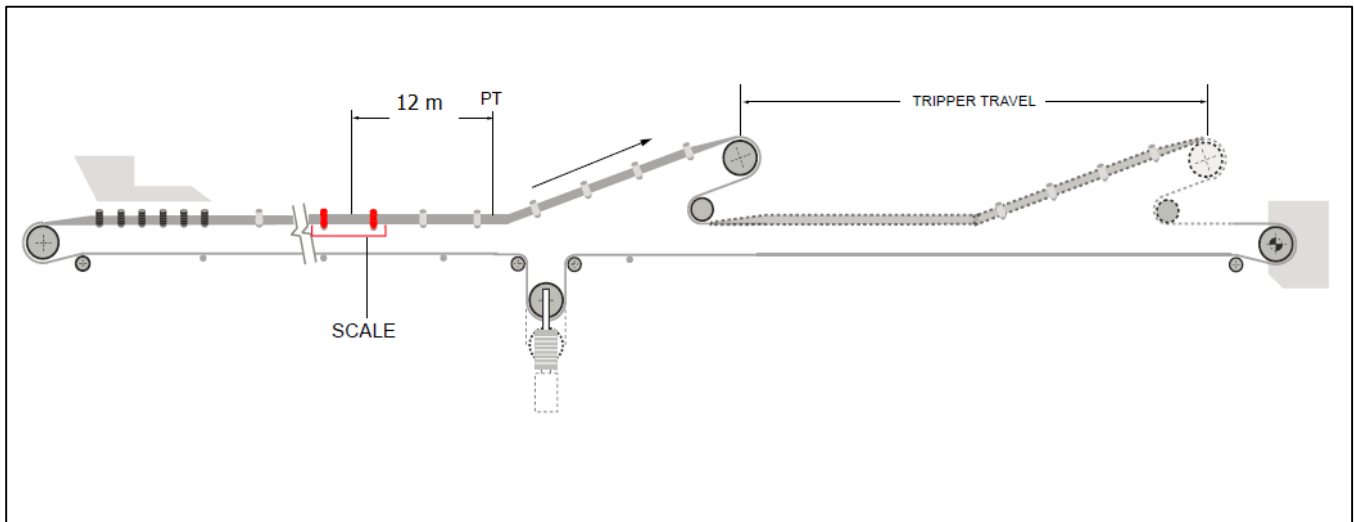
Where it necessitates installing the scale in proximity of any convex curves we must ensure that the scale is located at least at the following distances

35° troughing angle – 4m and 3 idler frames *45° troughing angle* – 5m and 4 idler frames

Tripper cars, Stacker/Reclaimers

Compliance Plan -

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Where there is a need to position a scale on a belt with a tripper, the standard 12m distance must also apply. This is from the "Point of Tangency" at the closet working point towards the tail pulley.

As the scales will be verified and require the highest levels of accuracy possible we must endeavor not to position scales on belts that feed our Stackers and Reclaimers as the belt tensions will be variable and hence repeatability will be an issue.

Loading conveyors with multiple feed points

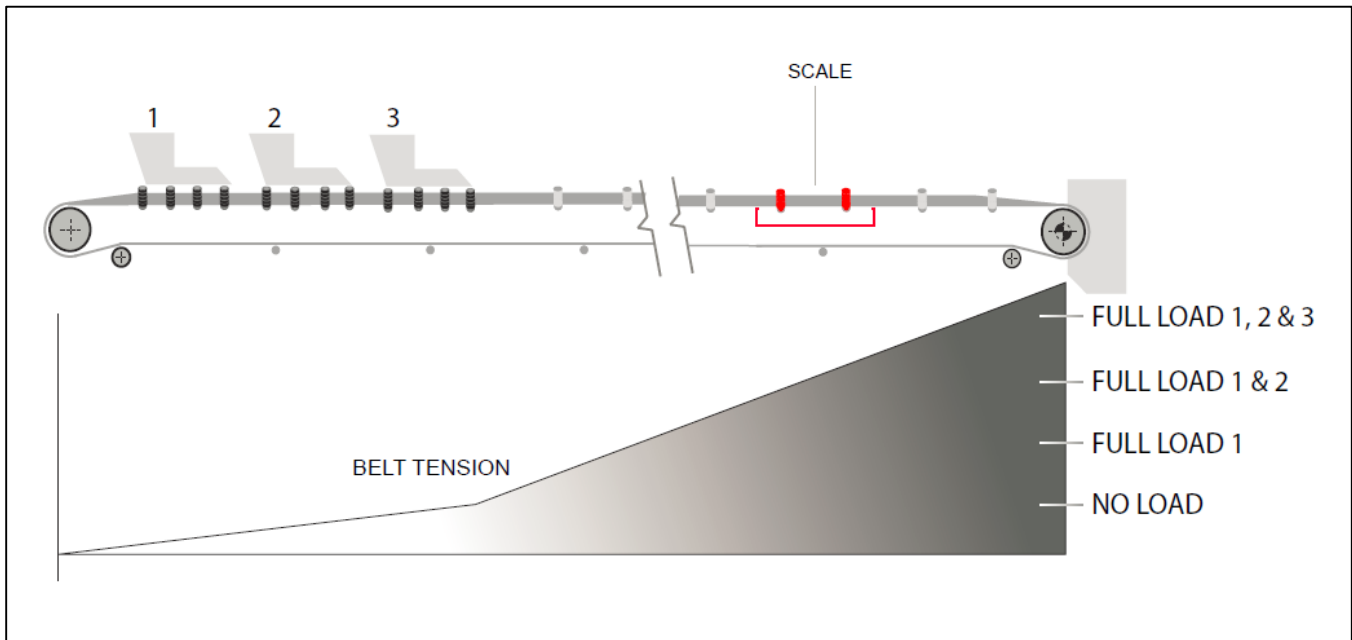
We must not install scales on belts with multiple feed points.

The accuracy will be affected due to

- Scale will invariably need to be positioned closer to the head pulley (higher tension).
- There will be some variation in the tension of the belt when running at different load rates.

Compliance Plan -

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Non-uniform loading

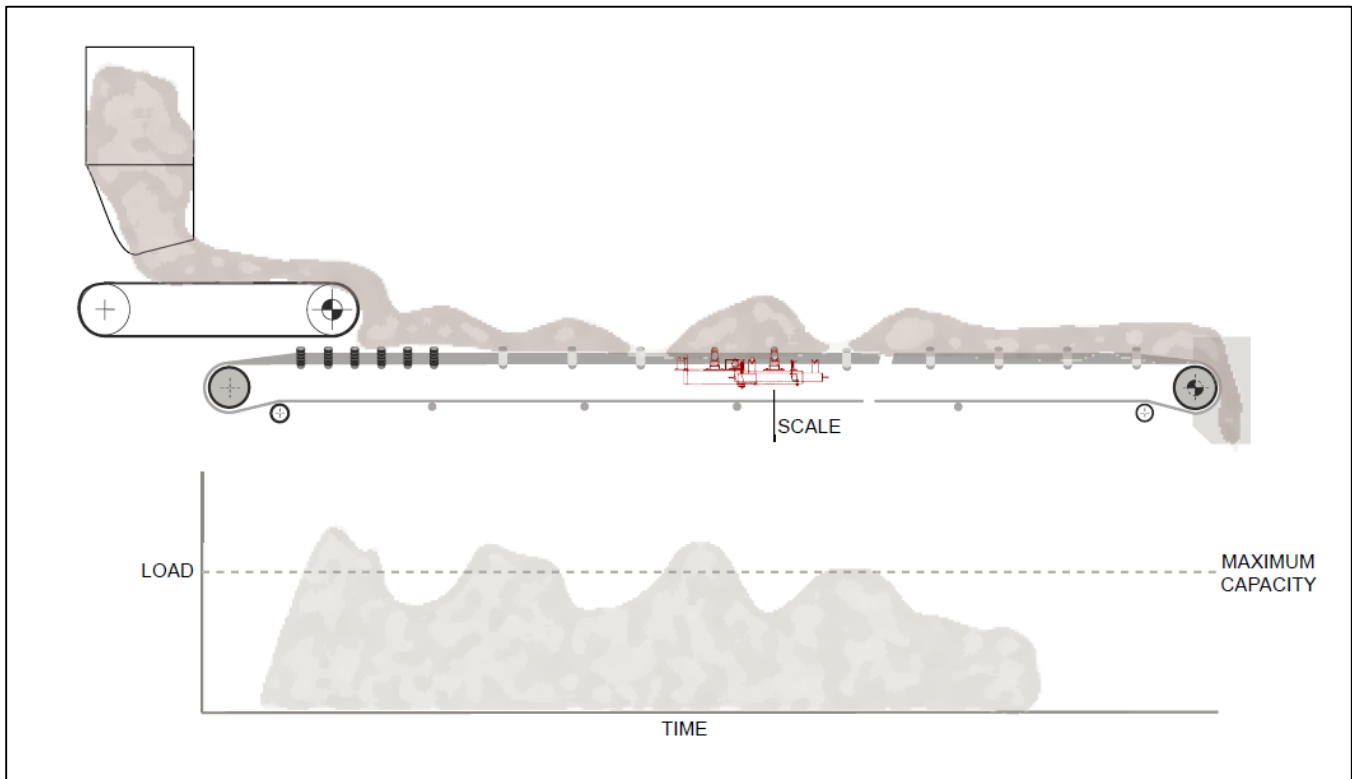
If the feed to the conveyor is not-uniform, profile and levelling plates should be installed to re-shape and smooth out the load.

Apron feeders may also create non-uniform loading.

Ideally, actual loading should be between 50% and 100% of scale capacity, with less than a 5% variation in feed rate.

Compliance Plan -

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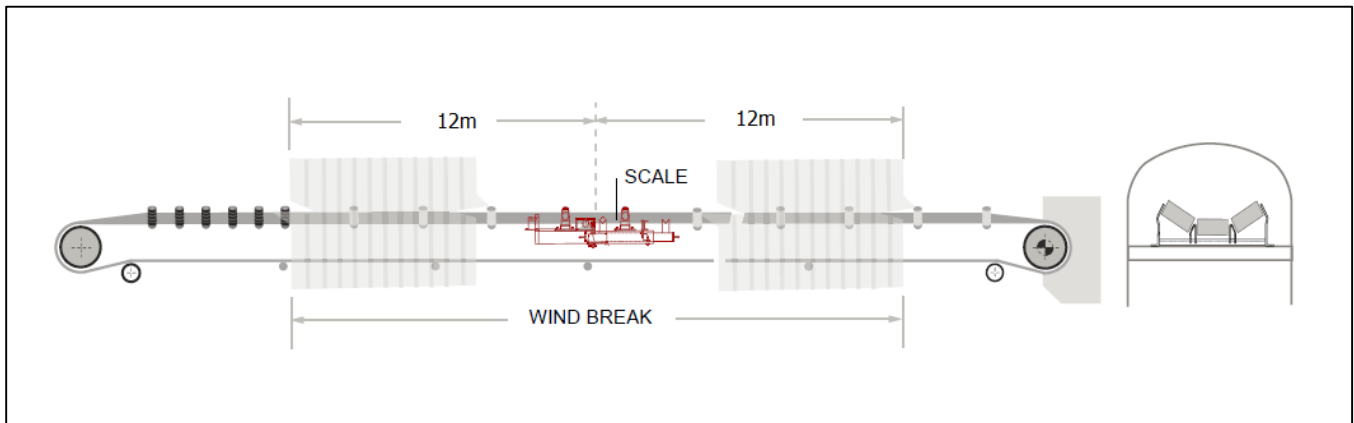
Wind Breaks

If the scale location will be subjected to wind velocities over 8-10 km/h., wind breaks must be installed. The wind break should extend 12m to either side of the scale, and 1.5m above and below the belt line.

The wind breaks must be attached to the sides of the conveyor, and sections should be easily removable for inspection of the scale

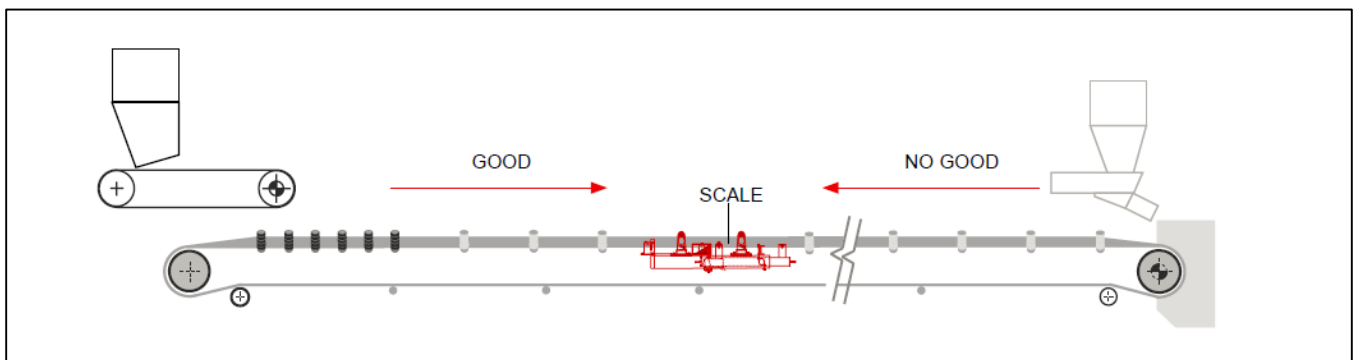
Compliance Plan -

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- For outside applications, the conveyor must be fitted with a protective cover.

Reversible conveyors



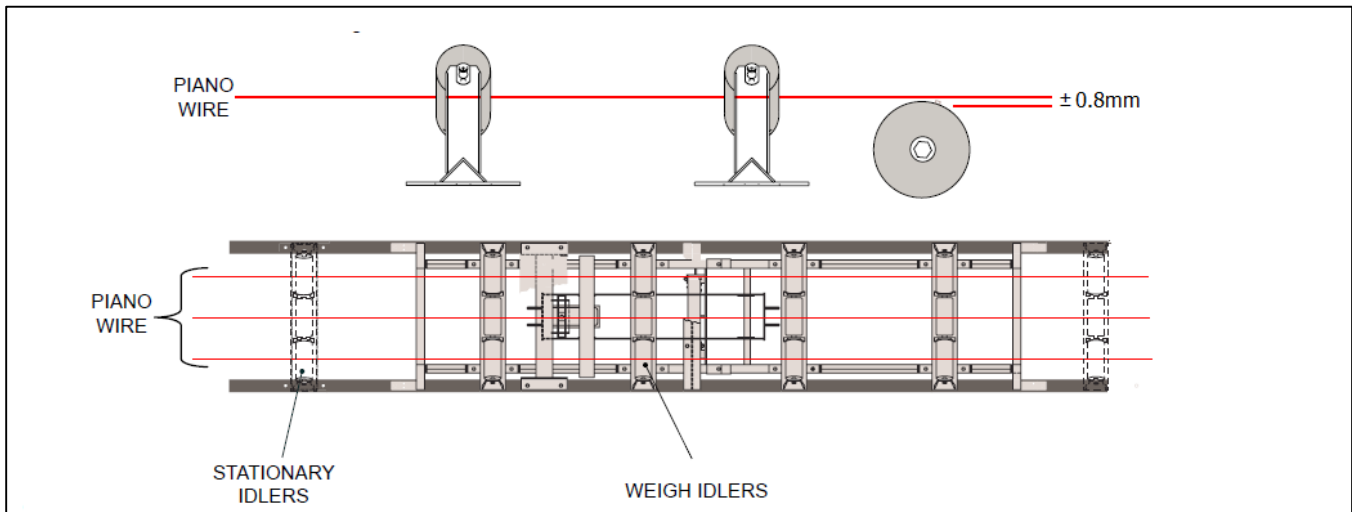
The scale will not weigh accurately in both directions and any performance guarantee would be based on weighing in one direction.

- Two complete scales will be required for accuracy in both directions.

Idler Alignment

Compliance Plan -

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Infeeds

The infeed to the conveyor must be interruptible to allow for empty belt calibration.

Scale access

The conveyor must be equipped with an adequate accessible maintenance platform to allow for inspection and servicing of the scale. The platform must be erected on both sides of the conveyor in the scale area.

Conveyor stringers

Conveyor stringers at the scale and for not less than 12m before and after the scale must be continuous or securely joined and of sufficient size and so supported as to eliminate relative deflection between the scale and adjacent idlers when under load. The conveyor stringers should be so designed that the deflection between any two adjacent idlers within the weigh area does not exceed 0.7 mm under load.

Methodology for the Verification process

Calibration

- **Material Calibration** (Only approved testing/calibration methodology for the verification process)
The material passed over the belt scale must be weighed before or after calibration on an approved scale of known accuracy. This method is the most accurate and takes into account
 - Material stiffness effects
 - Normal extent of operating ranges.
- **Chain Calibration**
Chain calibration is a method which uses a roller chain of known mass/length and is passed across the scale as for normal operation.
 - Calibration is usually conducted at one loading level rather than at various loading levels to cover the expected range of operation. This reduces the accuracy of the calibration method.
 - Chain calibration can be convenient particularly for lower capacity Belt Weighing Systems.
- **Dead weight Calibration.**

Compliance Plan -

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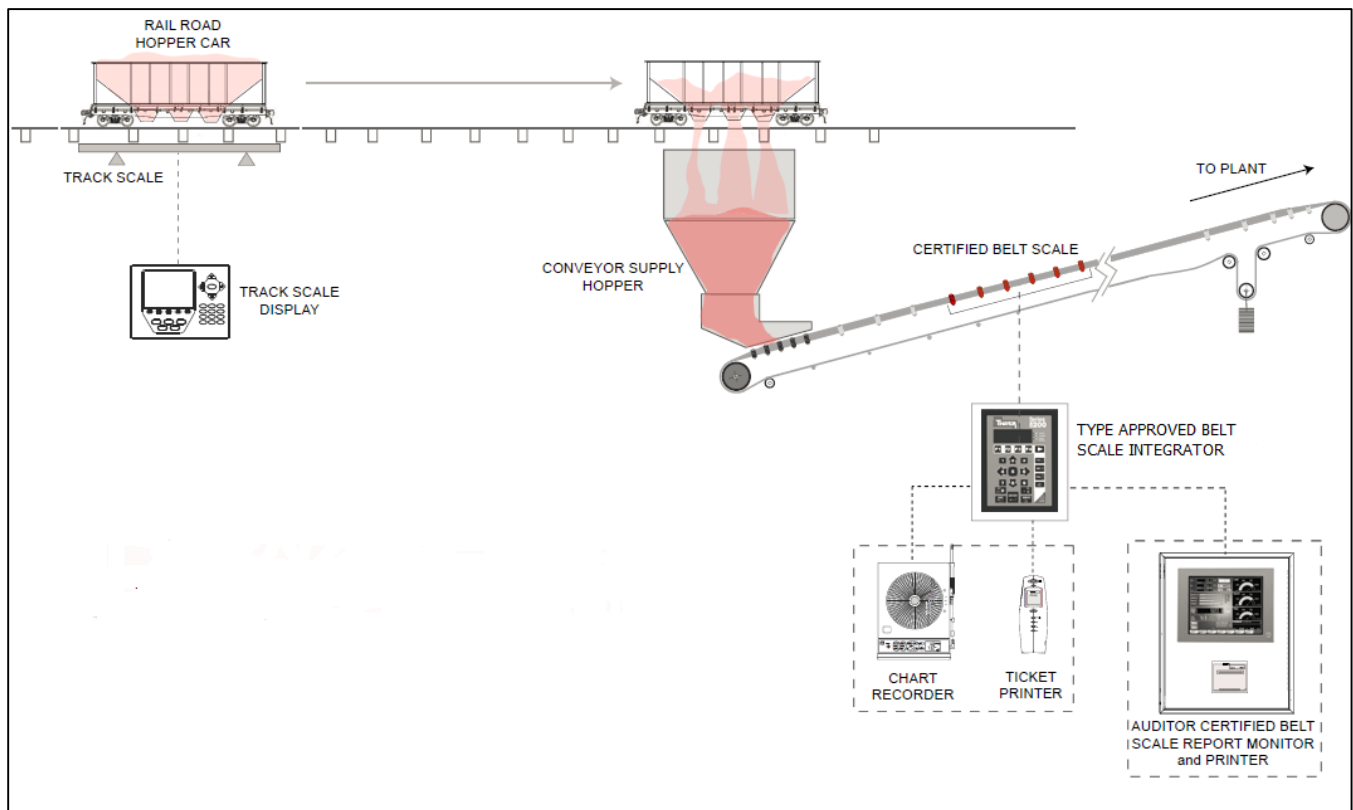
This method is the most convenient but least accurate and must only be used as a quick check rather than absolute calibration. Belt speed needs to be calibrated separately if dead weight is used for the weigh sensor.

Method of conducting Material Calibration

The REFERENCE SCALE must be tested and calibrated to the test tolerance of 0.1% within 24 hours of beginning the BELT SCALE material test.

- The Belt Scale test consists of either four runs at one rate (scale that is used for conveying material at one rate, $\pm 10\%$, at least 80% of the time) or two runs at three rates (2 at normal flow rate, two at 35% of rated capacity and two in between)
- Must be able to pre-weigh or post-weigh any material used in test with a minimum of handling by other conveyances.
- A NRCS representative must be involved and a Scale Technician must be on-site for assistance before, during and after the test.

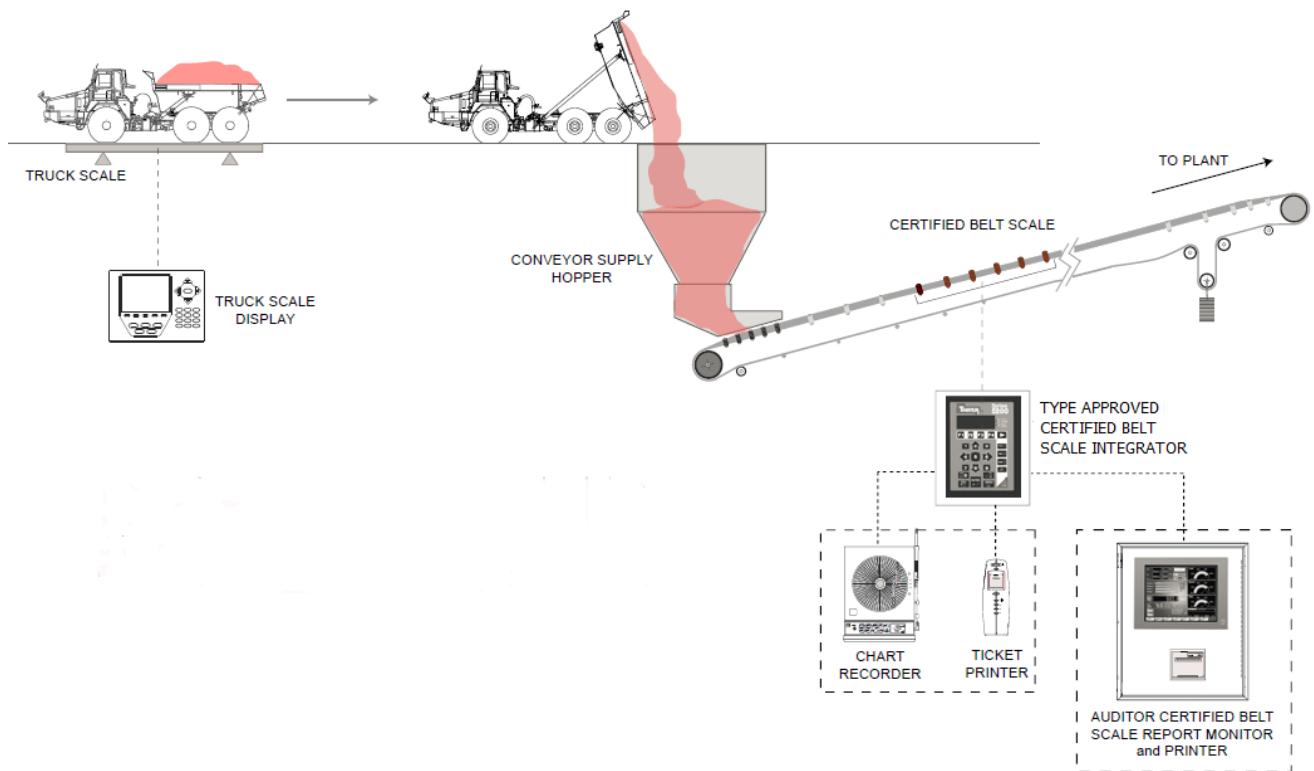
Test material pre-weigh using rail cars



Compliance Plan -

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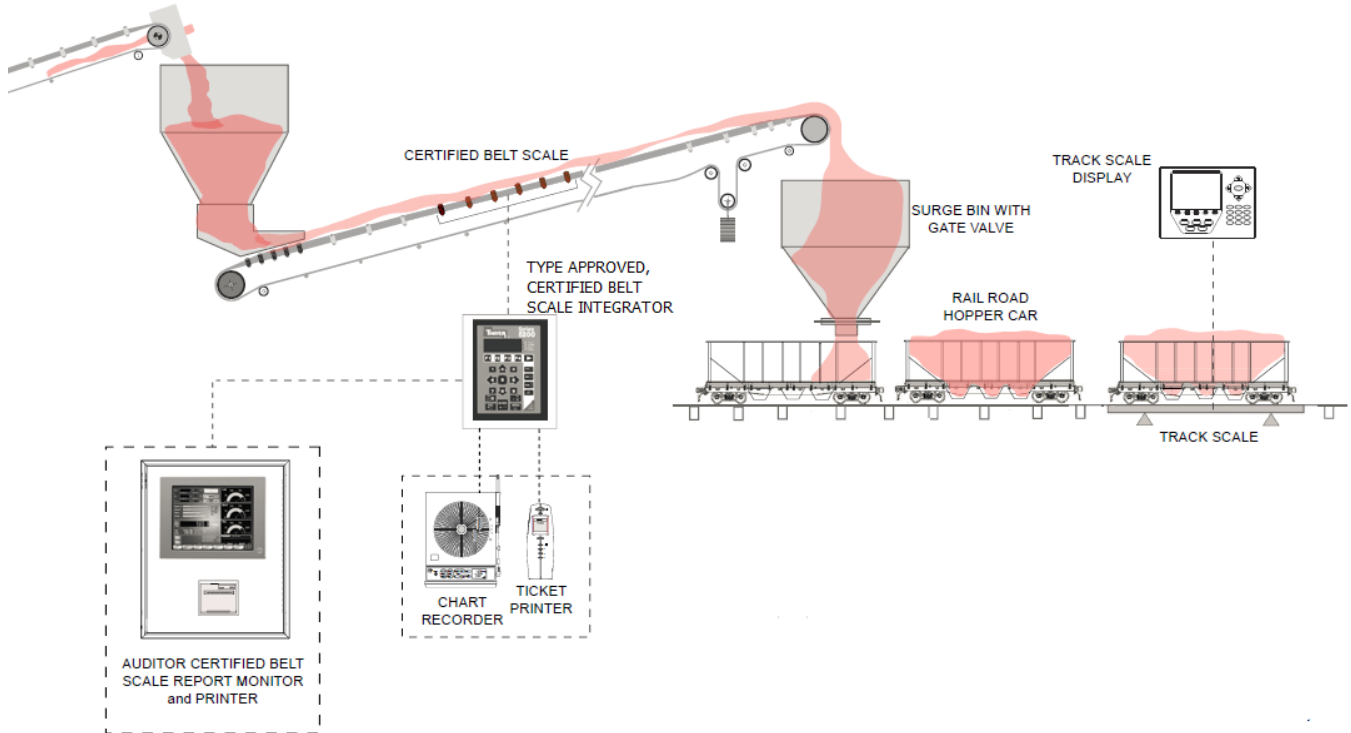
Test Material pre-weigh using road trucks



Compliance Plan -

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Test Material post-weighed using rail cars



INSTALLATION

Belt Scales are not entirely a separate piece of equipment but become part of an existing system.

The performance of Belt Scales depends therefore on a number of factors.

- **Location**
Location of the belt scale in the existing system is critical.
- **Belt Tension**
Variation in belt tension can have a detrimental effect on weighing accuracy. Gravity take-up devices for conveyors must be used if good accuracy is required.
- **Belt Stiffness**
Consideration must be given to belt stiffness with continuous belt weighing systems. The belt troughing angle and idler spacing both effect belt stiffness as does the obvious variable of belt composition. Continuous weighing should be carried out on a flat portion of conveyor i.e. no troughing angle. This is not desirable in practice although it is practicable in most cases to limit troughing angles to 20°. Variations in belt temperature have quite a significant influence on belt stiffness, particularly where troughing angles are in excess of 20°.
- **Alignment**
Good idler alignment, in both horizontal and vertical planes, is essential to achieve accurate weighing with continuous belt weighers. The weigh idlers in multiple idler systems must be accurately aligned with each other but of equal importance with existing conveyor idlers, particularly those immediately adjacent to the weigh idlers.
- **Belt Tracking**
Provision must be made in the conveyor system for adequate belt tracking to avoid any unwanted forces on the weigh idlers.
- **Belt Splicing**
Vulcanised splicing must be used and wherever possible metal belt slip type fasteners avoided. One uniform type of belt (belt class) is also essential for accurate belt weighing.
- **Consistent Load**
Allowance should be made in the design for feeders to provide consistent feed rate to the belt weigher if accurate weighing is required. For continuous belt weighers the variations in belt tension and stiffness due to temperature effects will have a more significant influence on errors when the conveyor is loaded outside the normally recommended range of 50% - 100% of rated capacity